

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Managed and Unmanaged Telecommunication Services

Amendment Summary: Amend clause 3.1.2 to extend the term of the contract to 86 Months, amend clause 4.1 to add \$3,500,000.00 for a revised contract value of \$18,500,000.00 and Insert Boycott of Israel clause as clause 8.9 and renumber each subsequent clause.

Contract Number: 435302 Amendment Number: 1 Request Number: A2024091

Type of Contract: IDIQ Contract Requires Council Legislation: Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 07/02/2021 Contract Expiration Date: 08/21/2028 Contract Term: 86 Months

Previous Estimated Contract Life Value: \$15,000,000.00

Amendment Value: \$3,500,000.00

Fund: 51137*

New Estimated Contract Life Value: \$18,500,000.00

BU: 14521121*

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: John Stewart BAO Staff: Jeremy Frye

Procuring Department: Information Technology Services

Department(s) Served: ITS

Prime Contractor Information

Prime Contracting Firm: Comcast Business Communications, LLC ISN#: 1005748

Address: One Comcast Center, 1701 JFK Blvd City: Philadelphia State: PA Zip: 19103

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Karl Armand Email Address: karl_armand@comcast.com Phone #: 615-981-0124

Prime Contractor Signatory: Michael Mazza Email Address: CB_VPSales_Sign@comcast.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: N/A

Percent, if applicable: N/A

Procurement Non-Discrimination Program:

Program Not Applicable

MBE Amount: N/A

MBE Percent, if applicable: N/A

WBE Amount: N/A

WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 435302
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND COMCAST BUSINESS COMMUNICATIONS, LLC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and COMCAST BUSINESS COMMUNICATIONS, LLC located in PHILADELPHIA, PA.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 2, 2021, Metro Contract numbered 435302, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 3.1.2 Term and Extension to extend the term of the contract to 86 Months. The revised Clause shall read as follows:

"A. The term of this Contract shall expire eighty-six (86) months from the effective date. In no event shall this contract exceed eighty-six (86) months. During the term of the Contract, METRO may submit Purchase Orders to CONTRACTOR. CONTRACTOR and METRO acknowledge and agree that upon the expiration or termination of this Contract, all applicable Purchase Orders shall terminate."

2. Amend clause 4.1 to add \$3,500,000.00 for a revised contract value of \$18,500,000.00. The revised clause shall read as follows:

"This Contract has an estimated value of \$18,500,000.00. Contractor shall be paid as quoted to the department per the exhibits included as part of this contract and Metro is accordingly invoiced."

3. Insert Boycott of Israel clause as clause 8.9 and renumber each subsequent clause. Inserted clause shall read as follows:

"The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees."



This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 435302
Amendment Number 1

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

John Griffey gn
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Dennis Rowland JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumboltz EJ
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Erica Haber BL
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Comcast Cable Communications Management, LLC

Company Name

Michael J. Mazza
Signature of Company's Contracting Officer

Michael J. Mazza

Officer's Name

VP, CB Sales Solutions

Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Comcast Business Communications LLC One Comcast Center Philadelphia, PA 19103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B: Indemnity Ins Co Of North America</td> <td style="text-align: center;">43575</td> </tr> <tr> <td>INSURER C: ACE Property And Casualty Ins Co</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER D: ACE Fire Underwriters Ins. Co.</td> <td style="text-align: center;">20702</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Ins Co Of North America	43575	INSURER C: ACE Property And Casualty Ins Co	20699	INSURER D: ACE Fire Underwriters Ins. Co.	20702	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:**

CLE-007190364-04

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		XSL G47307314	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 14,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 14,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 14,900,000 GENERAL AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H10700164	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 15,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		XEU G27924840 009	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLR C70318568 (AOS) WLR C7031860A (CA/MA) SCF C70318684 (WI)	12/01/2023 12/01/2023 12/01/2023	12/01/2024 12/01/2024 12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers Compensation		WCU C70318647 (WA)	12/01/2023	12/01/2024	Ea Acc/Dis Employee/Dis Policy 2,000,000 SIR 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract number (435302)

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. Waiver of Subrogation is applicable where required by written contract and allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent Metro Courthouse Nashville, TN 37201	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Comcast Corporation			Endorsement Number
Policy Symbol ISA	Policy Number H10700164	Policy Period 12/01/2023 to 12/01/2024	Effective Date of Endorsement 12/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s):

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



 Authorized Representative

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Comcast Corporation			Endorsement Number
Policy Symbol XSL	Policy Number G47307314	Policy Period 12/01/2023 to 12/01/2024	Effective Date of Endorsement 12/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization:

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:


1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Authorized Representative

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**

CA #: A2024091Date Received: Jan. 30, 2024

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Comcast Managed and Unmanaged Telecommunication Services

Contract Number: 435302 Amendment Number: 01

Requesting Department: ITS Communications Technology - 14521121

Requesting Departmental

Contact (Name & Number): Geoff Edwards 615-880-2220

Contractor's Business Name: Comcast Business Communications, LLC Name of Contract Signatory: John Miser

Contract Signatory Email Address: john_miser@comcast.com

Address: One Comcast Center, 1701 JFK Blvd City: Philadelphia ST: PA Zip: 19103

Revision Accomplishes: Check all that apply

XXX Term Extension	New End Date: 01/01/2028 <u>8/21/2028</u>	Include revised schedule if necessary
<u>X</u> Contract Value Increase	Original Contract Amount <u>\$15,000,000</u> Previously Executed Amendment(s) Amount <u>\$0</u> Current Amendment Amount <u>\$3,500,000</u> Amendment % Increase <u>23.33%</u> Proposed Revised Contract Amount <u>\$18,500,000</u>	Include revised fee schedules, budget, and total contract value as appropriate <u>Approval of Changes</u> ML 2/21/2024 7:28 PM CST
____ Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
____ Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
____ Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

Procurement will route in DocuSign for signatures below

BU Number: 14521121 Fund #: 51137 Any Other Accounting Info: _____

Department Requester ME

Requesting Department Director's Signature of Approval

1/31/2024 | 8:13 AM CST

Date

CA #: A2024091

Date Received: Jan. 30, 2024

To be completed by the Procurement Division

☒ **Contract Amendment is Approved (Additional Comments:** _____

_____)

☐ **Contract Amendment is Denied for** _____

PURCHASING AGENT: Michelle D. Hernandez Lane **Date:** 2/3/2024 | 7:22 PM

CS

Contract InformationContract & Solicitation Title: Managed and Unmanaged Telecommunication ServicesContract Summary: Contractor agrees to provide Managed and Unmanaged services.Contract Number: 435302 Solicitation Number: 1020705 Requisition Number: N/AReplaces Expiring Contract? (Enter "No" or Expiring Contract No.): NoType of Contract/PO: IDIQ Contract **Requires Council Legislation:** Yes**High Risk Contract** (Per Finance Department Contract Risk Management Policy): YesEstimated Start Date: 04/30/2021 Estimated Expiration Date: 04/29/2026 Contract Term: 60 MonthsEstimated Contract Life Value: \$15,000,000.00 Fund: 40119 BU: 14402119Payment Terms: Net 30 Selection Method: RFPProcurement Staff: Terri Troup BAO Staff: Jeremy FryeProcuring Department: Information Technology Department(s) Served: Metro Wide**Prime Contractor Information**Prime Contracting Firm: Comcast Business Communications, LLC ISN: 1005748Address: One Comcast Center, 1701 JFK BlvdCity: Philadelphia State: PA Zip: 19103Prime Contractor is (Check Applicable): SBE ☐ SDV ☐ MBE ☐ WBE ☐Prime Company Contact: Dustin Gault Email Address: Dustin_Gault@comcast.com Phone #: 615-428-5739Prime Contractor Signatory: Shawn Adamson Email Address: Shawn_Adamson@comcast.com**Disadvantaged Business Participation for Entire Contract**Small Business and Service Disabled Veteran Business Program: N/A Amount: N/A Percent: N/AProcurement Nondiscrimination Program: Program Not Applicable Amount: N/A Percent: N/AFederal Disadvantaged Business Enterprise: No Amount: N/A Percent: N/AB2GNow: No**Managed Services****Summary of Offers**

	Score (RFQ Only)	Evaluated Cost	Result
<u>AT&T Corporation</u>	<u>93.00</u>	<u>\$22,766.40</u>	<u>Awarded</u>
<u>Level 3</u>	<u>91.59</u>	<u>\$23,973.48</u>	<u>Awarded</u>
<u>Verizon</u>	<u>29.78</u>	<u>\$65,187.36</u>	<u>Evaluated but not selected</u>
<u>Windstream</u>	<u>65.82</u>	<u>\$53,929.00</u>	<u>Awarded</u>
<u>Zayo Group</u>	<u>57.43</u>	<u>\$186,000.00</u>	<u>Awarded</u>
<u>Longway Broadband</u>	<u>N/A</u>	<u>N/A</u>	<u>Non-responsive to solicitation</u>

Contract Abstract

Unmanaged Services

Summary of Offers

	Score (RFQ Only)	Evaluated Cost	Result
AT&T Corporation	75.21	\$22,766.40	Awarded
Comcast	74.22	\$23,973.48	Awarded
Level 3	93.00	\$23,973.48	Awarded
Verizon	29.86	\$65,187.36	Evaluated but not selected
Windstream	66.45	\$53,929.00	Awarded
Zayo Group	57.61	\$186,000.00	Awarded
Longway Broadband	N/A	N/A	Non-responsive to solicitation

**CONTRACT SERVICE AGREEMENT BETWEEN COMCAST BUSINESS COMMUNICATIONS, LLC AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract (the “Contract” or “Agreement”) is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (“METRO”) and **Comcast Business Communications, LLC** on behalf of itself and its service-providing affiliates (“CONTRACTOR”) located at One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103.

This Contract consists of the following documents which are incorporated herein:

- *Any properly executed contract amendment (most recent with first priority)*
- *This document, including all exhibits,*
 - *Exhibit A – Comcast Enterprise Services General Terms and Conditions*
 - *Exhibit B – DDoS Mitigation Service*
 - *Exhibit C - Ethernet Dedicated Internet Services*
 - *Exhibit D - ActiveCoreSM – Managed Services*
 - *Exhibit E - ActiveCoreSM – Router Services*
 - *Exhibit F - Software-Defined Wide Area Networking (SD-WAN)*
 - *Exhibit G - Intrastate Ethernet Transport Services*
 - *Exhibit H – Trunk Services*
 - *Exhibit I – Acceptable Use Policy*
- *Purchase orders (and PO changes)*
- *CONTRACTOR’s response to solicitation to RFQ 1020705*
- *The solicitation documentation (made a part of this contract by reference) (RFQ 1020705)*
- In the event of conflicting provisions, all documents shall be construed in the order listed above. In the event of a conflict between this document and the Contractor’s Documents, this document shall prevail. In the event of a conflict or inconsistency between this document, the Comcast Ts&Cs and the PSAs, then the documents shall control in the following order of precedence: (1) this document; (2) the Comcast Ts&Cs; and (3) PSAs

1.2. Definitions

For the purposes of the Contract, the following terms shall have the meanings specified below.

“Affiliate” – means, with respect to each party, any entity that controls, is controlled by or is under common control with such, party.

“Comcast Ts&Cs” – means the Comcast Enterprise Services General Terms and Conditions attached hereto as Exhibit A.

“Contractor Documents” – means, collectively, the Comcast Ts&Cs, the EDI PSA and the Transport PSA.

“DDoS PSA” – means the Comcast Enterprise Services Product Specific Attachment: DDoS Mitigation Services attached hereto as Exhibit B.

“EDI PSA” – means the Comcast Enterprise Services Product Specific Attachment: Ethernet Dedicated Internet Services attached hereto as Exhibit C.

“Managed Service PSA” – means the Comcast Enterprise Services Product Specific Attachment: ActivecoreSM Managed Services attached hereto as Exhibit D.

“PSAs” – means, collectively, the EDI PSA, Transport PSA, Trunk PSA, the DDoS PSA, the SD-WAN PSA, the Router PSA and the Managed Service PSA.

“Purchase Order” or “Sales Order” – means a request to provide the Services to a Service Location(s) submitted by Metro on such form as may be agreed upon by the parties.

Contract 435302

“Router PSA” – means the Comcast Enterprise Services Product Specific Attachment: ActivecoreSM Router Services attached hereto as Exhibit E.

“SD-WAN PSA” – means the Comcast Enterprise Services Product Specific Attachment: SD-WAN Services attached hereto as Exhibit F.

“Services” – means, collectively, (i) Contractor’s (A) Ethernet Dedicated Internet services, (B) Intrastate Ethernet Transport Services, (C) Ethernet Trunk Service, (D) DDoS Mitigation Service, (E) SD-WAN Service, (F) ActivecoreSM Router Service and (G) ActivecoreSM Managed Service, in each case, as more fully described in the applicable PSA and (ii) such other Contractor services as the parties agree in writing to include within the scope of this Agreement (i.e., via an amendment).

“Service Commencement Date” – means, with respect to each Service, “Service Commencement Date” shall have the meaning specified in the PSA applicable to such Service, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

“Service Location(s)” – means the METRO location(s) where Comcast provides the Services.

“Service Term” – means, as specified in a Purchase Order, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

“Termination Charges” – means charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

“Transport PSA” – means the Comcast Enterprise Services Product Specific Attachment: Intrastate Ethernet Transport Services attached hereto as Exhibit G.

“Trunk PSA” – means the Comcast Enterprise Services Product Specific Attachment: Ethernet Trunk Services attached hereto as Exhibit H.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

- A. CONTRACTOR agrees to provide the Services pursuant to the terms and conditions contained herein.
- B. CONTRACTOR and METRO acknowledge and agree that the only CONTRACTOR services that may be ordered by Metro under this Contract are (i) CONTRACTOR’S (A) Ethernet Dedicated Internet Service, (B) Intrastate Ethernet Transport Service, (C) Ethernet Trunk Service, (D) DDoS Mitigation Service, (E) SD-WAN Service, (F) ActivecoreSM Router Service, and (G) ActivecoreSM Managed Service, in each case, as more fully described in the applicable PSA, and (ii) such other CONTRACTOR services as the parties agree in writing to include within the scope of this Agreement (i.e., via an amendment).

3. CONTRACT TERM

3.1. Contract Term

3.1.1 Effective Date

The term of this Contract will begin on the date this Contract is executed by all required parties and filed in the office of the Metropolitan Clerk, as designated by a date stamp, and METRO agrees to advise CONTRACTOR in writing as to the date set forth on the date stamp (the “Effective Date”).

3.1.2 Term and Extension

- A. The term of this Contract shall expire sixty (60) months from the effective date. In no event shall this contract exceed sixty (60) months. During the term of the Contract, METRO may submit Purchase Orders to CONTRACTOR. CONTRACTOR and METRO acknowledge and agree that upon the expiration or termination of this Contract, all applicable Purchase Orders shall terminate.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$15,000,000.00. Contractor shall be paid as quoted to the department per the exhibits included as part of this contract and Metro is accordingly invoiced.

4.2. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

Subject to the payment terms and conditions of this Contract, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract.

4.3. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.4. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.5. Subcontractor/Subconsultant Payments

CONTRACTOR shall timely pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for work performed. CONTRACTOR shall indemnify and hold METRO harmless for any failure by CONTRACTOR to timely pay its subcontractors, subconsultants, laborers or suppliers and for any liens placed upon CONTRACTOR facilities used to provide Services to METRO.

5. TERMINATION

5.1. Breach

If either party breaches any material term of the Contract and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for cause this Agreement or any Purchase Order materially affected by the breach. Either party may terminate this Contract or any Purchase Order immediately upon notice to the other party 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.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate the Contract upon thirty (30) days' prior written notice to CONTRACTOR. If METRO terminates for lack of funding, METRO will be responsible for all payments due to CONTRACTOR for services rendered prior to the date of termination.

5.3. On Notice

METRO may terminate this Contract or any Purchase Order at any time upon thirty (30) days' written notice to CONTRACTOR.

