

COMMONWEALTH OF PENNSYLVANIA
(Public Utility Commission)

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ROBERT GOEKE, :
Complainant, : Docket No.:
vs. : C-2025-3055046
COMCAST BUSINESS :
COMMUNICATIONS, LLC :
Respondent. :
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Pages 97 through 187 FURTHER TELEPHONIC HEARING
Judge's Chambers
Commonwealth Keystone Bldg.
400 North Street
Harrisburg, PA 17120

Wednesday, October 22, 2025
Met, pursuant to notice, at 10:01 a.m.

BEFORE: THE HONORABLE JOHN M. COOGAN
Administrative Law Judge

INDEX TO EXHIBITS
Docket No.: C-2025-3055046
Hearing Date: October 22, 2025

EXHIBITS INDEX

NUMBER		MARKED	IN EVIDENCE
COMCAST BUSINESS COMMUNICATIONS LLC:			
1	(Comcast Business Services Customer Terms and Conditions)	154	158

**COMCAST BUSINESS SERVICES
CUSTOMER TERMS AND CONDITIONS
("Terms and Conditions")**

The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services (as defined below). Additional terms and conditions apply to each Service and should be reviewed in the applicable "ADDITIONAL PRODUCT-SPECIFIC TERMS" sections below.

GENERAL TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

For purposes of these Terms and Conditions, the following terms shall have the meanings specified below.

Affiliate: With respect to each Party, any entity that controls, is controlled by, or is under common control with such Party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

Agreement: Collectively, these Terms and Conditions, the Service Order Agreement executed by Customer and accepted by Comcast, any applicable Product Specific Attachment, and each Service Order accepted by Comcast under this Agreement.

Comcast: The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 6 and Article 7 shall also include Comcast's Affiliates and its and their respective directors, officers, and employees.

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 including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business that has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving Party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked or otherwise designated as proprietary, this Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items. Confidential Information does not include any data transmitted over or through

the Services.

Customer: The entity named on the Service Order Agreement.

Customer-Provided Equipment: All facilities, equipment and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

Licensed Software: Any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates or upgrades thereto.

Network: The Comcast Equipment, fiber optic, or coaxial cable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s).

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

Portal and Portals: A reference to Comcast portals and administrative web sites available to Customer in connection with Customer's use of the Services (e.g., MyAccount). The Portals are web-based and can allow Customer to view certain Service and account information and to make certain modifications to Customer's Service(s) and account(s).

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to certain Services ordered by Customer under this Agreement.

Service(s): Service(s) are provided by Comcast pursuant to a Service Order or Service Order Agreement. Services may include (a) Comcast Business commercial high-speed internet services, including wi-fi services and hospitality internet services ("Internet"); (b) Comcast Business commercial digital voice services, including but not limited to, (i) Business Voice, including but not limited to, basic, mobility and full-featured lines ("Business Voice"), (ii) VoiceEdge Select™, (iii) Hospitality Voice, (iv) toll free, (v) PRI trunk ("Trunk"), and (vi) Business VoiceEdge® and (vii) remote call forwarding services (collectively, "Voice"); (c) Comcast Business commercial cable television services, including but not limited to, (i) Comcast Business public view commercial cable television services ("Public View Video"), (ii) Comcast Business private view commercial cable television services ("Private View Video") and (iii) Comcast Business Hospitality cable television services ("Hospitality Video" and collectively, with Public View Video and Private View Video, "Video"); (d) Comcast Business SecurityEdge™, including SecurityEdge™ Extended Coverage services ("SecurityEdge"); (e) Comcast Business Connection Pro ("Connection Pro") and Comcast Business Wireless Connect ("Wireless Connect") services; (f) Comcast Business remote worker services ("Remote Worker") and (g) Comcast Business temporary connection services ("Temporary Connect").

Service Commencement Date: With respect to each Service, either (a) the date(s) on which Comcast first makes Service available for use by Customer, or (b) "Service Commencement

Date” shall have the meaning specified in the PSA applicable to such Service. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

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

Service Order: An order form requesting that Comcast provide the Service(s) to Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose, or (b) if available, through a Comcast electronic or verbal order processing system designated for that purpose. Customer’s first Service Order is included as part of the Service Order Agreement.