5.4 Effect of Expiration/Termination

Upon the expiration or termination of the Agreement or a Purchase Order for any reason (i) CONTRACTOR shall disconnect the applicable Service, (ii) subject to applicable law, CONTRACTOR may delete all applicable data, files, electronic messages, or other information stored on CONTRACTOR'S servers or systems in accordance with its record retention policies, and (iii) CONTRACTOR may assess and collect from METRO applicable Termination Charges to the extent the Agreement and/or a Purchase Order is terminated (A) by METRO for convenience pursuant to Section 5.3, or (B) by CONTRACTOR for cause pursuant to Section 5.1. Termination by either Party of a Purchase Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6. NONDISCRIMINATION

6.1. METRO'S Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO'S contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO'S contractors. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** As required by applicable law, CONTRACTOR shall post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all Services provided under this Contract shall comply with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, to the extent required by law, including (to the extent required under applicable law) ensuring that (i) participants with disabilities will have access to the Services that is equally effective as that provided to people without disabilities, and (ii) information regarding the Services shall be made available in accessible formats, and auxiliary aids and services for use with the Services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance or self-insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured under the required general liability and automobile liability coverages, and identifying the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. General Liability Insurance including Products & Completed Operations Coverage and Independent Contractor's Liability Coverage

In the amount of one million (\$1,000,000.00) dollars.

7.3. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries).

7.4. Workers' Compensation Insurance

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (not required for companies with fewer than five (5) employees).

7.5. Such insurance shall:

The required general liability insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to work performed under the scope of this Contract, CONTRACTOR'S required general liability and automobile liability insurance or self-insurance coverage shall be primary insurance as respects METRO, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute to it.

Automotive Liability Insurance or self-insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Automotive Liability Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain workers' compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

7.6. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with certificates evidencing coverage and endorsements required by this section. CONTRACTOR shall provide at least 30 days' prior written notice of cancellation by e-mail to procurementcoi@nashville.gov. The Certificate shall include the contract number and the certificate holder for any required certificate of insurance shall be:

**Purchasing Agent,
Metropolitan Government of Nashville and Davidson County
Metro Courthouse
Nashville, TN 37201**

CONTRACTOR shall replace certificates for any such insurance expiring prior to completion of services. Each certificate of insurance shall include the contract number in the description of operations box. In the event of a disputed claim, and within 30 days following request by METRO, CONTRACTOR will make copies of policies available for review by METRO on a confidential basis.

CONTRACTOR shall maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of lease.

All required insurance shall be with insurer(s) licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract insurance coverage reasonably appropriate to the scope of such subcontractor's work.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO. Notwithstanding the foregoing, METRO and CONTRACTOR acknowledge and agree that this Section 8.1 shall not limit METRO's obligation to pay CONTRACTOR for that portion of any invoice to METRO properly attributable to any taxes or other governmentally imposed fees that CONTRACTOR may lawfully choose to separately itemize on its invoice to METRO pursuant to Section 3.1(A) of Comcast Ts&Cs.

8.2. Acceptable Use Policy

CONTRACTOR'S Acceptable Use Policy ("AUP") is available at <https://business.comcast.com/terms-conditions-ent> (the "Website") and applies to the Services. Contractor's current AUP is attached as Exhibit I hereto. CONTRACTOR may revise the AUP by posting such revisions to the Website ("AUP Revisions"). The Revisions are effective upon posting to the Website. METRO will receive notice of any AUP Revisions in the next applicable monthly invoice. If CONTRACTOR revises the AUP and the revision has a materially adverse impact on METRO, and CONTRACTOR does not make revisions that remedy such materially adverse impact within thirty (30) days after notice from METRO, then METRO may, without penalty (including Termination Charges) and as METRO'S sole remedy, elect to terminate the affected Service on thirty (30) days' notice to CONTRACTOR, given not later than ninety (90) days after METRO first learns of the revision to the AUP.

8.3. Confidentiality

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information." Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information in CONTRACTOR's possession must be secured at all times including, but not limited to, the secured destruction, in accordance with CONTRACTOR's record retention policies, of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO and to the extent practicable, CONTRACTOR shall return all METRO information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.4. Information Ownership

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All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to METRO's right to retrieve any and all METRO information from CONTRACTOR and its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Notwithstanding the foregoing, nothing in this Contract or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

8.5. Information Security Breach Notification

CONTRACTOR shall notify METRO of any data breach affecting the security of METRO confidential information within 72 hours of CONTRACTOR's actual knowledge that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.6. Maintenance of Records

Consistent with the requirements of Metro Code Section 4.12.180, the books, records, and documents of CONTRACTOR, insofar as they relate to (i) amounts billed to METRO under the Contract or (ii) work performed under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable written notice by METRO or its duly appointed representatives. METRO or its duly appointed representatives shall abide by CONTRACTOR'S security requirements, to the extent permitted by law. Such reviews shall take place at a time and place agreed upon by the parties. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

8.7. Monitoring

CONTRACTOR'S activities conducted and records maintained pursuant to this Contract shall be subject to review and audit by METRO, the Department of Finance, the Division of Metropolitan Audit, or their duly appointed representatives as set out in Section 8.6.

8.8. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.9. Modification of Contract

Subject to Section 8.2 above (Contractor's right to amend the AUP) and Section 8.2 of the Contractor's Ts&Cs (Contractor's right to amend Contractor's Privacy Policy), this Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.10. No Third-Party Beneficiaries; No Partnership/Joint Venture

This Contract 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. The parties to this Contract are independent contractors. This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.

8.11. Waiver

No waiver of any provision of this Contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

8.12. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these Contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.13. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.14. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes in Nashville and Davidson County.

8.15. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.16. Assignment--Consent Required

- (A) The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except as otherwise provided herein, neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed and, in the case of assignment by CONTRACTOR, shall be subject to the process set forth below in this Section 8.20.
- (B) Notwithstanding the prohibition in the previous sentence, METRO may, without CONTRACTOR'S consent but upon notice to CONTRACTOR, assign in whole or relevant part its rights and obligations under this Contract to a METRO Affiliate.

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- (C) Notwithstanding the prohibition in the first sentence of this Section 8.20, CONTRACTOR may, without METRO'S consent, assign in whole or in relevant part its rights and obligations under this Contract to an Affiliate of CONTRACTOR.
- (D) In the case of any assignment, the assigning party shall remain responsible for the performance of its assigned obligations under this Contract.
- (E) NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)

OR

**METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
P.O. BOX 196300
HASVILLE, TN 37219-6300**

- (F) Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.17. Entire Contract

This Contract, including the documents identified in Section 1.1, sets forth the entire agreement between the parties with respect to the subject matter hereof, supersedes any prior agreements between the parties relating to Services, and shall govern the respective duties and obligations of the parties.

8.18. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, power blackout, cable cuts, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar nature beyond its control.

8.19. Governing Law

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the CONTRACTOR may provide.

8.20. Venue

Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee including, without limitation, federal courts having jurisdiction in Davidson County, Tennessee.

8.21. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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435302

Contract Number _____

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

PRG@NASHVILLE.GOV

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Comcast Business Communications, LLC

Attention: SVP, Sales and Sales Operations (with a copy to Legal_Notices@comcast.com)

Address: One Comcast Center, 1701 JFK Blvd, Philadelphia PA 19103-2838

Telephone: 215-286-1700

Fax: 215-286-1026

E-mail: Legal_Notices@comcast.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: CT Corporation System

Attention: Pennsylvania, 717-234-6004

Address: 600 N. 2nd Street, Suite 401, Harrisburg, PA 17101-1071 (Dauphin Co.)

E-mail: <https://www.wolterskluwer.com/en/solutions/ct-corporation>

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Contract Number 435302**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**Keith Durlin

Dept. / Agency / Comm. Head or Board Chair.

GN

Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**Michelle A Hernandez Lane

Purchasing Agent

JLR

Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:Kevin Cumborffe

Director of Finance

GLM

BA

APPROVED AS TO FORM AND LEGALITY:Tara Ladd

Metropolitan Attorney

BL

Insurance

FILED BY THE METROPOLITAN CLERK:Elizabeth Waites

Metropolitan Clerk

7/2/2021 | 1:09 PM CDT

Date

CONTRACTOR:Comcast

Company Name

Shawn Adamson

Signature of Company's Contracting Officer

Shawn Adamson

Officer's Name

Vice President

Officer's Title

Exhibit A – Comcast Enterprise Services General Terms and Conditions**COMCAST ENTERPRISE SERVICES
GENERAL TERMS AND CONDITIONS
("General Terms and Conditions")****ARTICLE 1: DEFINITIONS**

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below. Terms used but not defined herein shall have the meanings ascribed to them in the main body of the Contract.

Comcast: Means the Contractor. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, employees, agents, suppliers, licensors, successors, and assigns, as the case may be.

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 the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information (i) that is required to be confidential under applicable law, and (ii) to the extent permitted by applicable law, information (1) regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential", (2) which reasonably should be known by the receiving party to be proprietary or confidential information or (3) or which is deemed to be confidential under applicable law (including pursuant to Tennessee Code Ann. § 10-7-501 et seq. (the "TN Open Records Act)). Without limiting the foregoing, but subject to applicable law (including the TN Open Records Act), Confidential Information shall include, even if not marked, all Licensed Software, 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: means METRO.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by a party other than Comcast or its authorized contractors for use in connection with the Services.

Network: The Comcast Equipment, facilities, fiber optic or coaxial cable associated with electronics and other equipment used to provide the Services.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To request Service at a Service Location(s), Customer shall submit a properly completed Sales Order to Comcast. Such Sales Order shall become binding on the

parties upon the earlier of (i) Comcast's notice to Customer that it accepts such Sales Order, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins installation or construction for delivery of the Services. Each Sales Order submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built or upgraded in order to provide the ordered Services. Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have fifteen (15) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, the applicable Custom Installation Fee shall be included in the Sales Order and Customer shall be deemed to have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.2 Access. In order to deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access") within and/or outside each Service Location. Within the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may cancel or terminate Service at such Service Location pursuant to Article 4.3 and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

2.4 Equipment

A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. 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 as authorized by the Agreement. Customer shall (i) provide an adequate

environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) subject to applicable law, be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of Comcast or its Affiliates, contractors or agents. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order, Customer and Comcast shall cooperate in effectuating the return of all applicable Comcast Equipment. If Customer does not cooperate with Comcast in effectuating the return of Comcast Equipment, then, until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

B. Customer-Provided Equipment. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all Customer-Provided Equipment, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the demarcation point (i.e., the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location). Neither Comcast nor its employees, Affiliates, agents or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the negligence or willful misconduct of Comcast, its Affiliates, contractors or agents. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment.

2.5 Network, Intellectual Property and IP Addresses.

A. The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall be construed to (i) preclude

Comcast from using the Network for services provided to other Comcast customers or (ii) grant Comcast a right to install equipment or other Network facilities on Customer property to provide services to other Comcast customers.

B. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/online addresses provided in connection with such Services, including, but not limited to, Internet Protocol addresses, e-mail addresses and web addresses.

C. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

D. The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

2.6 License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Customer 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. Customer acknowledges that the use of Service may periodically require updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges; Changes to MRC; Taxes.

A. Subject to Section 3.2(B, Customer agrees to pay all charges associated with the Services that Comcast properly invoices to Customer, including, but not limited to, any fees or payment obligations Comcast incurs in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees and Universal Service Fund charges) that Comcast lawfully itemizes on its invoice, regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

B. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law) modify the monthly recurring charges applicable to (i) Ethernet, Internet and/or Video Services at any time after the expiration of the initial Service Term and (ii) any other services at any time; provided, that, Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring charge modification(s) in a Customer invoice. Customer shall have sixty (60) days from receipt of any such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing.

3.2 Payment Terms; Disputes

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice and will be considered timely made to Comcast if received within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the Service Commencement Date to the start of the next billing period. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. 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. Any payment not made when due will be subject to a late charge equal to the lower of (i) 1.5% per month or (ii) the highest rate allowed by law. No acceptance of partial payment(s) by

Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. . The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer; provided, that, under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

ARTICLE 4. TERM & TERMINATION

4.1 Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, each Sales Order shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Notwithstanding the foregoing, to the extent the initial Service Term or a Renewal Term applicable to a Sales Order would otherwise extend beyond the expiration or termination date of the Contract, such Sales Order shall terminate automatically on expiration or termination of the Contract.

4.2 Termination for Convenience. Customer's termination for convenience rights are set forth in Section 5.3 of the Contract.

4.3 Termination for Cause. The parties' rights to terminate the Agreement or a Sales Order for the other's party breach are set forth in Section 5.1 of the Contract.

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

5.1 Limitation of Liability.

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS OWED BY CUSTOMER TO COMCAST DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS OR TO CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE APPLICABLE PARTY.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF IP CLAIMS UNDER SECTION 6(1) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE AGGREGATE AMOUNT OF FEES RECEIVED BY COMCAST FROM CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE IP CLAIM FIRST AROSE.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMCAST BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (1) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (3) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (4) 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. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.

D. NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

5.2 Disclaimer of Warranties. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other

warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, 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 customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that 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.

5.3 Exclusive Remedies. To the extent permitted by law, Customer's sole and exclusive remedies shall be as expressly set forth in the Agreement.

ARTICLE 6. INDEMNIFICATION

6.1 Comcast's Indemnification Obligations.

A. Subject to Sections 5.1(B), 5.1(C) and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all third-party actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (A) Comcast's compliance with any designs, specifications, or instructions of Customer; (B) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (C) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (D) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer; and (ii) damages arising out of the negligence or willful misconduct of Comcast or its Affiliates, contractors or agents in connection with the performance of its obligations under the Agreement. .

B. If Services furnished under the Contract are likely to, or do become, the subject of a claim of infringement, then without diminishing Comcast's indemnification obligations set forth in Section 6.1(A), Comcast may at its option and expense:

- (i) Procure for Customer the right to continue using the Services;
- (ii) Replace or modify the alleged infringing Services with other equally suitable Services that are satisfactory to Customer, so that they become non-infringing
- (iii) Remove Services and cancel any future charges pertaining thereto; provided; however, that Comcast will not exercise the foregoing remove option unless Comcast has determined, in its sole discretion, that the options set forth in Section 6.1(B)(i) or (ii) are impractical.

6.2 Indemnification Procedures. To the extent a party may be entitled to indemnification under this Agreement (an “Indemnified Party”), such Indemnified Party shall (i) promptly notify the other Party (the “Indemnifying Party”) in writing of any pending or threatened claim or demand that the Indemnified Party has determined has given or would reasonably be expected to give rise to such right of indemnification (an “Action”) and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel’s fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, whether monetarily or otherwise, 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 7. CONFIDENTIAL INFORMATION AND PUBLICITY

7.1 Disclosure and Use. All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), 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, (i) such information may be disclosed (A) to the receiving party’s employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services and rendering the 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 (B) as otherwise authorized by this Agreement or as required by applicable law and (ii) each party’s confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party

without a pre-existing restriction as to disclosure, (B) is or becomes publicly available without fault of the receiving party; (C) 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, (D) is developed independently by the receiving party without use of the disclosing party’s Confidential Information or (E) is required to be disclosed by law or regulation, including, but not limited to the TN Open Records Act. To the extent permitted by applicable law, 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 less than a reasonable degree of care. Notwithstanding anything to the contrary contained in this Article 7.1 or the Agreement, Customer acknowledges and agrees that Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service.

7.2 Publicity. Neither party shall issue press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party.

7.3 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 7, including, but not limited to, injunctive relief.

ARTICLE 8. PROHIBITED USES; USE AND PRIVACY POLICIES

8.1 Prohibited Uses; Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the AUP; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. 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. Customer acknowledges and agrees that Customer’s and its users’ use of Services shall be subject to Comcast’s AUP that may limit Customer’s and its users’ use of the Services. Comcast reserves the right to act immediately and without notice to (i) terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast reasonably determines that such use or information is in violation of this Article 8.1 or the Use Policies and (ii) terminate or suspend the Services in the event of fraudulent use of Customer’s Services. Customer acknowledges and agrees that Comcast may, but is not

obligated to, detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast's commercial privacy policy (the "Privacy Policy") applies to Comcast's handling of Customer confidential information. The Privacy Policy is available on the Website. Notwithstanding the foregoing or anything to the Contrary contained in the Agreement or the Privacy Policy, Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services. Comcast may change or modify the Privacy Policy from time to time ("Revisions") by posting such Revisions to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice, with such Revisions to be effective thirty (30) days after the invoice date (unless a shorter period is required by applicable law). 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 such notice, Comcast 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 for any Revisions.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

9.2 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs 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.

EXHIBIT B
COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
DDoS MITIGATION SERVICE

The following additional terms and conditions are applicable to Sales Orders for Comcast's DDoS Mitigation Service:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of Service.

"Service(s)" means Comcast DDoS Mitigation Service.