Service Order Agreement: This Agreement under which all Service Orders are submitted to Comcast.

Service Term: As specified in a Service Order, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

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

Termination Charges: Except as otherwise provided herein or in the applicable PSA, charges that may be imposed by Comcast if, prior to the end of the applicable Service Term, (a) Comcast terminates Services for cause or (b) Customer terminates all Services at a Service Location without cause. In addition to all amounts payable by Customer in accordance with Section 5.3 and one hundred percent (100%) of any amount paid by Comcast in connection with a Custom Installation Fee, as that term is defined in Section 2.7, and Termination Charges. Total termination charges for Business Internet, Voice, and Video Service, whether purchased alone, together, or with other Services, shall equal: (i) Thirty-Five Dollars (\$35.00) for each full calendar month remaining in the initial Service Term if Customer’s total monthly recurring service charge at the applicable Service Location is equal to or greater than Forty-Seven Dollars (\$47.00) per month; or (ii) seventy-five percent (75%) of the total monthly recurring service charges for the remaining full calendar months in the initial Service Term if Customer’s total monthly recurring service charge at the applicable Service Location is less than Forty-Seven Dollars (\$47.00) per month. Total termination charges for Hospitality Internet, Voice, and Video, whether purchased alone, together, or with other Services, shall equal seventy-five percent (75%) of the total monthly recurring service charges for the remaining full calendar months in the initial Service Term.

Website: The Comcast website where the Terms and Conditions, PSAs and other Comcast security, use and privacy policies applicable to this Agreement will be posted. The current URL for the Website is business.comcast.com/terms-conditions-smb (as the same may be updated by Comcast from time-to-time).

ARTICLE 1A. CHANGES TO THIS AGREEMENT TERMS

This Agreement may not be amended except by a written agreement executed by the Parties; provided that, notwithstanding the foregoing, (a) certain changes to Services may be verbally requested by Customer and approved by Comcast and (b) Comcast may change or modify this Agreement and any related policies from time to time (“Revisions”) by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer’s use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions’ impact on such Service(s), then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges, if any) to Comcast beyond the termination date. This shall be Customer’s sole and exclusive remedy for any Revisions.

ARTICLE 2. DELIVERY OF SERVICES

2.1 Orders. To request Service at a Service Location(s), Customer may request from Comcast a Service Order. A Service Order must be completed to initiate Service to a Service Location. A Service Order shall become binding on the Parties when (a) it is specifically accepted by Comcast either electronically or in writing, (b) Comcast begins providing the Services described in the Service Order or (c) Comcast begins installation of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, this Agreement.

2.2 Speed. Comcast makes no representation regarding the speed of the Internet Service or the Temporary Connection Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.

2.3 Access. To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location (“Access”). Within each Service Location and facility containing 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 (a) may, upon thirty (30) days prior written notice, cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (b) 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 or facility and associated property containing the 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.

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

2.5 Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use, or connect to in an unauthorized manner, the Comcast Equipment for any purpose other than as authorized by this Agreement. Customer shall (a) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (b) 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 gross negligence or willful misconduct of Comcast. Any maintenance provided by Comcast for the Comcast Equipment under this Agreement 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 Service Order, Customer shall be responsible for the return of all applicable Comcast Equipment. 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.

2.6 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. "Demarcation Point" means 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 (a) have any obligation to install, operate, or maintain Customer-Provided Equipment or (b) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer shall ensure that all Customer-Provided Equipment shall, at all times, be compatible with the Services and the Network. 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 Services render any Customer-Provided Equipment or other equipment provided by Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. 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 or facilities provided by a party not contracted by Comcast.

2.7 Engineering Review. Each Service 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. After any such engineering review, 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 Section 2.7, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return ("**IRR**") for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (a) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (b) if Customer does not agree to such increase, Comcast may terminate the applicable Services to the affected Service Location upon ten (10) days' notice to Customer, without penalty.

2.8 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.

2.9 Portals.

(a) Comcast may make one or more Portals available to Customer solely in connection with Customer's use of the Services. Comcast may furnish Customer with one or more usernames and/or passwords for use in accessing the Portals. Customer agrees to use the Portals and any additional electronic or web-based services offered by Comcast in accordance with this Agreement and applicable law.