ARTICLE 1. SERVICES

This attachment shall apply to Comcast's DDoS Mitigation Service. A further description of the Service is set forth in **Schedule A-1** hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

Service shall be provided by Comcast Business Communications, LLC.

ARTICLE 3. PROVISIONING INTERVAL

3.1 Following its acceptance of a Sales Order, Comcast shall (i) notify Customer of the Estimated Availability Date applicable to the Service(s) identified therein, and (ii) to the extent such Sales Order does not already identify a Custom Installation Fee for such Service(s), Comcast shall notify Customer of (A) whether the provision of such Service(s) will require Comcast to extend, build or upgrade the Network in order for Comcast to provide such Service(s) to the applicable Service Location(s) (each a "Custom Install"), and (B) to the extent a Custom Install is required for a Service, Comcast's estimate of the cost associated with completing such Custom Install. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement so long as Comcast is using commercially reasonable efforts to provision the Service as soon as reasonably practicable after the Estimated Availability Date.

3.2 Without limitation to Section 3.1, if (i) Comcast fails to provision a Service by the date that is sixty (60) days after the applicable Estimated Availability Date, (ii)

such failure is not due to a force majeure event or Customer's acts or omissions or a third party not under Comcast's control or in privity with Comcast, and (iii) such Service did not require a Custom Install, then Customer may terminate such Service upon thirty (30) days prior written notice to Comcast and without an obligation to pay Termination Charges; provided that such termination notice must be received by Comcast prior to the date such Service is made available at the applicable Service Location.

ARTICLE 4. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications (defined in Article 7); or (C) the date on which Customer first uses the Service. In the event that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months.

ARTICLE 5. SERVICE REQUIREMENTS

- A. Notwithstanding anything to the contrary contained herein (including, but not limited to, Articles 6.3, 6.4 and 6.5), in order to provide the Service at a Service Location, (i) the Service Location must have Comcast Ethernet Dedicated Internet Service ("Underlay EDI Service"), which must be ordered from Comcast and may be pre-existing or ordered in conjunction with the Service and (ii) the Service and the applicable Underlay EDI Service (i.e., the applicable EDI circuit) must have the same bandwidth capacity. The Service is provided on a per circuit basis. For the purposes of an example only, if Customer has two EDI circuits each at a different Service Location and desires to have the Service with respect to both circuits, it will be required to order the Service with respect to each circuit and each ordered Service will constitute a separate Service for the purposes of the agreement.
- B. Customer acknowledges and agrees that charges may begin to accrue with respect to Underlay EDI Service and the Service at different times. For the avoidance of

doubt, charges will begin to accrue with respect to the Underlay EDI Service in accordance with the PSA applicable thereto.

ARTICLE 6. TERMINATION CHARGES; PORTABILITY; UPGRADES

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

6.2 Termination Charges.

A. Subject to Section 6.2(B) and (C), in the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid non-recurring charges.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

B. Termination Charges shall not apply to Service terminated (i) by Customer (A) as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions, (B) for lack of funds pursuant to Section 5.2 of the Contract or (iii) as a result of the expiration of the Contract (as opposed to termination of the Contract.

C. Customer acknowledges and agrees that termination of the Underlay EDI Service shall constitute a termination of the Service and Customer shall pay Termination Charges with respect to the Service as provided herein; provided, that, (i) if Customer terminated the Underlay EDI Service as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions or (ii) the Underlay EDI Service is terminated by either party on or after the expiration of the initial Service Term applicable to the Underlay EDI

Service, then Customer will not be obligated to pay Termination Charges with respect to the Service.

6.3 Portability. Customer may terminate an existing Service (an "Existing Service") and turn up a replacement Service (*i.e.*, activate Service with termination points on Comcast's network that are different than those of the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; and (b) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast.

6.4 Bandwidth Upgrades. Customer may upgrade bandwidth of an Existing Service without incurring Termination Charges, provided that: (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade.

6.5 Subscription Changes. As further described in Schedule A-1 attached hereto, the Service is available to Customer on an emergency basis, incident-based subscription basis or an unlimited subscription basis. If Customer has the Unlimited Subscription Service or the Incident-Based Subscription Service (each as defined in Schedule A-1), Customer may change to the other subscription service (e.g., if Customer has the Unlimited Subscription Service it may switch to the Incident-Based Subscription Service) without incurring Termination Charges; provided, that, the new subscription service (the "New Subscription Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the New Subscription Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the New Subscription Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the New Subscription Service.

**ARTICLE 7. TECHNICAL SPECIFICATIONS;
SERVICE LEVEL AGREEMENT**

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto (“Technical Specifications”). The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto and incorporated herein by reference.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
DDoS MITIGATION SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS
COMCAST DDoS MITIGATION SERVICES**

Comcast's DDoS Mitigation Service will be provided in accordance with the service descriptions and technical specifications set forth below.

Service Descriptions

DDoS Mitigation Service ("DDoS Service").

The DDoS Service is a managed security service that includes threat mitigation functionality to respond to certain types of distributed denial of service ("DDoS") attacks, including volumetric and flood attacks. The DDoS Service is available to Customer on an emergency, incident-based subscription or unlimited subscription basis, all of which require Customer to have Comcast provided EDI Underlay Service at the applicable Service Location which has the same bandwidth capacity as the DDoS Service.

1. Emergency DDoS Mitigation Service ("Emergency Service")

- A. Upon notification of suspicious traffic from Customer, Comcast will analyze traffic for anomaly detection and patterns to determine whether the business is under a DDoS attack. In performing this analysis, Comcast will gather the appropriate network information (e.g., routable IP addresses). When authorized by Customer via the execution of a Sales Order, which will include relevant fees, Comcast will redirect Customer's incoming Internet traffic to Comcast scrubbing centers where malicious traffic matching specific attack vectors will be filtered and legitimate traffic will be re-routed back to Customer's network.
- B. For those Customers receiving the Emergency Service, applicable charges shall apply with respect to each Mitigation Incident. With respect to Emergency Services, a "Mitigation Incident" is defined as one (1) twenty-four (24) hour window in which Comcast provides Customer with DDoS mitigation assistance as set forth above regardless of whether Comcast provides such assistance for the full twenty-four (24) hours or less than twenty-four (24) hours. Customer acknowledges and agrees that Comcast will discontinue mitigation efforts upon the expiration of each Mitigation Incident unless instructed by Customer to continue mitigation efforts, which Customers may do by contacting the Comcast Security Assurance Team at 877-215-5529. Each twenty-four (24) hour period in which Comcast provides mitigation assistance shall constitute a separate Mitigation Incident subject to additional charges. For illustrative purposes only, if Comcast provides mitigation assistance (i) for twenty-four (24) or fewer hours, there will have been one Mitigation Incident, (ii) for thirty (30) hours, there will have been two Mitigation Incidents and (iii) for forty-nine (49) hours, there will have been three Mitigation Incidents.

2. Unlimited Subscription DDoS Mitigation Service ("Unlimited Subscription Service")

- A. The Unlimited Subscription Service is a subscription-based Service offering that provides Customer with proactive network detection of DDoS attack traffic, alert notifications, and mitigation of attacks. Upon receipt of complete and accurate Customer contact and network information, Comcast will configure Customer's site(s), related IP addresses, and countermeasure options. Following Comcast's completion of such configuration, the parties will conduct an on-boarding call during which Customer will conduct an acceptance test to confirm that the DDoS Service is configured in accordance with Customer's preferences after activation and to verify the operation of DDoS Service.
- B. Comcast monitors the Customer network traffic and will automatically drop or rate limit Layer 3 and Layer 4 traffic at the closest peering edge router using filtering rules. If Comcast detects DDoS attack traffic after applying such filtering rules, an alert will be sent to Customer via email and/or SMS notifying Customer that mitigation is

required. During the mitigation, Comcast will leverage Border Gateway Protocol (BGP) to route any traffic that is not filtered to Comcast scrubbing centers where malicious traffic will be filtered and legitimate traffic will be routed back to Customer's network. After mitigation is terminated, all traffic is directed back to Customer's network via normal paths.

C. Customer has a choice of On-Demand or Automatic mitigation options under the Unlimited Subscription Service:

- a. On-Demand. Customer must authorize Comcast by phone to initiate mitigation. Time to mitigate (the "Mitigation Interval") is the elapsed time from when the customer authorizes Comcast to enable mitigation until Comcast initiates mitigation of any attack traffic. Mitigation ceases when attack traffic is no longer detected.
- b. Automatic. With the Automatic mitigation option, no Customer intervention is required. Comcast's scrubbing platform automatically initiates mitigation when an alert is generated due to the detection of attack traffic exceeding pre-set thresholds. The Mitigation Interval is the elapsed time from when the alert is generated to when Comcast initiates mitigation of any attack traffic. Mitigation ceases when attack traffic is no longer detected.

3. Incident-Based Subscription DDoS Mitigation Service ("Incident-Based Subscription Service")

- A. The Incident-Based Subscription Service is a subscription-based Service offering that provides Customer with proactive network detection of DDoS attack traffic, alert notifications, and mitigation of attacks. Upon receipt of complete and accurate Customer contact and network information, Comcast will configure Customer's site(s), related IP addresses, and countermeasure options. Following Comcast's completion of such configuration, the parties will conduct an on-boarding call during which Customer will conduct an acceptance test to confirm that the DDoS Service is configured in accordance with Customer's preferences after activation and to verify the operation of DDoS Service.
- B. Comcast monitors the Customer network traffic and will automatically drop or rate limit Layer 3 and Layer 4 traffic at the closest peering edge router using filtering rules. If Comcast detects DDoS attack traffic after applying such filtering rules, an alert will be sent to both the Comcast operations center and the Customer via email and/or SMS notifying Customer that mitigation is required. Customer must authorize Comcast by phone to initiate mitigation (i.e. On-Demand) and the Mitigation Interval shall be the elapsed time from when the customer authorizes Comcast to enable mitigation until Comcast initiates mitigation of any attack traffic. Comcast will continue its mitigation efforts until instructed by Customer to terminate mitigation. During the mitigation, Comcast will leverage BGP to route any traffic that is not filtered to Comcast scrubbing centers where malicious traffic will be filtered and legitimate traffic will be routed back to Customer's network. After mitigation is terminated, all traffic is re-directed back to Customer's network via normal paths.
- C. For those Customers receiving the Incident-Based Subscription Service, additional charges (in addition to the monthly recurring charges (MRC)) shall apply with respect to each Mitigation Incident. With respect to the Incident-Based Subscription Service, a "Mitigation Incident" is defined as one (1) twelve-hour (12) hour window in which Comcast provides Customer with DDoS mitigation assistance as set forth above regardless of whether Comcast provides such assistance for the full twelve (12) hours or less than twelve (12) hours. Customer acknowledges and agrees that Comcast will discontinue mitigation efforts upon the expiration of each Mitigation Incident unless instructed by Customer to continue mitigation efforts, which Customers may do by contacting the Comcast Security Assurance Team at 877-215-5529. Each twelve (12) hour period in which Comcast provides mitigation assistance shall constitute a separate Mitigation Incident subject to additional charges. For illustrative purposes only, if Comcast provides mitigation assistance (i) for twelve (12) or fewer hours, there will have been one Mitigation Incident, (ii) for fifteen (15) hours, there will have been two Mitigation Incidents and (iii) for twenty-five (25) hours, there will have been three Mitigation Incidents.

4. **Disclaimer.** Customer acknowledges the following additional terms for the DDoS Mitigation Service
- A. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WHILE COMCAST CAN PROVIDE DETECTION AND NOTIFICATION OF DDOS ATTACKS WITH RESPECT TO IPv.6, COMCAST DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv.6.
 - B. When Customer Internet traffic is traversing Comcast mitigation platform, Comcast makes no guarantees that only DDoS attack traffic will be prevented from reaching the Service Location nor that only legitimate traffic will be allowed to reach Customer.
 - C. Comcast mitigation constitutes only one component of Customer's overall security program and is not a comprehensive security solution; instead the DDoS Mitigation Service is intended to mitigate the impacts of certain types of DDoS attacks that are already underway.
 - D. Comcast makes no warranty, express or implied, that: (i) all DDoS attacks will be detected (for Customers receiving a Subscription Service); (ii) the mitigation efforts implemented by Comcast in response to such DDoS attacks will be successful in mitigating the overall impact of the incident; or (iii) or that Comcast detection, alerting, and/or mitigation will be uninterrupted or error-free. Customer also understands that there may be volumetric-based attacks that exceed the amount of traffic volume that Comcast can successfully divert.
 - E. Comcast's ability to provide the DDoS Mitigation Services is contingent on (i) Customer providing accurate and timely information to Comcast, including the provision of IP addresses and (ii) Customer provided equipment and software being compatible with the Service as determined by Comcast in its sole discretion (e.g., Comcast will not be able to provide a 3GB DDoS Mitigation Service if Customer has a 1GB Firewall).

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
DDoS MITIGATION SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Comcast's DDoS Mitigation Service is backed by the following Service Level Agreement ("SLA"):

A. Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the DDoS Mitigation Services PSA or the General Terms and Conditions.

"Subscription Service" means, as applicable, the Unlimited Subscription Service or Incident Based Subscription Service.

B. DDoS Mitigation Services - Service Level Agreement

a. Service Delivery Interval

For a customer adding Unlimited Subscription Service or Incident-Based Subscription Service to a new Comcast EDI service, the Subscription Service delivery interval will be the same as the EDI service delivery interval. For a customer with existing EDI service, Comcast will configure and activate Customer's Subscription Service within ten (10) business days of submitting the order for the Subscription Service.

Service Delivery Option	Service Delivery Interval	Remedy
Add Subscription Service to New EDI Service	At time of EDI service delivery	No Credit
	More than twenty-four (24) hours after EDI service delivery	50% of the DDoS Service Activation Fee
Add Subscription Service to Existing EDI Service	Less than or equal to 10 business days	No Credit
	More than 10 business days	100% of the DDoS Service Activation Fee

b. Mitigation Interval

Service	Mitigation Option	Mitigation Interval	Remedy
Emergency DDoS Mitigation	N/A	Less than or equal to 60 minutes	No Credit
		Greater than 60 minutes	One day of Daily Mitigation fee
Unlimited Subscription DDoS Mitigation	On-Demand*	Less than or equal to 15 minutes from Customer authorization	No Credit
		Greater than 15 minutes from Customer authorization	1/30 of DDOS MRC
	Automatic**	Less than or equal to 5 minutes from discovery of attack traffic	No Credit
		Greater than 5 minutes from discovery of attack traffic	1/30 of DDOS MRC
Incident-based Subscription DDoS Mitigation	On Demand*	Less than or equal to 15 minutes from Customer authorization	No Credit
		Greater than 15 minutes from Customer authorization	1/30 of DDOS MRC

*After receipt of Customer's notification of suspicious Internet traffic and Comcast's acceptance of the Sales Order or Customer request, Comcast shall commence On Demand Mitigation within the above stated Mitigation Intervals.

**Upon identification of suspicious Internet traffic by Comcast threat detection platform, Comcast shall commence Automatic Mitigation within the above stated Mitigation Interval.

Customer shall be entitled to up to one credit per day and, for any billing month, Credits may not exceed fifty percent (50%) of the total MRC of the applicable Subscription Service.

In order to receive a Credit for Comcast's failure to meet the DDoS Mitigation SLA detailed above, Customer must open a trouble ticket with Comcast. Customer must request a credit within thirty (30) days following the initial attack event.

B. Exceptions and Terms applicable to all SLAs

Emergency Blocking

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the Party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

Comcast failure to meet the service objectives or the Mitigation Intervals shall not qualify for the remedies set forth herein if such failures related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any service interruption, Liability, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives and Mitigation Intervals.

EXHIBIT C
COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Dedicated Internet Service:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of Service.

"HFC Network" means a hybrid fiber coax network

"Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"Off-Net" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast network facilities. All Off-Net Services are provided by third-party service providers. Off-Net Services provisioned over a fiber optic network are referred to as **"Off-Net Fiber."**

"On-Net" means geographical locations where Comcast currently provides Services through its Comcast network. On-Net Services may be provisioned over a fiber optic network ("On-Net Fiber"), or via a HFC Network ("On-Net HFC"), as available through Comcast.

"Service(s)" means Ethernet Dedicated Internet Services.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Dedicated Internet Service. A further description of the Service is set forth in **Schedule A-1** hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

On-Net Service shall be provided by Comcast Business Communications, LLC.

On-Net Service provided over the HFC Network and Off-Net Services are available in a limited number of markets. For information on service availability, call 866-429-0152.

ARTICLE 3. CUSTOM INSTALLATION FEES

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 4. PROVISIONING INTERVAL

4.1 Following its acceptance of a Sales Order, Comcast shall (i) notify Customer of the Estimated Availability Date applicable to the Service(s) identified therein, and (ii) to the extent such Sales Order does not already identify a Custom Installation Fee for such Service(s), Comcast shall notify Customer of (A) whether the provision of such Service(s) will require Comcast to extend, build or upgrade the Network in order for Comcast to provide such Service(s) to the applicable Service Location(s) (each a "Custom Install"), and (B) to the extent a Custom Install is required for a Service, Comcast's estimate of the cost associated with completing such Custom Install. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement so long as Comcast is using commercially reasonable efforts to provision the Service as soon as reasonably practicable after the Estimated Availability Date.

4.2 Without limitation to Section 4.1, if (i) Comcast fails to provision a Service by the date that is sixty (60) days after the applicable Estimated Availability Date, (ii) such failure is not due to a force majeure event or Customer's acts or omissions or a third party not under Comcast's control or in privity with Comcast, and (iii) such Service did not require a Custom Install, then Customer may terminate such Service upon thirty (30) days prior written notice to Comcast and without an obligation to pay Termination Charges; provided that such termination notice must be received by Comcast prior to the date such Service is made available at the applicable Service Location.

4.3 Without limitation to Section 4.1, if (i) a Service requires a Custom Install, (ii) Comcast fails to install such Service by the applicable Estimated Availability Date, and (iii) such failure is not due to a force majeure event or the acts or omissions of Customer or a third party not under Comcast's control or in privity with Comcast, then for each thirty (30) day period after the Estimated Availability Date that the Service is not available, the Service Term for such

Service will be extended by one (1) month (each an "EAD Extension Period"), and Customer shall not be obligated to pay the monthly recurring charge for such Service with respect to each such EAD Extension Period; provided that, notwithstanding the foregoing, the maximum number of EAD Extension Periods Customer shall be entitled to for a given Service under this Section 4.3 shall be three (3). For illustrative purposes only and assuming the conditional requirements of Section 4.3(i)-(iii) are satisfied for a given Service and that Service has a thirty (36) month Service Term:

- A. If such Service is made available to Customer on the date that is thirty (30) days (or less) after the Estimated Availability Date, no EAD Extension Period shall be granted to Customer.
- B. If such Service is made available to Customer on the date that is thirty one (31) days after the Estimated Availability Date, (i) Customer shall be granted one EAD Extension Period, meaning the Service Term for such Service will now be thirty seven (37) months, and (ii) Customer shall not owe the monthly recurring service charge for such EAD Extension Period (i.e., the thirty seventh (37th) month of the Service Term).
- C. If such Service is made available to Customer on the date that is sixty one (61) days after the Estimated Availability Date, (i) Customer shall be granted two EAD Extension Periods, meaning the Service Term for such Service will now be thirty eight (38) months, and (ii) Customer shall not owe the monthly recurring service charge for each such EAD Extension Period (i.e., the thirty seventh (37th) and thirty eighth (38th) month of the Service Term).
- D. If such Service is made available to Customer on the date that is ninety one (91) days (or more) after the Estimated Availability Date, (i) Customer shall be granted three EAD Extension Period, meaning the Service Term for such Service will now be thirty nine (39) months, and (ii) Customer shall not owe the monthly recurring service charge for each such EAD Extension Period (i.e., the thirty seventh (37th), thirty eighth (38th) and thirty ninth (39th) month of the Service Term).

ARTICLE 5. SERVICE COMMENCEMENT DATE

The Service Commencement Date shall be defined as the date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates. Comcast shall notify Customer that the Services are available for use on the Service Commencement Date. Any failure or refusal on the part of

Customer to be ready to receive the Service on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

ARTICLE 6. TERMINATION CHARGES; PORTABILITY; UPGRADES

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twenty four (24) months.

6.2 Termination Charges for On-Net Services.

A. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order, but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service plus twenty percent (20%).

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

C. Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall also pay any third-party service provider ancillary fees incurred by Comcast due to the early termination of Service by the

Customer.

6.3 Exclusions. Termination Charges shall not apply to Service terminated (i) by Customer (A) as a result of Comcast's material and uncured breach in accordance with the Contract and General Terms and Conditions, (B) for lack of funds pursuant to Section 5.2 of the Contract or (C) pursuant to Section 4.2 of this PSA, (iii) as a result of the expiration of the Contract (as opposed to termination of the Contract.

6.4 Portability. Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (*i.e.*, having termination points on Comcast's network that are different than those of the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

6.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that: (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

ARTICLE 7. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by third parties, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s).

Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 8. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("Technical Specifications"). The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto and incorporated herein by reference.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS
COMCAST ETHERNET DEDICATED INTERNET SERVICES**

Comcast's Ethernet Dedicated Internet Service will be provided in accordance with the service descriptions and technical specifications set forth below:

Service Descriptions

Ethernet Dedicated Internet Service ("EDI"). EDI provides reliable, simple, and flexible access to the Internet. The Service is offered in the Ethernet User-to-Network Interfaces ("UNI") increments identified in Figure 1 below and is available in Committed Information Rate ("CIR") speed increments starting at 1Mbps, subject to available capacity. The Service provides an Ethernet Virtual Connection ("EVC") from the Customer Service Location to a Comcast Internet Point of Presence ("POP") router.

EDI Technical Specifications

1. Ethernet User-to-Network Interface. The Service provides the bidirectional, full duplex transmission of untagged Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI) to attach to the Customer's router. Figure 1 lists the available UNI speed and their UNI Physical Interfaces, and available CIR bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are generally not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
		1 Mbps	25,000
100 Mbps	100BaseT	10 Mbps	250,000
1 Gbps	1000Base T or 1000BaseSX	100 Mbps	2,500,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	25,000,000
100 Gbps	100GBASE-LR4	10 Gbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR Increments

2. Traffic Management. Comcast's network traffic-policing policies restrict traffic flow to the subscribed, CIR. If the Customer-transmitted bandwidth rate exceeds the subscription rate CIR and CBS, Comcast will discard the non-conformant packets. The Customer's router must shape traffic to the contracted CIR. Traffic management policies associated with any Off-Net portions of Service will conform to the policies enforced by the third-party service provider.

3. Maximum Frame Size. The Service supports a maximum transmission unit ("MTU") frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

4. Layer 2 Control Protocol ("L2CP") Processing. All L2CP frames are discarded at the UNI.

5. IP Address Allocation. IP address space is a finite resource that is an essential requirement for all Internet access services. Comcast assigns up to two (2) routable IP addresses to each customer circuit. Customer can obtain additional IP addresses if required based on American Registry for Internet Numbers ("ARIN") guidelines and by completing an IP address request form; additional charges may apply.

6. Domain Name Service. Comcast provides primary and secondary Domain Name Service ("DNS"). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

7. Border Gateway Protocol (“BGP”) Routing. Comcast supports BGP-4 routing (“BGP-4”) as an optional service feature. BGP-4 allows Customers to efficiently multi-home across multiple ISP networks. This optional service feature requires an Autonomous System Number (ASN) be assigned to a customer by the ARIN. Customers should also be proficient in BGP routing protocol to provision and maintain this optional service feature on their router. Additional information and requirements for BGP routing will be provided to the Customer upon request. Comcast supports private peering if the Customer is multi-homed only to Comcast’s network.

8. Monitoring, Technical Support and Maintenance

1. Network Monitoring. Comcast monitors On-Net Service on a 24x7x365 basis.

2. Technical Support. Comcast provides a toll-free trouble reporting telephone number to the Comcast Enterprise Technical Support (“ETS”) center that operates on a 24x7x365 basis. Comcast provides technical support for Service-related inquiries. ETS will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.

A. Escalation. Reported troubles are escalated within the ETS to meet the response/restoration objectives described below (Response and Restoration Standards). Service issues are escalated within Comcast ETS as follows: to a Supervisor at the end of the applicable objective time interval plus one (1) hour; to a Manager at the end of the applicable objective time interval plus two (2) hours, and to a Director at the end of the applicable objective time interval plus four (4) hours.

B. Maintenance. Comcast’s standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days’ notice for service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Customer.

3. Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for receipt of the Services. Customers are required to shape their egress traffic to the CIR identified in the Sales Order. Comcast will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Customer’s failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided Services.

Response and Restoration Standards

Comcast has the following response and restoration objectives:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged over one Month	Escalation (see above)

Customer shall bear any expense incurred, *e.g.*, dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

COMCAST ENTERPRISE SERVICES

PRODUCT-SPECIFIC ATTACHMENT

ETHERNET DEDICATED INTERNET SERVICES

SCHEDULE A-2

SERVICE LEVEL AGREEMENT

Comcast's Ethernet Dedicated Internet Service is backed by the following Service Level Agreement ("SLA"):

A. Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Dedicated Internet Services PSA or the General Terms and Conditions.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be "Available" in the absence of a Service Interruption.

B. EDI Service Level Agreements

1. Availability SLAs. Except as provided in Article 6.1 of the General Terms and Conditions, Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below ("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. Upon Customer reporting an interruption in the portion of a Service, Comcast shall promptly open a trouble ticket. The Service Interruption ends when the affected portion of the Service has been restored and Comcast has closed the trouble ticket.

TABLE 1: Availability SLA for Services provided over On-Net Fiber (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	100% of Total MRC

TABLE 2: Availability SLA for Services provided over Off-Net Fiber (99.95% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 20 minutes	None
At least 20 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	100% of Total MRC

TABLE 3: Availability SLA for Services provided over On-Net HFC or Off-Net Non-Fiber Transport (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	100% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 100% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

C. Exceptions and Terms applicable to all SLAs

Emergency Blocking

The parties agree that if either Party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the Party may, after engaging in reasonable and good faith efforts to notify the other Party of the need to block, block any transmission path over its network by the other Party where transmissions do not meet material standard industry requirements. The Parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the Party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no Party will have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Article 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.

EXHIBIT D
COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ACTIVECORESM – MANAGED SERVICES

The following additional terms and conditions are applicable to Sales Orders for Comcast's ActiveCoreSM – Managed Service:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

“ACD” means a document containing details regarding the Customer Local Area Network (LAN) which will enable Comcast to create the configuration for the Base Service.

“Base Service” means the Comcast ActiveCoreSM service with respect to which the Service is provided (e.g., Router).

“Estimated Availability Date” means the target date for delivery of a Service.

“Service” means Comcast ActiveCoreSM Managed Service.

ARTICLE 1. SERVICES

This attachment shall apply to ActiveCoreSM Managed Service. A further description of the ActiveCoreSM Managed Service is set forth in Schedule A-1 which is incorporated herein by reference.

ARTICLE 2. PROVIDER

The Services shall be provided by Comcast Business Communications, LLC or its applicable subsidiaries or Affiliates (“Comcast”).

ARTICLE 3. CUSTOM INSTALLATION FEES

Once Comcast accepts a Sales Order for Services, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 4. PROVISIONING INTERVAL

4.1 Following its acceptance of a Sales Order, Comcast shall (i) notify Customer of the Estimated Availability Date applicable to the Service(s) identified therein, and (ii) to the extent such Sales Order does not already identify a Custom Installation Fee for such Service(s), Comcast shall notify Customer of (A) whether the provision of such Service(s) will

require Comcast to extend, build or upgrade the Network in order for Comcast to provide such Service(s) to the applicable Service Location(s) (each a “Custom Install”), and (B) to the extent a Custom Install is required for a Service, Comcast's estimate of the cost associated with completing such Custom Install. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement so long as Comcast is using commercially reasonable efforts to provision the Service as soon as reasonably practicable after the Estimated Availability Date.

4.2 Without limitation to Section 4.1, if (i) Comcast fails to provision a Service by the date that is sixty (60) days after the applicable Estimated Availability Date, (ii) such failure is not due to a force majeure event or Customer's acts or omissions or a third party not under Comcast's control or in privity with Comcast, and (iii) such Service did not require a Custom Install, then Customer may terminate such Service upon thirty (30) days prior written notice to Comcast and without an obligation to pay Termination Charges; provided that such termination notice must be received by Comcast prior to the date such Service is made available at the applicable Service Location.

ARTICLE 5. SERVICE COMMENCEMENT DATE

The Service Commencement Date for the Service shall be the same date as the Service Commencement Date for the Base Service (as the same is defined in the PSA applicable to the Base Service).

ARTICLE 6. SERVICE REQUIREMENTS

The Service is provided in connection with the applicable Base Service. Customer must have the Base Service in order to receive the Service.

ARTICLE 7. TERMINATION CHARGES;

7.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein.

7.2 Termination Charges for Services.

(A) Subject to Sections 6.2(C) and (D), in the event that a Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service.

(B) Subject to Sections 6.2(C) and (D), in the event that a Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

(C) Termination Charges shall not apply to Service terminated (i) by Customer (A) as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions, (B) for lack of funds pursuant to Section 5.2 of the Contract or (iii) as a result of the expiration of the Contract (as opposed to termination of the Contract).

(D) Customer acknowledges and agrees that termination of the Base Service shall constitute a termination of the Service and Customer shall pay Termination Charges with respect to the Service as provided herein; provided, that, if Customer terminated the Base Service as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions, then Customer will not be obligated to pay Termination Charges with respect to the Service

ARTICLE 8. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS

The technical specifications and performance standards applicable to the Service are set forth in the Schedule A-1.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ACTIVECORESM MANAGED SERVICES**

SCHEDULE A-1

**MANAGED SERVICES
SERVICE DESCRIPTIONS & TECHNICAL SPECIFICATIONS**

Managed Services allow customers to simplify network operations and optimize IT resources by outsourcing network management tasks to Comcast. Comcast's Managed Services are (i) available, and where indicated, required, in conjunction with the Comcast ActiveCoreSM services identified below and (ii) will be provided in accordance with the service descriptions and technical specifications set forth herein.

- Router Service ("Router" or "Router Service") – Required

Managed Service – Router

Comcast will create a custom configuration for the Customer's Router Service to meet the needs of the Customer's Local Area Network ("LAN"). Specifically, Managed Service for Router includes the following:

- 1.1.1 Managed Onboarding:** Comcast will sponsor a kick-off call with the Customer to explain the Router delivery process and what is required from the Customer.
- 1.1.2 Professional Network Design:** Customer will provide detailed information on its LAN to Comcast through an interview led by Comcast. Comcast will document the technical information into an ACD and the Customer will review and confirm that the ACD is correct. Comcast will create the customized configuration for the SD Router Service, based on the Customer approved ACD.
- 1.1.3 Managed Install, Test and Turn-up:** When Comcast installs the Router equipment, the configuration created for the Customer will be loaded on the equipment and Comcast will test the same. Following the Service Commencement Date, Comcast will provide Customer with a site birth certificate which will include service details and test results.
- 1.1.4 Network Monitoring and Management:** On and after the Service Commencement Date, Comcast will monitor the Router Service 24/7/365 and pull alarms from the equipment related to the Router Service. Comcast will send an alert to the Customer for specific, Router Service impacting alarms. After receiving such an alarm, Comcast will open an internal ticket and begin to troubleshoot the issue. It is recommended the Customer open a customer trouble ticket with Comcast to confirm that Customer is being impacted by the issue.
- 1.1.5 On-Going Solution Support:**
 - 1.1.5.1** Comcast will support Customer requested configuration changes, in accordance with Comcast's then current configuration change policy (the "Configuration Change Policy"). Upon request, Comcast shall provide Customer with its then current Configuration Change Policy. Customer acknowledges and agrees that the Configuration Change Policy limits the number of configuration changes that Customer may make with respect to a given Service Location in a given year. After the total allowable configuration changes permitted by the Configuration Change Policy have been exhausted, Comcast may invoice the Customer for configuration changes in accordance with the Configuration Change Policy.
 - 1.1.5.2** If a Comcast vendor develops software updates and/or security patches for such vendor's equipment which Comcast uses to provide the Router Service, Comcast will upload such software updates and/or security patches to the applicable equipment to the extent Comcast determines, in its sole discretion, that such software updates and/or security patches are necessary. Updates or patches that are viewed as critical may require immediate action with a maintenance window. For the avoidance of doubt, Comcast shall have no obligation to develop software updates or security patches and its only obligation under this paragraph is to install updates and security patches developed by its applicable vendors to the extent Comcast determines, in its sole discretion, that such software updates and/or security patches are necessary.

EXHIBIT E
COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ACTIVECORESM - ROUTER SERVICE

The following additional terms and conditions are applicable to Sales Orders for Comcast's ActiveCoreSM Router Services:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of a Service.