(b) For certain Portals, Customer will be required to designate its Portal users as either an "administrator" with full access to Customer's records, or as a "user" with limited access to Customer's records. Administrative users may add or remove Services or additional Service features, including assigning

access levels to other Customer users. Customer acknowledges and agrees that the person(s) using Customer's username and password for the Portals is an authorized administrative user and such administrative user has the capacity and authority to electronically make modifications on behalf of Customer that may increase or decrease the Customer's monthly recurring fees.

(c) Customer shall be responsible for the security, confidentiality, and use of all Customer's usernames, passwords, and other security data. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Portal usernames and passwords and protect against any unauthorized access to or use of the Services. Customer understands that Customer shall be solely responsible for all information or orders (which shall include the submission of trouble tickets) electronically transmitted or use of any data, information, or Services obtained using Customer's username, password, and other security data.

(d) Comcast may change, modify, or alter at any time the information or functionality to which Customer will have access through the Portals. Comcast may immediately suspend Customer's access to a Portal, in its sole discretion, including without limitation, to address an emergency or threat to the security or integrity of Comcast Equipment, the Network, or other Comcast information, systems, or personnel.

(e) Customer agrees not to use any Portal except as authorized by Comcast, and not to make them available to any third parties. Customer agrees that its use of the Portals shall be consistent with this Agreement. In addition, Customer agrees that its administrators and users shall keep confidential and not distribute any information or other materials made available by any Portal. Customer shall be solely responsible for all use of the Portals, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Portals as authorized by Customer. Customer shall immediately notify Comcast if there is any unauthorized use of Customer's account passwords and other security data or any use inconsistent with the terms of this Agreement, which includes but is not limited to, either (a) notifying Comcast of any Customer administrators and/or users that should no longer have access to any Portal or (b) updating the user restrictions in the Portals to remove any Customer administrators and/or users that should no longer have access to any Portal. 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 shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Portals or any information on any Portal. Comcast may change or discontinue any Portal or portion thereof, or Customer's right to use any Portal, at any time. Additional terms and policies may apply to Customer's use of the Portals. These terms and policies will be posted on the Portals.

ARTICLE 3. CHARGES, BILLING AND PAYMENT

3.1 Charges. Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of a Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable Service Order(s) or invoiced by Comcast. These charges may include, but are not limited to, installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained below in the Voice, Video and Public View Video Additional Terms) may be invoiced after the Service has been provided to Customer. 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, Customer, and not Comcast, shall be responsible for any purchases made by Customer or its end users while using the Services.

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

3.3 Payment of Bills. Except as otherwise indicated herein, on the Service Order(s) or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under this Agreement. All other charges will be billed monthly in arrears. Customer shall make payment to Comcast for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a prorated charge for the Services, from the date of installation to the first day of the new billing. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the

third party.

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

3.5 Payment by Credit Card. Upon Customer's written request and Comcast's acceptance of such request, Comcast will accept certain credit card payments for charges generated under this Agreement. By providing Comcast with a credit card number, Customer authorizes Comcast to charge the card for all charges generated under this Agreement, until (a) this Agreement is terminated or (b) Customer provides sixty (60) days' prior notice that Comcast stop charging the credit card. Customer agrees to provide Comcast with updated credit card or alternate payment information on a timely basis prior to the expiration or termination of the credit card on file or in the event that Customer's credit card limit is or will be insufficient to cover payment. If Comcast is unable to charge Customer's credit card for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by Comcast. Comcast may limit the option to pay by credit card to specific Services or may discontinue acceptance of credit card payments in whole or in part upon thirty (30) days' prior notice to Customer.

3.6 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to (a) make inquiries and to receive information about Customer's creditworthiness from third parties, such as credit bureaus and collection agencies, (b) maintain this information under Customer's account and (c) where appropriate, disclose information about Customer, Customer's account and payment activity to third parties (including but not limited to credit bureaus and collection agencies) for reasonable business purposes. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

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

3.8 Other Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies, or by Comcast, 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) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. These obligations may include those imposed on Comcast or its Affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that Comcast or its Affiliates are required or permitted to collect from the Customer or to pay to others in support of statutory or regulatory programs. Such fees may be changed with or without notice.

3.9 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Section 3.9. However, should the Parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to Comcast, all disputed amounts shall become immediately due and payable to Comcast. Under no circumstances may Customer submit a billing dispute to Comcast later than sixty (60) days following Customer's receipt of the applicable invoice.

3.10 Past-Due Amounts. Subject to Customer's right to dispute charges in accordance with Section 3.9, any payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment that Customer fails to return in accordance with this Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under this Agreement or at law or in equity.

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

3.12 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or terminate providing any Service immediately, with or without notice, in the event of fraudulent use by Customer.

3.13 Refunds. If Comcast provides a refund to Customer, Comcast, in its sole discretion, will choose the manner in which Customer's refund is paid to Customer, which may include a credit to Customer's account, a virtual prepaid card, plastic

prepaid card, check or other method. Comcast will provide more information on the method of providing Customer's refund when Comcast sends it to Customer.

ARTICLE 4. TERM

4.1 Agreement Term and Service Order Term. This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement. The term of a Service Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term of such Service. Unless otherwise stated in these Terms and Conditions, if a Service Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date.

4.2 Service Order Renewal. Upon the expiration of the initial Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)" and, unless otherwise distinguished herein, is also referred to as "Service Term(s)"), unless otherwise stated in these Terms and Conditions or prior written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the then current Service Term. Such termination shall be effective thirty (30) days after Comcast's receipt of the termination notice.

4.3 Changes in Monthly Recurring Service Charges. With respect to each Service 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 service charges applicable to (i) Internet Services at any time after the expiration of the initial Service Term and (ii) any other Service at any time. Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Section 4.3, Comcast may modify equipment charges upon notice to Customer. Nothing within this Section 4.3 is intended to limit Comcast's ability to increase charges associated with the Services as set forth in Sections 3.1, 3.7 or 3.8.

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

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

notice.

5.2 Termination for Cause.

(a) If Customer (i) is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or (ii) has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, Comcast may, at its option and upon written notice to Customer, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. However, Comcast will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute in accordance with Section 3.9, unless the Parties have reviewed the dispute and determined in good faith that the charge is correct.

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

(c) Subject to applicable law, a Service Order may be terminated by Customer immediately upon written notice if Comcast has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(d) Subject to applicable law, a Service Order may be terminated by Comcast immediately upon written notice if Customer 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.

(e) Comcast may terminate any Service Order and/or this Agreement immediately if Customer or its employees, agents, or representatives threaten, harass, or use vulgar or inappropriate language toward any Comcast personnel.

5.3 Effect of Expiration or Termination of this Agreement or a Service Order.

Upon the expiration or termination of a Service Order or Service for any reason: (i) Comcast shall disconnect the applicable Service; (ii) Comcast may delete all applicable data, files, electronic messages, voicemail or other information stored on Comcast's servers or systems; (iii) if Customer has terminated the Service Order and/or Service prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Service Order and/or Service prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges; (iv) Customer shall be responsible for the return of all applicable Comcast Equipment and (A) until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to

invoice Customer for the monthly fee applicable to such Comcast Equipment and (B) if any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or Comcast's agents, normal wear and tear excepted, the fees set forth in Section 2.5 shall apply; and (v) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to Comcast. Termination by either Party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

5.4 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. Comcast may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, force majeure event, or judgment of any court or government agency, and that change affects Comcast's ability to provide the Services herein.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

6.1 Limitation of Liability.

(a) THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THIS 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 MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, 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 OF 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 CHARGES OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

(a) TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA, 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.

(b) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Comcast and its agents, suppliers, and licensors be liable for any loss, damage, or claim arising out of or related to: (1) content or data received or distributed by Customer or its users through the Services; (2) any act or omission of Customer, its users, or third parties not under the control of Comcast; (3) interoperability, interaction, or interconnection of the Services with applications, equipment, services, or networks provided by Customer or third parties not under the control of Comcast; 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.

6.3 Exclusive Remedies. Customer's sole and exclusive remedies are as expressly set forth in this Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Subject to Section 6.1(b) and any other limitations contained in this Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result 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) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Section 7.1, any claims by any end user of the Services shall not be included in the definition of Claims.