"Service(s)" means ActiveCoreSM Router Service.

ARTICLE 1. SERVICES

This attachment shall apply to Comcast's ActiveCoreSM Router Service which is delivered via Comcast's ActiveCoreSM platform. A further description of the Service is set forth in Schedule A-1 hereto which incorporated herein by reference.

ARTICLE 2. PROVIDER

The Services shall be provided by Comcast Business Communications, LLC or its applicable subsidiaries or Affiliates ("Comcast").

ARTICLE 3. CUSTOM INSTALLATION FEES

Once Comcast accepts a Sales Order for Services, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 4. PROVISIONING INTERVAL

4.1 Following its acceptance of a Sales Order, Comcast shall (i) notify Customer of the Estimated Availability Date applicable to the Service(s) identified therein, and (ii) to the extent such Sales Order does not already identify a Custom Installation Fee for such Service(s), Comcast shall notify Customer of (A) whether the provision of such Service(s) will require Comcast to extend, build or upgrade the Network in order for Comcast to provide such Service(s) to the applicable Service Location(s) (each a "Custom Install"), and (B) to the extent a Custom Install is required for a Service, Comcast's estimate of the cost associated with completing such Custom Install. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability

Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement so long as Comcast is using commercially reasonable efforts to provision the Service as soon as reasonably practicable after the Estimated Availability Date.

4.2 Without limitation to Section 4.1, if (i) Comcast fails to provision a Service by the date that is sixty (60) days after the applicable Estimated Availability Date, (ii) such failure is not due to a force majeure event or Customer's acts or omissions or a third party not under Comcast's control or in privity with Comcast, and (iii) such Service did not require a Custom Install, then Customer may terminate such Service upon thirty (30) days prior written notice to Comcast and without an obligation to pay Termination Charges; provided that such termination notice must be received by Comcast prior to the date such Service is made available at the applicable Service Location.

ARTICLE 5. SERVICE COMMENCEMENT DATE

- A. Comcast shall inform Customer when a Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 ("Availability Notification").
- B. Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications; or (C) the date on which Customer first uses the Service. In the event that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months.
- C. Customer acknowledges and agrees that charges may begin to accrue with respect to Comcast provided Underlay Connectivity Service (as defined below) and the Service at different times. For the avoidance of doubt, charges will begin to accrue with respect to Underlay Connectivity Services provided by Comcast in accordance with the PSA applicable thereto.

ARTICLE 6. SERVICE REQUIREMENTS

In order to provide the Service at a Service Location, the Service Location must have connectivity to the Internet or a private Ethernet network ("Underlay Connectivity Service"). The Underlay Connectivity Service must be ordered from Comcast and may be pre-existing or ordered in conjunction with the Service. Notwithstanding the foregoing, if the Service configuration requires multiple Underlay Connectivity Services:

- A. one underlay must be an Underlay Connectivity Service provided by Comcast; and,
- B. the other Underlay Connectivity Service(s) may be provided:
 - (i) by Comcast; or,
 - (ii) by the Customer as long as the Customer provided Underlay Connectivity Service(s) meets the technical specifications provided by Comcast. Comcast reserves the right to refuse to use an Underlay Connectivity Service with the Service that does not meet the Comcast technical specifications.

ARTICLE 6. TERMINATION CHARGES:

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein.

6.2 Termination Charges for Services.

(A) Subject to Sections 6.2(C) and 6.2(D), in the event that a Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service.

(B) Subject to Sections 6.2(C) and 6.2(D), in the event that a Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

(C) Termination Charges shall not apply to Service terminated (i) by Customer (A) as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions or (B) for lack of funds pursuant to Section 5.2 of the Contract or (iii) as a result of the expiration of the Contract (as opposed to termination of the Contract.

(D) Customer acknowledges and agrees that termination of the Comcast provided Underlay Connectivity Service shall constitute a termination of the Service and Customer shall pay Termination Charges with respect to the Service as provided herein; provided, that, if Customer terminated such Underlay Connectivity Service as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions applicable thereto, then Customer will not be obligated to pay Termination Charges with respect to the Service.

6.3 Portability. Customer may terminate an existing Service (an "Existing Service") and turn up a replacement Service (i.e., activate Service at a different Service Location) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

ARTICLE 7. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS

The technical specifications and performance standards applicable to the Service are set forth in Schedule A-1.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ACTIVECORESM SD- ROUTER SERVICES**

SCHEDULE A-1

**SOFTWARE-DEFINED ROUTER
SERVICE DESCRIPTIONS & TECHNICAL SPECIFICATIONS**

Comcast's Router Services ("Router" or "Router Service") will be provided in accordance with the service descriptions and technical specifications set forth below. **Comcast Managed Service must be ordered in conjunction with the Router Service.**

Router

The Router sits between the customer Local Area Network ("LAN") and the Wide Area Network ("WAN"). The Router solution can support connectivity speeds from 10 Mbps to 10 Gbps. The Router can support a single connectivity solution or a dual-homed solution for greater redundancy. The Router has a Layer 3/4 stateful firewall. The stateful firewall performs inspection and keeps track of each connection in the state table.

1. Technical Specifications

The Router Service is a service delivered via one of two platforms, both of which deliver a router services at the applicable Service Location: (1) one platform leverages network function virtualization to create a flexible, reliable and easy to manage router service and (2) one platform utilizes a service specific piece of equipment designed and programed to deliver router services.

- 1.1** Router Service includes either Universal Customer Premise Equipment or service specific equipment that is installed by Comcast at the Customer location. The equipment is owned by Comcast and leased to the Customer.
- 1.2** Router Service supports several routing protocols including BGP, Static, VRF and IPv4.
- 1.3** Router Service supports a stateful firewall and access control lists.
- 1.4** Router Service supports dynamic NAT with PAT, 1:1 NAT and persistent NAT.
- 1.5** Router Service supports DSCP-based prioritization and egress traffic shaping and policing for QOS.

2. Security Monitoring and Mitigation.

For the Router Service, Comcast monitors the equipment. **COMCAST DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, ANY SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS.** Upon request by Customer, Comcast will modify the configuration of the Router Service in accordance with specifications provided by Customer to attempt to mitigate security events and security threats identified by Customer. Comcast's sole obligation is to implement the configuration settings requested by Customer. This Service is provided on a commercially reasonable efforts basis only and Comcast makes no guarantees with respect to the detection or blocking of viruses/worm/malware or any other types of attacks, and is not responsible for any such malicious data that may be transmitted over the provided network.

3. Technical Support and Maintenance

Comcast provides Service Level Objectives for the Service, including mean time to respond, and mean time to restore.

3.1. Mean Time to Respond

Mean Time to Respond is the average time required for Customer Enterprise Technical Support ("ETS") to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with ETS.

3.2. Mean Time to Replace

Mean Time to Replace is the average time required to ship replacement equipment to the applicable Service Location. The Mean Time to Replace objective is as stated below for electronic equipment failure from the time a trouble ticket is opened with ETS.

Mean Time to Replace Equipment	
On-Net Services	Same day replacement
Off-Net Services	Next day replacement

“On-Net Services” means geographical locations where Comcast currently provides Services through its Comcast network.

“Off-Net Services” means geographical locations that are outside of Comcast’s service area and/or geographical locations that are within Comcast’s service area generally, but are not readily accessible by Comcast network facilities.

3.3. Technical Support

Comcast provides a toll-free trouble reporting telephone number to the ETS center that operates on a 24x7x365 basis. Comcast provides technical support for service related inquiries. Technical support will not offer consulting or advice on issues relating to Customer-Premises Equipment (“CPE”) or other equipment not provided by Comcast.

- **Escalation.** Reported troubles are escalated within the Comcast Business Services Network Operations Center (BNOC) to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within the Comcast BNOC as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.
- **Maintenance.** Comcast’s standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum forty eight (48) hour notice for non-service impacting maintenance. Comcast provides a minimum of seven (7) days’ notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Customer.
- Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering Services.

3.4. Response and Restoration Standards. Comcast has the following response and restoration objectives. The objectives below do not include the time needed to ship replacement equipment to the Customer’s location.

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged Over A Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

4. Customer Responsibilities

Customers have the following responsibilities related to the installation, support, and maintenance of the Service:

- Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the Customer facilities, no further than fifty feet from the Customer router or switch interface.
- Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- Provide UPS AC power equipment, circuit sizing to be determined, if applicable.
- Emergency local generator backup service, if applicable.
- Provide access to the buildings and Demarcation Point at each Customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

5. Emergency Blocking

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

EXHIBIT H
COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
TRUNK SERVICES

The following additional terms and conditions are applicable to Sales Orders for Comcast's Trunk Services:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of Service.

"Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by provided by a local exchange company or other communications company).

"Services" means Trunk Services.

ARTICLE 1. SERVICES

This attachment shall apply to Trunk Services. A further description of these Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

Service shall be provided by Comcast IP Phone, LLC or one of its applicable affiliates or subsidiaries.

ARTICLE 3. CUSTOM INSTALLATION FEE

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Service Order.

ARTICLE 4. PROVISIONING INTERVAL

4.1 Following its acceptance of a Sales Order, Comcast shall (i) notify Customer of the Estimated Availability Date applicable to the Service(s) identified therein, and (ii) to the extent such Sales Order does not already identify a Custom Installation Fee for such Service(s), Comcast shall notify Customer of (A) whether the provision of such Service(s) will require Comcast to extend, build or upgrade the Network in order for Comcast to provide such Service(s) to the applicable Service Location(s) (each a "Custom Install"), and (B) to the extent a Custom Install is required for a Service, Comcast's estimate of the cost associated with completing such Custom Install. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement so long as Comcast is using commercially reasonable efforts to provision the Service as soon as reasonably practicable after the Estimated Availability Date.

4.2 Without limitation to Section 4.1, if (i) Comcast fails to provision a Service by the date that is sixty (60) days after the applicable Estimated Availability Date, (ii) such failure is not due to a force majeure event or Customer's acts or omissions or a third party not under Comcast's control or in privity with Comcast, and (iii) such Service did not require a Custom Install, then Customer may terminate such Service upon thirty (30) days prior written notice to Comcast and without an obligation to pay Termination Charges; provided that such termination notice must be received by Comcast prior to the date such Service is made available at the applicable Service Location.

4.3 Without limitation to Section 4.1, if (i) a Service requires a Custom Install, (ii) Comcast fails to install such Service by the applicable Estimated Availability Date, and (iii) such failure is not due to a force majeure event or the acts

or omissions of Customer or a third party not under Comcast's control or in privity with Comcast, then for each thirty (30) day period after the Estimated Availability Date that the Service is not available, the Service Term for such Service will be extended by one (1) month (each an "EAD Extension Period"), and Customer shall not be obligated to pay the monthly recurring charge for such Service with respect to each such EAD Extension Period; provided that, notwithstanding the foregoing, the maximum number of EAD Extension Periods Customer shall be entitled to for a given Service under this Section 4.3 shall be three (3). For illustrative purposes only and assuming the conditional requirements of Section 4.3(i)-(iii) are satisfied for a given Service and that Service has a thirty (36) month Service Term:

- A. If such Service is made available to Customer on the date that is thirty (30) days (or less) after the Estimated Availability Date, no EAD Extension Period shall be granted to Customer.
- B. If such Service is made available to Customer on the date that is thirty one (31) days after the Estimated Availability Date, (i) Customer shall be granted one EAD Extension Period, meaning the Service Term for such Service will now be thirty seven (37) months, and (ii) Customer shall not owe the monthly recurring service charge for such EAD Extension Period (i.e., the thirty seventh (37th) month of the Service Term).
- C. If such Service is made available to Customer on the date that is sixty one (61) days after the Estimated Availability Date, (i) Customer shall be granted two EAD Extension Periods, meaning the Service Term for such Service will now be thirty eight (38) months, and (ii) Customer shall not owe the monthly recurring service charge for each such EAD Extension Period (i.e., the thirty seventh (37th) and thirty eighth (38th) month of the Service Term).
- D. If such Service is made available to Customer on the date that is ninety one (91) days (or more) after the Estimated Availability Date, (i) Customer shall be granted three EAD Extension Period, meaning the Service Term for such Service will now be thirty nine (39) months, and (ii) Customer shall not owe the monthly recurring service charge for each such EAD Extension Period (i.e., the thirty seventh (37th), thirty eighth (38th) and thirty ninth (39th) month of the Service Term).

ARTICLE 5. SERVICE COMMENCEMENT DATE

The Service Commencement Date shall be defined as 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. Comcast shall notify Customer that the Services are available for use on the Service Commencement Date. Any failure or refusal on the part of Customer to be ready to receive the Service on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

ARTICLE 6. TERMINATION CHARGES; PORTABILITY; UPGRADES

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twenty four (24) months.

6.2 Termination Charges.

A. In the event that Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service.

B. In the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

6.3 Exclusions. Termination Charges shall not apply to Service terminated (i) by Customer (A) as a result of Comcast's material and uncured breach in accordance with the Contract and the General Terms and Conditions, (B) for lack of funds pursuant to Section 5.2 of the Contract, or (C) pursuant to Section 4.2 of this PSA, or (iii) as a result of the expiration of the Contract (as opposed to termination of the Contract).

6.4 Portability. Customer may terminate an existing Service (an "Existing Service") and turn up a replacement Service (i.e., having different termination points on Comcast's network) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to the remaining Service Term of the Existing Service; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

ARTICLE 7. SERVICE CREDITS

7.1 Credit Allowances Except as provided in Article 6.1 of the General Terms and Conditions, Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below ("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. Upon Customer reporting an interruption in the portion of a Service, Comcast shall promptly open a trouble ticket. 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>
Less than 30 minutes	None
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including 24 hours	1 full day

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

7.2 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Article 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 8: USE POLICY

8.1 Additional Use Restrictions. The Service may only be used at Service Location(s) where Service is installed by Comcast. Customer understands and acknowledges that if Customer attempts to install or use the Comcast Equipment or Service at another location, 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 Service to another location without first notifying Comcast. Customer expressly agrees not to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax 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 the Service is excessive or in violation of this Agreement, Comcast reserves the right, among other things, to terminate or modify the Service immediately and without notice.

ARTICLE 9: SERVICE LIMITATION

9.1 Service Disruption. Customer acknowledges and understands that the 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 to the MTA, ALA or ALG is interrupted and such equipment does not have a functioning backup. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Services will not function until normal power is restored. Customer also understands that certain online features of the Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

9.2 Provision of Service. Subject to the terms and conditions herein, the Services are intended for commercial use only.

ARTICLE 10: LIMITATIONS OF 911/E911

10.1 Limitations. Services 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.

10.2 Correct Address. In order for Customer's 911/E911 calls to be properly directed to emergency services, Comcast must have Customer's correct Service Location address. If Customer moves the Service to a different Service Location without Comcast's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Service (including 911/E911) may fail altogether. Therefore, Customer must contact Comcast at least five (5) days before moving the Service to a new Service Location. All changes in Service Location require Comcast's prior approval.

10.3 Service Interruptions. Customer acknowledges and understands that the 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 MTA, ALA or ALG is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if Customer exceeds its 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.

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

10.5 LIMITATION OF LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY LAW, NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL.

10.6 911 Notice for Trunk Services. Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below.

(a) **Customer action is essential to the protection of its employees and other users of the Services, as described below.** Multi-line telephone systems, such as PBX systems, ordinarily only transmit the same, generic location information for all 911 calls placed from any handset connected to the PBX or other system. For example, in the case of a business with telephone extensions in three buildings and multiple floors in each building, the E911 call taker would only

see the same main telephone number and location that the customer has identified, regardless of which station was used to place the call. **If Customer does not take action as described below, fire, police and other emergency responders may be delayed or even prevented from timely reaching its location in response to a 911 call.**

(b) Comcast offers the opportunity for a Customer to designate up to 1000 different locations within its premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, room number, cubicle number, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide location information for each telephone number exactly as it should appear to the 911 call taker. For each requested telephone number, up to 1000, Customer will provide the specific location information (floor, room, and/or cubicle number). 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 to reflect moves or additions of stations within the premises.

(c) Many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 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. 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 1000 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 Services from Comcast.

(d) Comcast will post only the main billing telephone number in the 911 database or databases using Customer's billing address as the Registered Location, unless Customer requests the assignment of Emergency Location Information as set forth above. Customer must notify Comcast at least five (5) days prior to moving the Trunk Service to another location. Customer acknowledges that if they move prior to providing such notice and a 911 call is placed using the Services, or if Customer when using Emergency Location Information numbers does not timely update their telephone system to account for internal moves, adds and changes, the E911 call taker may see incorrect or incomplete location information and the caller may need to confirm their actual location information to the call taker.

(e) Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to do so, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.

10.7 Recommended Battery Back-Up is NOT Included

Customer acknowledges and understands that the Services use the electrical power from the Service Location. Customer understands and acknowledges that they may lose access to and use of the Services, including 911/E911, if electrical power to the Integrated Access Device (IAD), PBX switch, and/or handsets is interrupted and such devices are not supported by a working battery backup. Customer also understands and acknowledges that Comcast does not provide a battery backup for such devices and Customer is urged to arrange for their own backup power supply to these devices. In the event of a power outage, the duration of Trunk Service during a power outage using the Comcast Equipment installed to provide Trunk Service will depend on Customer's backup power choice. If the IAD is disconnected or removed and/or a battery is not charged, Trunk Service, including access to 911, will not be available. Customer acknowledges and agrees that in the event of a power failure, Comcast bears no responsibility for such loss of service.

ARTICLE 11: EQUIPMENT REQUIREMENTS

11.1 MTA. To use the Service, Customer will 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. Or, in some areas, Comcast may permit Customer to use Service with an MTA that Customer has purchased, in which case the MTA will be Customer Equipment. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times.

11.2 Incompatible Equipment and Services. Customer acknowledges and understands Service may not support or be compatible with:

- (f) Non-recommended configurations including but not limited to MTAs, ATAs or ALGs not currently certified by Comcast as compatible with 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 the Services 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.

11.3 Customer Responsibility for Customer-Provided Equipment

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

ARTICLE 12: ADDITIONAL LIMITATIONS ON COMCAST’S LIABILITY FOR VOICE SERVICE

12.1 Limitations on Comcast’s Liability for Directories and Directory Assistance for 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, TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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.

12.2 CUSTOMER INFORMATION. Comcast and its suppliers reserve the right both during the term of the 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 13: SERVICE CHARGES

(a) **Prices.** The Service is subject to the trunk service pricing identified in the applicable Service Order, and subject to the pricing lists and fees found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>.

(b) **Billing Increments.** Unless otherwise stated in a Service Order, domestic long distance calls, and in-bound domestic calls to toll-free numbers associated with the Services will be billed on basis of six (6) second increments with a minimum call duration of six (6) seconds. All other calls will be billed in accordance with the increments identified in the pricing lists and fees found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>. For purposes of this section, "domestic long distance" means non-local calls to the fifty (50) United States, Washington, D.C., Puerto Rico, US Virgin Islands, Guam, Saipan, N. Mariana Islands and American Samoa.

(c) **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.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
TRUNK SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS**

Trunk Service is a switched voice trunk service with ISDN / PRI connectivity from a customer's Private Branch Exchange (PBX) to the Comcast network. The Service is delivered by Comcast Equipment installed at the Customer Location. The Comcast Equipment provides a PRI interface with the customer's Private Branch Exchange, and connects to the Comcast DOCSIS or Fiber fed facilities (determined by Comcast). The Service supports the following standard variants of ISDN: NI-2, ATT 4ESS, ATT 5ESS, NT DMS-100, NT DMS-250. As with other Comcast voice services, Trunk Services are supported by Comcast's own network, and like other voice traffic is provided the highest Quality of Service (QoS) with respect to traffic prioritization and bandwidth allocation.

EXHIBIT F
COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
SOFTWARE-DEFINED WIDE AREA NETWORKING (SD-WAN)

The following additional terms and conditions are applicable to Sales Orders for Comcast's SD-WAN Services:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Architectural Confirmation Document" or **"ACD"** contains the initial configuration for the Service, as agreed to by Customer and Comcast.

"Estimated Availability Date" means the target date for delivery of Service.

"Services" means SD-WAN service(s).

"Underlay Service" means the internet connectivity over which the SD-WAN Service operates.

ARTICLE 1. SERVICES

This attachment shall apply to SD-WAN Services. A further description of these Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

SD-WAN Service shall be provided by Comcast Business Communications, LLC ("Comcast").

ARTICLE 3. PROVISIONING INTERVAL

3.1 Following its acceptance of a Sales Order, Comcast shall (i) notify Customer of the Estimated Availability Date applicable to the Service(s) identified therein, and (ii) to the extent such Sales Order does not already identify a Custom Installation Fee for such Service(s), Comcast shall notify Customer of (A) whether the provision of such Service(s) will require Comcast to extend, build or upgrade the Network in order for Comcast to provide such Service(s) to the applicable Service Location(s) (each a "Custom Install"), and (B) to the extent a Custom Install is required for a Service, Comcast's estimate of the cost associated with completing such Custom Install. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement so long as Comcast is using commercially reasonable efforts to

provision the Service as soon as reasonably practicable after the Estimated Availability Date.

3.2 Without limitation to Section 3.1, if (i) Comcast fails to provision a Service by the date that is sixty (60) days after the applicable Estimated Availability Date, (ii) such failure is not due to a force majeure event or Customer's acts or omissions or a third party not under Comcast's control or in privity with Comcast, and (iii) such Service did not require a Custom Install, then Customer may terminate such Service upon thirty (30) days prior written notice to Comcast and without an obligation to pay Termination Charges; provided that such termination notice must be received by Comcast prior to the date such Service is made available at the applicable Service Location.

ARTICLE 4. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Performance Standards" set forth in Schedule A-1 hereto ("Availability Notification"). Comcast shall not begin billing for Services until a minimum of two (2) Service Locations are installed and configuration is complete.

ARTICLE 5. TERMINATION CHARGES

5.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein.

5.2 Termination Charges for Services.

In the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges solely on the underlying Ethernet Dedicated Internet or Ethernet Transport Services, as detailed in the applicable PSA.

ARTICLE 6. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the

Service and Customer's other service(s) from other provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 7. SD-WAN CUSTOMER PORTAL

Comcast provides the Customer with a password-protected web portal to access information regarding the Customer's SD-WAN Service. Customer shall have the option to use the

portal to enter any changes to the Customer's SD-WAN configuration, subject to the availability of the Service.

ARTICLE 8. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS; SERVICE LEVEL AGREEMENT

The technical specifications and performance standards applicable to the Service are set forth in Schedule A-1 hereto. The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto

COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT SOFTWARE DEFINED WIDE AREA NETWORKING (SD-WAN)

SCHEDULE A-1
SERVICE DESCRIPTIONS, TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS

Comcast's SD-WAN Services ("Service(s)") will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

1. Service Descriptions

SD-WAN, is an over-the-top, **Virtual Private Network** that allows Customers to deploy and use one or more Virtual Network Functions in conjunction with associated Comcast Customer Premises Equipment included in the Customer's solution. Virtual Network Functions are networking capabilities, such as routing, that have traditionally been implemented in single purpose hardware appliances and can now run as virtualized software instances at various Sites across the Customer's network.

The Service provides or supports:

- A managed service platform enabling the deployment and use of Virtual Private Network Connectivity and associated virtualized network functions at Service Locations across the Customer's network.
- A library of Virtual Network Functions certified by Comcast for use with the Service.

2. Service Requirements

In order to provide SD-WAN to a Customer's Service Location, the Service Location must have internet connectivity at the Service Locations. The connectivity may be pre-existing or ordered in conjunction with the SD-WAN Service. Comcast supports SD-WAN over Comcast EDI Service, Comcast Business Internet Service, or Internet connectivity services provided by a third-party service provider. If the underlying connectivity is terminated at a Service Location or unavailable for any reason at any time, the SD-WAN Equipment at said Service Location will be inoperable.

3. Technical Specifications

- 3.1 Underlay connectivity.** The Comcast Business SD-WAN leverages Public Internet (Comcast on-net Layer 3 Internet access services over fiber and DOCSIS, or Comcast provided off-net Layer 3 Internet access) to provide connectivity between Service Locations.
- 3.2 SD-WAN Overlay.** The overlay service uses underlay access to establish IPsec VPN tunnels using AES-256 encryption between Comcast provided uCPEs as well as to provide control plane access from the uCPE to the SD-WAN controller.
- 3.3 SD-WAN uCPE.** Comcast will provide robust, flexible, high powered Universal Customer Premise Equipment ("uCPEs") based on x86 hardware that is service agnostic and can deploy Virtualized Network Functions ("VNFs") as needed based on Customer requirements.
- 3.4 Hybrid WAN connectivity.** The Service will work with any third party Layer 3 IP technology (e.g. IP VPN and MPLS) as a LAN service via Customer-provided routers and connectivity.
- 3.5 SD-WAN Firewall.** Comcast will provide a Layer 3/Layer 4 Stateful Firewall VNF as part of the standard deployment.
- 3.6 Local Internet Breakout.** Comcast can configure a local internet breakout at each Customer Service Location with the purpose of routing traffic directly to the internet as needed.
- 3.6.1** Local internet breakout is not a connectivity service and is solely a route configuration inside the uCPE to allow the local host to access the internet through the VPN

- 3.7 Service Orchestration.** Provisioning and configuration of connectivity, routing policies, security and application aware traffic steering is provided through centralized, public internet accessible SD-WAN controllers that are logically segregated per Customer.
- 3.8 Digital Experience.** Service configuration and reporting is provided via Comcast Business Digital Experience web portal ("Portal").
- 3.8.1 Architectural Confirmation Document.** Prior to the Service Commencement Date, Customer shall provide to Comcast the technical specifications and configurations for the Services. Comcast shall complete the ACD with the configuration details, which Customer must approve prior to the commencement of Services. The ACD shall be available via the Portal.
- 3.8.2** Any moves, additions, changes, or deletions to the Services shall be requested via the Portal or over the phone with a Comcast Engineer. This includes any changes to the Service configuration as initially outlined in the ACD.
- 3.9 Traffic Management.** Comcast's network traffic-policing policies restrict traffic flows to the subscribed, Committed Information Rate ("CIR"). Comcast Business SD-WAN can mark traffic based on IP Address or Port and map the marked traffic into the 6 prioritization queues available. Prioritization only occurs on the egress of the uCPE.
- 3.10 IP Address Allocation.** The uCPE will use a single IP address provided from the Underlay service.
- 3.11 Border Gateway Protocol ("BGP") Routing.** Comcast Business SD-WAN supports private peering BGP-4 routing to efficiently multi-home across multiple Service Locations. The service can use a public Autonomous System Number (ASN) or a private ASN provided by the Customer.

4. Security Monitoring and Mitigation.

For the Services, Comcast monitors the equipment. **COMCAST DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, ANY SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS.** Upon request by Customer, Comcast will modify the configuration of the SD-WAN service in accordance with specifications provided by Customer to attempt to mitigate security events and security threats identified by Customer. Comcast's sole obligation is to implement the configuration settings requested by Customer. This Service is provided on a commercially reasonable efforts basis only and Comcast makes no guarantees with respect to the detection or blocking of viruses/worm/malware or any other types of attacks, and is not responsible for any such malicious data that may be transmitted over the provided network.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-2
SERVICE LEVEL OBJECTIVES**

Comcast's Ethernet Transport Services is backed by the following Service Level Objectives:

1. Definitions:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the SD-WAN Services PSA or the General Terms and Conditions.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means a complete loss of signal that renders the Service unusable or the output signal presented to Customer by Comcast does not conform to the technical specification in Schedule A-1.

2. Performance Standards

"Performance Standards" are set forth in Schedule A-1 to the Product-Specific Attachment for Ethernet Service.

3. SD-WAN Service Level Agreement (SLA)

Except as provided in Article 6.1 of the General Terms and Conditions, Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below ("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. Upon Customer reporting an interruption in the portion of a Service, Comcast shall promptly open a trouble ticket. The Service Interruption ends when the affected portion of the Service has been restored and Comcast has closed the trouble ticket.

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	100% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER MONTH IS CAPPED AT 100% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

4. Additional Service Level Objectives

Comcast provides Service Level Objectives for the Service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

Service availability is also affected by the choice of Underlay Service.

- 4.1 Mean Time to Respond.** Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS.
- 4.2 Mean Time to Restore.** Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the ETS

Mean Time to Restore Equipment

On-Net Services	Same day replacement
Off-Net Services	Next day replacement

5. Customer Responsibilities

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

- 5.1** Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- 5.2** Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the Customer facilities, no further than fifty feet from the Customer router or switch interface.
- 5.3** Provide power including UPS AC power equipment, circuit sizing to be determined, if applicable.
- 5.4** Provider Emergency local generator backup service, if applicable.
- 5.5** Provide access to the buildings and point of demarcation at each Customer Service Location to allow Comcast and its approved Contractors to install Universal Customer Premise Equipment. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- 5.6** If interfacing with a third party IP service. Provide, install and maintain a device that is capable of routing network traffic between the Service and the Customer's Wide Area Network (WAN).
- 5.7** Customer must provide a point of contact (POC) for installation, service activation, notices for Service Interruptions, and any maintenance activities.

6. Monitoring, Technical Support, and Maintenance

- 6.1 Network Monitoring.** Comcast monitors all Comcast Services purchased by a Customer on a 24x7x365 basis. Customers who maintain an account on the Customer portal shall receive SMS messages and/or email alerts from Comcast upon discovery of a Service Interruption related to the Equipment or Comcast port.
- 6.2 Technical Support.** Comcast provides Customers a toll-free trouble reporting telephone number to the Customer Enterprise Technical Support (ETS) that operates on a 24x7x365 basis. Comcast provides technical support for service related inquiries. Technical support will not offer consulting or advice on issues relating to CPE not provided by Comcast.
- 6.3 Escalation.** Reported troubles are escalated within the Comcast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the Comcast ETS as follows: Supervisor at the end of the standard interval plus one hour; to the Manager at the end of the standard interval plus two hours, and to the Director at the end of the standard interval plus four hours.
- 6.4 Maintenance.** Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance.

Comcast provides a minimum of seven (7) days' notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

7. Emergency Blocking

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

8. Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

9. Exceptions to Credit Allowances

A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this herein 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.

EXHIBIT G
COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
INTRASTATE ETHERNET TRANSPORT SERVICES

The following additional terms and conditions are applicable to Sales Orders for Comcast's Intrastate Ethernet Transport Services:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of Service.

"HFC Network" means a hybrid fiber coax network.

"Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"Off-Net" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers. Off-Net Services provisioned over a fiber optic network are referred to as **"Off-Net Fiber."**

"On-Net" means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network (**"On-Net Fiber"**), or via an HFC Network (**"On-Net HFC"**), as available through Comcast.

"Service(s)" means Intrastate Ethernet Transport Services.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Transport Services. A further description of these Services is set forth in **Schedule A-1** hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER AND AVAILABILITY

Service shall be provided by Comcast Business Communications, LLC, Comcast Phone, LLC, Comcast Phone II, LLC or its applicable affiliates and subsidiaries.

Comcast offers the Service in the following states:

Alabama	Arkansas	California
Colorado	Connecticut	Delaware
Florida	Georgia	Illinois
Indiana	Maryland	Massachusetts
Michigan	Minnesota	New Hampshire
Jersey	Oregon	Pennsylvania
Tennessee	Texas	Utah
Washington	West Virginia	Virginia

ARTICLE 3. REGULATORY APPROVAL; TRAFFIC MIX

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Customer represents that its use of Service hereunder will be jurisdictionally intrastate. If Customer's use of the Service now or at any time in the future is jurisdictionally interstate, Customer shall immediately notify Comcast of the same in writing. Further, Comcast reserves the right, in its reasonable sole discretion, to reclassify Customer's use of Service as jurisdictionally interstate or intrastate, as appropriate.

ARTICLE 4. CUSTOM INSTALLATION FEE

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 5. PROVISIONING INTERVAL

5.1 Following its acceptance of a Sales Order, Comcast shall (i) notify Customer of the Estimated Availability Date applicable to the Service(s) identified therein, and (ii) to the extent such Sales Order does not already identify a Custom Installation Fee for such Service(s), Comcast shall notify Customer of (A) whether the provision of such Service(s) will require Comcast to extend, build or upgrade the Network in order for Comcast to provide such Service(s) to the applicable Service Location(s) (each a "Custom Install"), and (B) to the extent a Custom Install is required for a Service, Comcast's estimate of the cost associated with completing such Custom Install. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision

by said date shall not constitute a breach of the Agreement so long as Comcast is using commercially reasonable efforts to provision the Service as soon as reasonably practicable after the Estimated Availability Date.