7.2 Customer's Indemnification Obligations. Subject to Section 6.1(b), Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and any end users' use or sharing of the Service provided under this Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

7.3 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 that gives rise to a 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 selected by the Indemnifying 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 Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 7A. BINDING ARBITRATION

7A.1 Purpose. If Customer has a Dispute (as defined below) with Comcast that cannot be resolved through an informal dispute resolution process between the Parties set forth in Article 7A.4, Customer or Comcast shall arbitrate that Dispute in accordance with the terms of this arbitration provision ("**Arbitration Provision**") rather than litigate the Dispute in court. Arbitration means the Parties will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

7A.2 Definitions. The term "Dispute" means any and all claims or controversies arising out of or related to any aspect of Customer's relationship with Comcast, including, but not limited to, any and all: (i) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (ii) claims or controversies that arose before this Agreement or any prior agreement; (iii) claims or controversies that arise after the expiration or termination of this Agreement; and (iv) claims or controversies that are the subject of purported class, collective, or representative action litigation. However, these terms do not apply to any Dispute as to which you have personally initiated a lawsuit or arbitration prior to agreeing to this Arbitration Provision. As used in this Arbitration Provision, "Comcast" means Comcast and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents; and "Customer" means you and any users or beneficiaries of the Services.

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

7A.4 Initiation of Arbitration Proceeding/Selection of Arbitrator. Before either Party initiates an arbitration proceeding, that Party must first provide an opportunity to resolve the Dispute by sending the other Party a written Notice of Dispute ("**Notice**"). Customer may download a Notice form at www.xfinity.com/nod. Customer may send the completed Notice by U.S. mail to Comcast, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838 – ATTN; LEGAL DEPARTMENT/ARBITRATION, or submit the completed Notice electronically by following the instructions at www.xfinity.com/nod. Comcast may send Customer the completed Notice by sending Customer the Notice by mail to the address on the account or by email at the email address we have on file for your account. The Notice must include all of the

information requested on the Notice form, including, as applicable: (a) the noticing Party's name; (b) the relevant Comcast account number(s) and the relevant Service Location(s); (c) the Services (if any) to which the Dispute pertains; (d) a description of the nature and basis of the Dispute; (e) an explanation of the specific relief sought and the basis for any damages calculations; (f) the noticing Party's signature; and (g) if Customer has retained an attorney, a signed statement authorizing Comcast to disclose Customer's confidential account records and other information to Customer's attorney if necessary to resolve your Dispute. Customer and Comcast each agree to negotiate to resolve the Dispute in good faith, and that neither Customer nor Comcast may initiate an arbitration proceeding unless Customer and Comcast are unable to resolve the Dispute within 60 days of the other's receipt of a complete Notice that includes all of the foregoing information. If Customer or Comcast sends an incomplete Notice, the 60-day good faith negotiation period will begin only after the complete Notice is received by Customer or Comcast. During the 60-day good faith negotiation period, we will meet via telephone or videoconference, in a good-faith effort to confer with each other and try to informally resolve the Dispute. If Customer is represented by counsel, Customer's counsel may participate in the conference as well, but Customer agrees to fully participate in the conference personally. Likewise, if we are represented by counsel, our counsel may participate in the conference as well, but we agree to have a company representative fully participate in the conference. Any statute of limitation relevant to a Dispute under applicable law shall be tolled from the date of receipt of a completed Notice, through and including the foregoing negotiation period, and continuing until final resolution of any arbitration proceeding, unless the Party providing the Notice of Dispute withdraws or abandons the Dispute at any point, or the arbitration proceeding is withdrawn or dismissed. Failure to complete the requirements of the 60-day good faith negotiation period is grounds for dismissal of any arbitration proceeding, described below.

Any Dispute that the Parties cannot resolve through the 60-day good faith negotiation period must be brought on an individual basis and will be resolved exclusively by final and binding arbitration ("Arbitration") before an arbitrator mutually selected by the Parties (the "Arbitrator"). Customer may initiate an Arbitration by sending a demand that includes all of the information required in the Notice to: Comcast, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838 – ATTN: LEGAL DEPARTMENT/ARBITRATION.

The Parties will meet and confer in good faith to select an Arbitrator and applicable fee schedule subject to Section 7A.8 below. The Arbitrator must have experience with the subject matter of the Dispute. For purposes of this Section, good-faith meet-and-confer efforts require that each Party propose at least three arbitrators who meet the qualifications described in this Agreement. If, after 60 days of good faith meet and confer efforts, the Parties are unable to agree on an arbitrator, either Party may petition the state or federal courts in the county and state where the Service Location is located, to appoint an arbitrator meeting the requirements herein from the arbitrators proposed by the Parties.

Either Customer or Comcast may initiate an arbitration proceeding by opening a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-495-4185, www.adr.org under the 8 V. 41 Commercial Arbitration Rules of the American Arbitration Association "AAA" and sending a demand to the AAA that includes all of the information required in the Notice. Customer may deliver the demand, or otherwise notify Comcast regarding the arbitration proceeding, by mail addressed to 1701 John F. Kennedy Blvd., Philadelphia, PA 19103-2838 - ATTN: LEGAL DEPARTMENT.

7A.5 Arbitration Procedures. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered pursuant to the most recent version of the American Arbitration Association ("AAA") Consumer Arbitration Rules and Mass Arbitration Supplementary Rules (the "AAA Rules"), with the exclusion of any associated fee schedules and as modified by the version of this Arbitration Provision that is in effect when Customer notifies Comcast about Customer's Dispute. The selection of the AAA Rules is meant to govern procedural issues only, and such selection does not mean that AAA will administer the Arbitration or appoint the Arbitrator. Customer can obtain the AAA Rules from the AAA by visiting its website (www.adr.org). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA Rules, this Arbitration Provision shall govern. A single Arbitrator will resolve the Dispute. Unless Customer and Comcast agree otherwise, any Arbitration hearing will take place at a location convenient to Customer in the area where Customer receives Services from us. If Customer no longer receives Services from Comcast when Customer notifies Comcast of Customer's Dispute, then any Arbitration hearing will take place at a location convenient to Customer in the county where the Service Location is located when Customer notifies Comcast of Customer's Dispute, provided that we offer Services in that county, or in the area where Customer received Services from us at the time of the events giving rise to Customer's Dispute. The parties may mutually agree that the Arbitration be conducted via electronic or telephonic means, including via the submission of documents only through a desk Arbitration as described in the AAA Rules. The Arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The Arbitrator shall issue a reasoned written decision that explains the Arbitrator's essential findings and conclusions. The Arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing.

7A.6 Location of Arbitration. The arbitration will take place at a location convenient to Customer in the area where Customer receives Services from Comcast.

7A.7 Payment of Arbitration Fees and Costs. IF THE ARBITRATOR FINDS THAT THE COSTS AND FEES OF AN ARBITRATION CUSTOMER INITIATES WILL BE

PROHIBITIVE FOR CUSTOMER AS COMPARED TO THE COSTS OF LITIGATION, WE WILL PAY AS MUCH OF CUSTOMER'S FILING, ARBITRATOR, AND HEARING FEES IN THE ARBITRATION AS THE ARBITRATOR DEEMS NECESSARY TO PREVENT THE ARBITRATION FROM BEING COST PROHIBITIVE, REGARDLESS OF THE OUTCOME OF THE ARBITRATION. HOWEVER, IF THE ARBITRATOR FINDS THAT CUSTOMER'S DISPUTE WAS FRIVOLOUS OR BROUGHT FOR AN IMPROPER PURPOSE (AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF CIVIL PROCEDURE 11(B)), CUSTOMER SHALL REIMBURSE US FOR ANY FEES AND COSTS THAT WERE ADVANCED BY US ON CUSTOMER'S BEHALF. CUSTOMER MAY HIRE AN ATTORNEY TO REPRESENT CUSTOMER IN ARBITRATION. CUSTOMER IS RESPONSIBLE FOR CUSTOMER'S ATTORNEYS' FEES AND ADDITIONAL COSTS. CUSTOMER MAY ONLY RECOVER CUSTOMER'S ATTORNEYS' FEES AND COSTS IN THE ARBITRATION IF (I) THE ARBITRATION IS DECIDED IN CUSTOMER'S FAVOR AND TO THE EXTENT THAT CUSTOMER COULD HAVE RECOVERED THOSE FEES IN COURT IN ACCORDANCE WITH THE LAW OR STATUTE(S) THAT APPLY TO THE CASE OR (II) THE ARBITRATOR FINDS THAT ANY DISPUTE WE BRING AGAINST CUSTOMER WAS FRIVOLOUS OR BROUGHT FOR AN IMPROPER PURPOSE (AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF CIVIL PROCEDURE 11(B)). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

7A.9 Severability.