5.2 Without limitation to Section 4.1, if (i) Comcast fails to provision a Service by the date that is sixty (60) days after the applicable Estimated Availability Date, (ii) such failure is not due to a force majeure event or Customer's acts or omissions or a third party not under Comcast's control or in privity with Comcast, and (iii) such Service did not require a Custom Install, then Customer may terminate such Service upon thirty (30) days prior written notice to Comcast and without an obligation to pay Termination Charges; provided that such termination notice must be received by Comcast prior to the date such Service is made available at the applicable Service Location.

5.3 Without limitation to Section 4.1, if (i) a Service requires a Custom Install, (ii) Comcast fails to install such Service by the applicable Estimated Availability Date, and (iii) such failure is not due to a force majeure event or the acts or omissions of Customer or a third party not under Comcast's control or in privity with Comcast, then for each thirty (30) day period after the Estimated Availability Date that the Service is not available, the Service Term for such Service will be extended by one (1) month (each an "EAD Extension Period"), and Customer shall not be obligated to pay the monthly recurring charge for such Service with respect to each such EAD Extension Period; provided that, notwithstanding the foregoing, the maximum number of EAD Extension Periods Customer shall be entitled to for a given Service under this Section 4.3 shall be three (3). For illustrative purposes only and assuming the conditional requirements of Section 4.3(i)-(iii) are satisfied for a given Service and that Service has a thirty (36) month Service Term:

- A. If such Service is made available to Customer on the date that is thirty (30) days (or less) after the Estimated Availability Date, no EAD Extension Period shall be granted to Customer.
- B. If such Service is made available to Customer on the date that is thirty one (31) days after the Estimated Availability Date, (i) Customer shall be granted one EAD Extension Period, meaning the Service Term for such Service will now be thirty seven (37) months, and (ii) Customer shall not owe the monthly recurring service charge for such EAD Extension Period (i.e., the thirty seventh (37th) month of the Service Term).
- C. If such Service is made available to Customer on the date that is sixty one (61) days after the Estimated Availability Date, (i) Customer shall be granted two EAD Extension Periods, meaning the Service Term

for such Service will now be thirty eight (38) months, and (ii) Customer shall not owe the monthly recurring service charge for each such EAD Extension Period (i.e., the thirty seventh (37th) and thirty eighth (38th) month of the Service Term).

- D. If such Service is made available to Customer on the date that is ninety one (91) days (or more) after the Estimated Availability Date, (i) Customer shall be granted three EAD Extension Period, meaning the Service Term for such Service will now be thirty nine (39) months, and (ii) Customer shall not owe the monthly recurring service charge for each such EAD Extension Period (i.e., the thirty seventh (37th), thirty eighth (38th) and thirty ninth (39th) month of the Service Term).

ARTICLE 6. SERVICE COMMENCEMENT DATE

The Service Commencement Date shall be defined as the date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates. Comcast shall notify Customer that the Services are available for use on the Service Commencement Date. Any failure or refusal on the part of Customer to be ready to receive the Service on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

ARTICLE 7. TERMINATION CHARGES; PORTABILITY; UPGRADES

7.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twenty four (24) months.

7.2 Termination Charges for On-Net Services.

A. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly

recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

C. Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall also pay any third-party charges, incurred by Comcast as a result of the early termination of Service by the Customer.

7.3 Exclusions. Termination Charges shall not apply to Service terminated (i) by Customer (A) as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions, (B) for lack of funds pursuant to Section 5.2 of the Contract or (C) pursuant to Section 5.2 of this PSA or (iii) as a result of the expiration of the Contract (as opposed to termination of the Contract).

7.4 Portability. Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (i.e., having termination points on Comcast's network that are different than those of the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service \; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly

recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

7.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

ARTICLE 8. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by third parties, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 9. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS; SERVICE LEVEL AGREEMENT

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("**Technical Specifications**"). The service level agreement applicable to the Service is set forth in a **Schedule A-2** hereto and incorporated herein by reference.

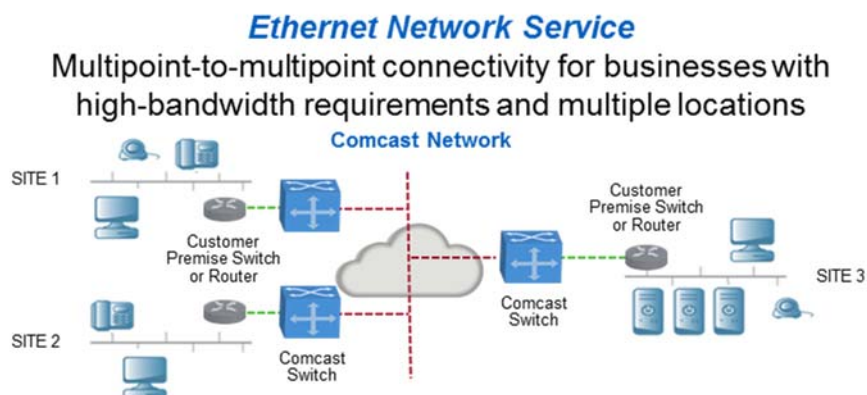
**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
INTRASTATE ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS, TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS
COMCAST INTRASTATE ETHERNET TRANSPORT SERVICES**

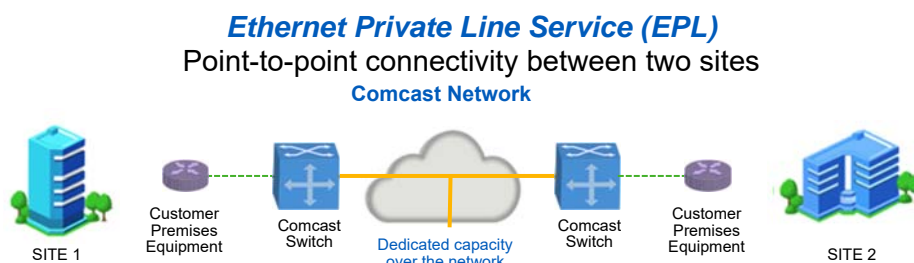
Comcast's Intrastate Ethernet Transport Services will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

Service Descriptions

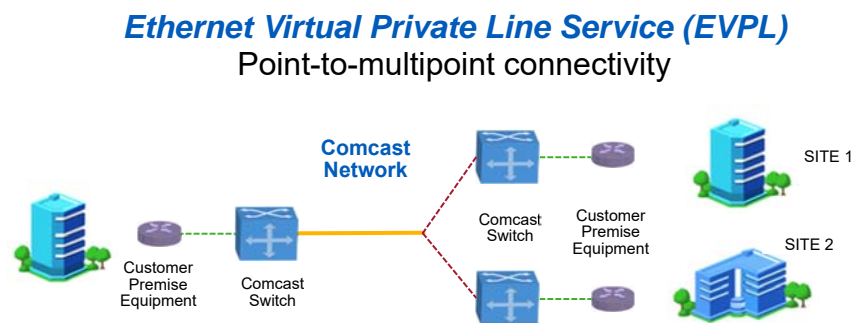
Ethernet Network Service (ENS) enables Customer to connect physically distributed locations across a Metropolitan Area Network (MAN) or Wide Area Network (WAN) as if they are on the same Local Area Network (LAN). The Service provides VLAN transparency enabling Customer to implement their own VLANs without any coordination with Comcast. ENS is a highly scalable service that enables customers to connect Customer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from at 1 Mbps to 10 Gbps. Comcast ENS provides an Ethernet Virtual Connection (EVC) between Customer Service Locations that enables Customer to use any VLANs without coordination with Comcast. Comcast ENS offers three Classes of Service (CoS), as described below.



Ethernet Private Line (EPL) is a point-to-point transport service that provides secure, high-performance network connectivity between two Customer Service Locations. EPL is a highly scalable service that enables the Customer to connect their Customer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from 1 Mbps to 10 Gbps. Comcast EPL provides an Ethernet Virtual Connection (EVC) between Customer Service Locations that enables the Customer to use any VLANs without coordination with Comcast. Comcast EPL offers three Classes of Service (CoS), as described below.



Ethernet Virtual Private Line (EVPL) service provides an Ethernet Virtual Connection (EVC) between two or more Customer Service Locations and supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at the Customer's hub or aggregation site. The Service multiplexing capability is not available at sites served by the Comcast On-Net HFC. It is a highly scalable service that enables the Customer to connect their Customer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from 1 Mbps to 10 Gbps. Comcast EVPL offers three Classes of Service (CoS), as described below.



Multiple Access Options

Comcast Ethernet Transport Services are available with the following access options:

- On-Net Fiber Access – Connectivity to Customer Service Locations is enabled via Comcast On-Net fiber Infrastructure.
- On-Net Hybrid Fiber Coax (HFC) Access – Connectivity to Customer Service Locations is enabled via Comcast On-Net Hybrid Fiber Coax (HFC) infrastructure.
- Off-Net Access (both Fiber and Non-Fiber) – Connectivity to Customer Service Locations is enabled through a network-to-network interface (NNI) via third-party network provider.

Ethernet Virtual Circuit (EVC) Area Types

Comcast Ethernet Transport Services are available both within and between certain major metropolitan areas throughout the United States. Each EVC is assigned an EVC Area Type based upon the proximity of respective A and Z locations.

- **Metro** – EVC enables connectivity between customer locations within a Comcast defined Metro.
- **Regional** – EVC enables connectivity between customer locations that are in different Comcast defined Metros, but within Comcast defined geographic Regions.
- **Continental** – EVC enables connectivity between customer locations that are in different Comcast defined geographic Regions.

Ethernet Transport Technical Specifications

1. Ethernet User-to-Network Interface

Comcast Ethernet Transport Services provide bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Comcast implements ingress policies at CPE UNI interfaces to enforce subscribed bandwidth levels. Each ingress policing policy is created utilizing Committed Information Rate (CIR) and Committed Burst Size (CBS) components. The following table provides a list of available UNI physical interfaces and their available Committed Information Rate (CIR) bandwidth increments and Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
100 Mbps	100BaseT	10 Mbps	25,000
1 Gbps	1000Base T or 1000BaseSX	100 Mbps	250,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	2,500,000
		10 Gbps	25,000,000

2. Class of Service (CoS) Options

Comcast Ethernet Transport Services are available with three different class of service (CoS) options that allow for differentiated service performance levels for different types of network traffic. This includes Basic (Low), Priority (Medium) and Premium (High). CoS is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The Customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to that CoS. The performance metrics associated with each CoS are described in the Ethernet Transport Service Level Agreement on Schedule A-2 of this PSA. As described in the following table, permissible CoS options vary by access type.

Access Type	CoS Options
On-Net Fiber	Basic, Priority & Premium
On-Net HFC	Basic & Priority
Off-Net Fiber	Basic, Priority & Premium
Off-Net Non-Fiber	Basic & Priority

3. CoS Identification and Marking

Customer traffic classification and forwarding is based upon Comcast CoS prioritization that must be specified in the Customer's Sales Order. It is the Customer's responsibility to shape traffic to ordered bandwidth. If the Customer only orders a single CoS solution, they are not required to mark their packets and all Customer packets will be forwarded based upon 802.1p value associated with the CoS level specified in the Sales order. All packets, tagged or untagged, will be mapped into the subscribed CoS. If Customer implements a multi-CoS solution or for EVPL ports with service multiplexing, the Customer must mark all packets using C-tag 802.1p CoS values as specified in the table below to ensure the Service will provide the intended CoS performance objectives. For multi-CoS solutions, untagged packets will be treated as if they are marked with a 0. Packets with other 802.1p values are mapped to the lowest subscribed CoS. For EVPL ports with service multiplexing, untagged packets will be discarded and C-tag VLAN ID values are used to map traffic to applicable EVC's. Based on Ethernet Frame 802.1p values, Customer's traffic is mapped to the Comcast forwarding classes traffic accordingly to the table below:

CoS Type	802.1p Marking
Basic (Low)	0-1
Priority (Medium)	2-3
Premium (High)	5

4. Mac Learning and Forwarding (ENS Service)

The ENS Service is capable of learning up to 2500 MAC addresses from all interfaces connecting to the Service. It is highly recommended that routing equipment be utilized to minimize the number of MAC addresses exposed directly to the Service in larger networks. Any addresses in excess of 2500 will not be learned and traffic directed to these addresses will be treated as "unknown unicast".

5. Traffic Management

Comcast's Network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the Customer-transmitted bandwidth rate for any CoS exceeds the subscribed committed information rate (CIR) and committed burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the Service will transmit them using the Basic CoS without altering the Customer's CoS markings. Traffic management policies associated with Off-Net Services will conform to the policies enforced by the third-party service provider.

6. Maximum Frame Size

Services delivered via Fiber support a Maximum Transmission Unit (MTU) frame size of 1600 bytes to support untagged, tagged and Q-in-Q traffic with 802.1q or 802.1ad encapsulation types. Services delivered via On-Net Fiber can, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes. Services delivered via Off-Net Fiber may, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes, but only, and solely, to the extent the applicable Off-Net provider can support such MTU frame size. Services delivered via HFC support a Maximum Transmission Unit (MTU) frame size of 1522 bytes. All frames that exceed specifications shall be dropped.

Transport Type	MTU Size
Fiber	1600-9100 bytes
HFC	1522 bytes

7. Customer Traffic Transparency

All fields within customers Ethernet frames (unicast, multicast and broadcast, except L2CP) from the first bit of payload are preserved and transparently transported over UNI to UNI connections, as long as they are mapped into the EVC.

8. Ethernet Service Frame Disposition

The Comcast Transport Services process different types of Ethernet frames differently. Frames may pass unconditionally through the Network or may be limited, as indicated in the table below, to ensure acceptable service performance. The following table illustrates Comcast's service frame disposition for each service frame type.

Service Frame Type	ENS Frame Delivery	EPL & EVPL Frame Delivery
Unicast	All frames delivered unconditionally	All frames delivered unconditionally
Multicast	All frames delivered conditionally	All frames delivered unconditionally
Broadcast	All frames delivered conditionally	All frames delivered unconditionally

ENS Services only:

- Unicast Traffic. Unicast traffic must be bi-directional in order to facilitate mac-learning and avoid restriction.
- Multicast Traffic. By default, every ENS port is able to support up to 2 Mbps of multicast traffic. ENS customer who requires greater than 2 Mbps of multicast bandwidth must uniquely specify the bandwidth they require for each root site and associated Class of Service.
- Broadcast Traffic. Broadcast and unknown unicast traffic are restricted to 1.2mb or 300pps on ingress to the network.

EVPL Services only:

- Customer is responsible for mapping multicast, broadcast and unknown unicast traffic to specific C-VLAN.

Monitoring, Technical Support and Maintenance

1. **Network Monitoring.** Comcast monitors On-Net Services on a 24x7x365 basis.
2. **Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Comcast Enterprise Technical Support (ETS) center that operates on a 24x7x365 basis. Comcast provides technical support for service related inquiries. Technical support will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.
 - (a) **Escalation.** Reported troubles are escalated within the Comcast Business Services Network Operations Center (BNOC) to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within the Comcast BNOC as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.
 - (b) **Maintenance.** Comcast's standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum forty eight (48) hour notice for non-service impacting maintenance. Comcast provides a minimum of seven (7) days' notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Customer.
 - (c) Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering Services. Customers are required to shape their egress traffic to the Committed Information Rate identified in the Sales Order. Comcast will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Customer's failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided services.
3. **Response and Restoration Standards.** Comcast has the following response and restoration objectives:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged Over A Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

Customer Responsibilities

Comcast provides an Ethernet terminating device for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this equipment. As a result, it must only be used for delivering Comcast Services. Customer is responsible for providing customer premises equipment (CPE) to connect to this device. To ensure proper performance, Customer is required to shape its egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service:

- Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the Customer facilities, no further than fifty feet from the Customer router or switch interface.
- Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the Demarcation Point.
- Locate and mark all private underground utilities (water, electric, etc.) along path of new underground placement not covered by utility companies.
- Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each Customer location.
- The Customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.
- Provide UPS AC power equipment, circuit sizing to be determined, if applicable.
- Emergency local generator backup service, if applicable.
- Provide access to the buildings and Demarcation Point at each Customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- Provide, install and maintain a device that is capable of interconnecting network traffic between the Service and the Customer's Local Area Network (LAN).
- Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
INTRASTATE ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Intrastate Ethernet Transport Version 1.15

Comcast's Intrastate Ethernet Transport Services are backed by the following Service Level Agreement ("SLA"):

A. Definitions:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Intrastate Ethernet Transport Services PSA or the General Terms and Conditions.

Definitions

"Jitter" means the short-term variations for a portion of successfully delivered service frames. Jitter may also be referred to as Frame Delay Variation.

"Latency" means the maximum delay for a portion of successfully delivered service frames. Latency may also be referred to as Frame Delay.

"Market" means the Comcast geographic region where the applicable Service Location is located, as identified on the Sales Order.

"Packet Loss" means the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI. Packet Loss may also be referred to as Frame Loss.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be "Available" in the absence of a Service Interruption.

B. Ethernet Transport Service Level Agreements

1. Availability SLA

Except as provided in Article 6.1 of the General Terms and Conditions, Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below ("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. Upon Customer reporting an interruption in the portion of a Service, Comcast shall promptly open a trouble ticket. The Service Interruption ends when the affected portion of the Service has been restored and Comcast has closed the trouble ticket.

TABLE 1: Availability SLA for Services provided over On-Net Fiber (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	100% of Total MRC

TABLE 2: Availability SLA for Services provided over Off-Net Fiber (99.95% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 20 minutes	None
At least 20 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	100% of Total MRC

TABLE 3: Availability SLA for Services provided over On-Net HFC or Off-Net Non-Fiber Transport (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	100% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 100% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

2. Performance Objectives SLA

Comcast Intrastate Ethernet Transport Services are available both within and between major metropolitan areas throughout the United States. The performance objectives associated with traffic flows between any two Customer Service Locations are dependent upon the locations of the respective sites, designated as Service Location A and Service Location Z on the applicable Sales Order.

Access Types

- 1. On-Net Access.** If On-Net Service Location A and On-Net Service Location Z reside within the same Market, Performance Tier 1 objectives will apply. If the On-Net Service Locations are in different Markets, a different Performance Tier will apply. The applicable Performance Tier will appear on/with the respective Sales Order.
- 2. Off-Net Access.** In addition to On-Net Access, Comcast enables Off-Net Access to Ethernet Transport Services via multiple third party providers. The Performance Tier for Off-Net Service is based upon the location of the Off-Net Service Location,

the location of the Network to Network Interface (NNI) between Comcast and the third party provider and the performance commitment from the third party provider. The applicable Performance Tier will appear on the respective Sales Order.

Performance Tiers and Performance Objectives

Comcast collects continuous in-band performance measurements for its Ethernet Transport Services. The calculation of all Latency, Jitter and Packet Loss Performance Metrics for each calendar month for purposes of this Performance Objectives SLA are based upon the average of sample one-way measurements taken by Comcast during the applicable calendar month, excluding any period during which there is a Service Interruption. The below charts indicate the Performance Standard that should be achieved for each of the Performance Metrics over each calendar month based on the applicable Performance Tier and Class of Service.

1. Performance Tier 1 (PT1) Agreements – Within Market

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	45ms	23ms	12ms
Jitter (Network Delay Variation)	20ms	10ms	2ms
Packet Loss	<1%	<0.01%	<0.001%

2. Performance Tier 2 (PT2) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	80ms	45ms	23ms
Jitter (Network Delay Variation)	25ms	15ms	5ms
Packet Loss	<1%	<.02%	<.01%

3. Performance Tier 3 (PT3) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	100ms	80ms	45ms
Jitter (Network Delay Variation)	30ms	20ms	10ms
Packet Loss	<1%	<.04%	<.02%

4. Performance Tier 4 (PT4) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	120ms	100ms	80ms
Jitter (Network Delay Variation)	35ms	25ms	15ms
Packet Loss	<1%	<.05%	<.04%

5. Best Effort Performance Tier (BE)

No performance commitments will apply. Best Effort Performance Tier will appear on the associated Comcast Sales Order.

Credit Allowance

Customer's sole remedy for Comcast's failure to achieve the applicable Performance Metric standards above over a given calendar month for the Service are the receipt of the following credit amounts with the stated percentages to be applied against the MRC associated with the impacted portion of the Service set forth in the Sales Order ("Performance Objective Credits").

TABLE 1: Credit Allowance for Latency Performance Metric

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Premium	0 - 12	No Credit	0 - 23	No Credit	0 - 45	No Credit	0 to 80	No Credit
		12.01 - 23	10%	23.01 - 45	10%	45.01 - 80	10%	80.01 - 100	10%
		23.01 - 45	25%	45.01 - 80	25%	80.01 - 100	25%	100.01 - 120	25%
		>45	50%	>80.01	50%	>100	50%	>120	50%
	Priority	0 - 23	No Credit	0 - 45	No Credit	0 to 80	No Credit	0 to 100	No Credit
		23.01 - 45	10%	45.01 - 80	10%	80.01 - 100	10%	100.01 - 120	10%
		45.01 - 80	25%	80.01 - 100	25%	100.01 - 120	25%	120.01 - 150	25%
		>80.01	50%	>100	50%	>120	50%	>150	50%
	Basic	0 - 45	No Credit	0 to 80	No Credit	0 to 100	No Credit	0 to 120	No Credit
		45.01 - 80	10%	80.01 - 100	10%	100.01 - 120	10%	120.01 - 150	10%
		80.01 - 100	25%	100.01 - 120	25%	120.01 - 150	25%	150.01 - 180	25%
		>100	50%	>120	50%	>150	50%	>180	50%

TABLE 2: Credit Allowance for Jitter Performance Metric

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Premium	0 - 2	No Credit	0 - 5	No Credit	0 - 10	No Credit	0 - 15	No Credit
		2.01 - 3	10%	5.01 - 10	10%	10.01 - 15	10%	15.01 - 20	10%
		3.01 - 5	25%	10.01 - 15	25%	15.01 - 20	25%	20.01 - 30	25%
		>5	50%	>15	50%	>20	50%	>30	50%
	Priority	0 - 10	No Credit	0 - 15	No Credit	0 - 20	No Credit	0 - 25	No Credit
		10.01 - 15	10%	15.01 - 20	10%	20.01 - 30	10%	25.01 - 40	10%
		15.01 - 20	25%	20.01 - 30	25%	30.01 - 50	25%	40.01 - 60	25%
		>20	50%	>30	50%	>50	50%	>60	50%
	Basic	0 - 20	No Credit	0 - 25	No Credit	0 - 30	No Credit	0 - 35	No Credit
		20.01 - 30	10%	25.01 - 40	10%	30.01 - 50	10%	35.01 - 60	10%
		30.01 - 50	25%	40.01 - 60	25%	50.01 - 80	25%	60.01 - 90.01	25%
		>50	50%	>60	50%	>80	50%	>90	50%

TABLE 3: Credit Allowance for Packet Loss Performance Metric

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement	Credit	Measurement	Credit	Measurement	Credit	Measurement	Credit
Class of Service	Premium	0% - 0.001%	No Credit	0% - 0.01%	No Credit	0% - 0.02%	No Credit	0% - 0.04%	No Credit
		0.001% - 2.00%	10%	0.01% - 2.00%	10%	0.02% - 2.00%	10%	0.04% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%
	Priority	0% - 0.01%	No Credit	0% - 0.02%	No Credit	0% - 0.04%	No Credit	0% - 0.05%	No Credit
		0.01% - 2.00%	10%	0.02% - 2.00%	10%	0.04% - 2.00%	10%	0.05% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%
	Basic	0% - 1.00%	No Credit	0% - 1.00%	No Credit	0% - 1%	No Credit	0% - 1%	No Credit
		1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%

Customer shall only be entitled to receive a Performance Objective Credit for one Performance Metric failure per affected portion of the Service per calendar month. For example, if the applicable metric for Jitter and Latency were missed for the same transport connection (Service Location A to Service Location Z) in a given calendar month, Customer will only be entitled to the Performance Objective Credit associated with either the Jitter or Latency failure for such portion of the Service. To qualify for a Performance Objective Credit, Customer must request the applicable Performance Objective Credit from Comcast within thirty (30) days of the end of the applicable calendar month in which the applicable Performance Metric standard was not achieved. Comcast shall not incur any liability, including Performance Objective Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omissions or equipment, CPE or any other items set forth in the "Exceptions to Credit Allowances" section below.

C. Exceptions and Terms applicable to all SLAs

1. Emergency Blocking

The Parties agree that if either Party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the Party may, after engaging in reasonable and good faith efforts to notify the other Party of the need to block, block any transmission path over its network by the other Party where transmissions do not meet material standard industry requirements. The Parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the Party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no Party will have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.

2. Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within the time period set forth in Sections B.1 and B.2, as applicable. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

3. Exceptions to Credit Allowances

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 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.

Exhibit I

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 Wi-Fi-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/learn/internet/business-internet>. 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 (i) available to any third party unless done with Comcast’s written approval in accordance with an applicable Business Services Agreement or (ii) available to any person or third party for use within a residential unit at the site(s) at which Customer receives the Service. It is not a violation of this Policy for a Customer to make the Service available to its authorized employees, contractors or to other users (i.e., the public, customers of an establishment or hotel or motel guests and patrons) in the common or public areas of the site at which Customer receives the Service, so long as such use does not violate the terms and conditions of Customer’s 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. 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
101 Woodcrest Road,
Suite 141,
Cherry Hill, NJ 08003
Phone: 888.842.2112
Fax: 856.324.2940
Email: 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: February 5, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Indemnity Ins Co Of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : ACE Fire Underwriters Ins. Co.</td> <td>20702</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Ins Co Of North America	43575	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : ACE Fire Underwriters Ins. Co.	20702	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED COMCAST CORPORATION ONE COMCAST CENTER 1701 JOHN F. KENNEDY BLVD. PHILADELPHIA, PA 19103															

COVERAGES	CERTIFICATE NUMBER: CLE-006709197-04	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSL G71447510	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 14,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 14,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 14,900,000 GENERAL AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25305590	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 15,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XEU G27924840 006	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WLR C67458928 (AOS)	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers Compensation			WCU C67459003 (WA)	12/01/2020	12/01/2021	Ea Acc/Dis Employee/Dis Policy \$ 2,000,000 SIR \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract number (435302)

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured with respect to General Liability policy and Automobile Liability Policy where required by written contract with the Named Insured.

CERTIFICATE HOLDER

Purchasing Agent, Metropolitan
Government of Nashville and Davidson County,
Metro Courthouse,
Nashville, TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Comcast Corporation			Endorsement Number
Policy Symbol ISA	Policy Number H25305590	Policy Period 12/01/2020 - 12/01/2021	Effective Date of Endorsement 4/21/2021
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Comcast Corporation			Endorsement Number
Policy Symbol XSL	Policy Number G71447510	Policy Period 12/01/2020 to 12/01/2021	Effective Date of Endorsement 4/21/2021
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization:

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.


B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Authorized Representative



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

April 25, 2018

Mr. Evan Tenuta
Comcast Business Communications, LLC
1701 JFK Boulevard
Philadelphia, PA 19103

Re: **RFQ # 1020705, Provision of Telecommunication Services**

Dear Mr. Tenuta:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 1020705 for Provision of Telecommunication Services. This letter hereby notifies you of Metro's intent to award a contract for Unmanaged Services to Comcast Business Communications, LLC, contingent upon successful contract negotiations.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Terri Troup by email at terri.troup@nashville.gov Monday through Friday between 8:30am and 3:30pm.

If the Procurement Nondiscrimination Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification. Should you have any questions concerning this requirement, please contact Bryan Gleason, BAO Representative, at 615-862-6710 or at bryan.gleason@nashville.gov.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

A handwritten signature in blue ink, reading "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File
Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Scoring and Justifications

UN-MANAGED SERVICES

	Qualifications & Experience (30 Points)	Capacity & Approach (35 Points)	Cost (35 Points)	Total (100 Points)
AT&T	30	35	10.21	75.21
Comcast	25	25	24.22	74.22
Level 3	30	35	28.00	93.00
Verizon	10	10	9.86	29.86
Windstream	24	30	12.45	66.45
Zayo Group	24	30	3.61	57.61

Offeror's Name	Bids	SBE	Cost Evaluation (28 Pt Max)	SBE/SDV Evaluation (7 Pt Max)	Total Cost Points (35 Pt)
AT&T	\$65,750.00	\$0	10.21	0.00	10.21
Comcast	\$27,716.40	\$0	24.22	0.00	24.22
Level 3	\$23,973.48	\$0	28.00	0.00	28.00
Verizon	\$68,104.64	\$0	9.86	0.00	9.86
Windstream	\$53,929.00	\$0	12.45	0.00	12.45
Zayo Group	\$186,000.00	\$0	3.61	0.00	3.61

***Note: Longway Broadband submitted a response; however, was deemed non-responsive**

AT&T

Strengths – Demonstrated in detail the company’s experience providing a variety of telecommunication services available to Metro. Demonstrated experience with other Tennessee government agencies. “AT&T is recognized as the leading provider of IP-based communications services to businesses and the leading U.S. provider of wireless, high speed Internet access, local and long distance voice, and directory publishing and advertising services”. Proposal included a clearly defined team structure. “With monthly meetings and daily interaction between members of the team and Metro personnel we are able to bring the right resources together to meet Metro’s requirements”. Resources are pulled together and escalated accordingly to meet Metro’s deadlines. Proposal included a detailed escalation process for services issues, including interval times between each level. Eleven person account team provided.

Weaknesses – Resumes included as a linked word document rather than within the PDF document submitted. Bios provided of key personnel but not resumes.

Comcast

Strengths – Proposal included a detailed escalation process for services issues, including interval times between each level. Proposal included a 60-90 day implementation plan.

Weaknesses – Three account team members list and no resumes provided.

Level 3

Strengths – Detailed capacity and approach section that clearly details. Proposal provided a clear understanding of the organizational structure.

Scoring and Justifications

UN-MANAGED SERVICES

	Qualifications & Experience (30 Points)	Capacity & Approach (35 Points)	Cost (35 Points)	Total (100 Points)
AT&T	30	35	10.21	75.21
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Zayo Group	\$186,000.00	\$0	3.61	0.00	3.61

***Note:** Longway Broadband submitted a response; however, was deemed non-responsive

Weaknesses – Escalation policy did not provide interval times between each level. Appendix A – Master Service Agreement and Service Schedules PDF documents incorporated into the submitted PDF response are not accessible. Proposal failed to include details about the companies experience to government agencies. Proposal references resumes of key personnel but no resume were accessible in the submitted response.

Verizon

Strengths – N/A

Weaknesses – Proposal was generic and lack requested details. Proposal did not provide information about the account team.

Windstream

Strengths – Proposed account team resumes outline detailed experience providing the responsible role of each member. Provided detailed implementation outline and timeline. “The Windstream project team members will work with the METRO project team to identify project actions and potential risks in the planning phase, and develop action and risk mitigation plans prior to starting service implementations. The Windstream project manager will track and monitor all project actions, issues and risks on the form shown below to ensure the actions are completed on time and the risk mitigation plan has been effective, and the risks have truly been mitigated.”

Division of Telecommunication Services

Scoring and Justifications

UN-MANAGED SERVICES

	Qualifications & Experience (30 Points)	Capacity & Approach (35 Points)	Cost (35 Points)	Total (100 Points)
AT&T	30	35	10.21	75.21
Comcast	25	25	24.22	74.22
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Windstream	\$53,929.00	\$0	12.45	0.00	12.45
Zayo Group	\$186,000.00	\$0	3.61	0.00	3.61

***Note:** Longway Broadband submitted a response; however, was deemed non-responsive

Weaknesses – Provided escalation process lacked detail compared to other offerors. Demonstrated experience with other government agencies lack specific details.

Zayo Group

Strengths – Proposal provided a detailed explanation of single point of contact's role for account management, service, and billing issues. Provided a descriptive ordering process along with customer access to orders via on-line portal.

Weaknesses - Escalation policy did not provide interval times between each level. Bios provided of key personnel but not resumes.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

March 6, 2018

Mr. Joseph C. Longway, PMP
President & Lead Consultant
Longway Broadband Services
PO Box 1604
Mount Juliet, TN 37121-1604
jlongway@longwaybroadband.com

SENT VIA EMAIL

Re: RFQ 1020705 Telecommunications Services

Mr. Longway:

The Metropolitan Government of Nashville and Davidson County has received your submitted response to the above solicitation and upon review, has determined that your submission was non-responsive.

Specifically, the submitted proposal was non-responsive due to a failure to comply with M.C.L. § 4.48.080 Prohibition Against Contingent Fees.

Kind Regards,

A handwritten signature in blue ink, reading "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Chief Procurement/Purchasing Agent
Metropolitan Government of Nashville & Davidson County

Cc: Solicitation Files