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

(b) In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, Customer and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

7A.10 Exclusions from Arbitration. CUSTOMER AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) DISPUTES RELATING TO THE SCOPE, VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS

EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

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

ARTICLE 8. INTELLECTUAL PROPERTY

8.1 License. If Customer requires the use of Licensed Software 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.

8.2 Restrictions. 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 an authorized officer of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates and Changes. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment ("**Updates**"). Comcast may perform such Updates remotely or on-site, at Comcast's sole discretion. Customer hereby consents to, and shall provide free Access for, such Updates. If Comcast has agreed to provide Updates, Comcast will be excused from the applicable performance criteria and credits, and any and all liability and indemnification obligations regarding the applicable Service to the extent resulting from Customer's failure to allow Comcast to install any Updates.

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

8.5 Intellectual Property Rights in the Services. Title and intellectual property rights to (a) the Services and (b) any 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.

8.6 Ownership of the Network. 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(s) 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 preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer, if any.

ARTICLE 9. CONFIDENTIAL INFORMATION

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall, during the term of this Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), not be disclosed to any third party without the disclosing Party's express written consent. Notwithstanding the foregoing, 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 designed to protect against unauthorized use or disclosure) or (b) as otherwise authorized by this Agreement. Each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving Party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving Party; (iii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing Party; or (iv) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information. 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. If either Party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such Party shall be permitted to make such disclosure provided that it: (A) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (B) if permitted, provides the disclosing Party with prompt notice of such order or legal requirement, and (C) reasonably assists the disclosing Party in obtaining a protective order, if requested and at the disclosing Party's expense.

9.2 Publicity. This Agreement provides no right to use any Party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other Party; provided that this restriction will not prohibit Comcast from making internal announcements related to the completion and existence of the contractual relationship contemplated herein.

9.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

ARTICLE 10. PROHIBITED USES; COMCAST POLICIES

10.1 Prohibited Uses; Use Policies. Customer is prohibited from using, or permitting the use of, any Service (a) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (b) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (c) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. In addition, all Services are for domestic U.S., commercial, non-residential use only. Customer is also prohibited from using, or permitting the use of, any Service in violation of the Comcast Acceptable Use Policy ("AUP") available on the Website. Services are subject to availability. Customer is responsible for the compliance of its users with the provisions of this Agreement, including this Section 10.1. Customer acknowledges and agrees that use of any Service, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section 5.2, Comcast reserves the right to act immediately and without notice to (i) terminate or suspend this Agreement and/or any Services if Comcast determines that such use or information is in violation of this Section 10.1 and such termination will constitute a termination for cause and (ii) terminate or suspend the Services in the event of fraudulent use of the Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

10.2 Privacy Policy. Comcast will comply with the Comcast Privacy Policy ("Privacy Policy") which is available at the Website. 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. Customer acknowledges and agrees that it is also responsible for complying with all Privacy Terms available in the Comcast Business Privacy Center, which is available at the Website.

10.3 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. For the avoidance of doubt, this prohibition includes Customer bundling the Services with any services or components of Customer that are then sold to end users of any kind.

10.4 Monitoring. Comcast shall have no obligation to monitor postings or transmissions made in connection with the Services; however, Customer acknowledges and agrees that Comcast and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. Comcast reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Comcast’s sole discretion, are unacceptable, undesirable or in violation of this Agreement.

ARTICLE 11. SERVICE CREDITS

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

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

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

11.2 Exceptions to Credit Allowances. Except as otherwise provided in these Terms and Conditions or the applicable PSA, 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 Equipment or power; any third party not contracted through Comcast, including, without limitation, Customer’s users or third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as described in Section 13.1, unless otherwise provided under applicable law. The remedies set forth in this Article 11 shall be Customer’s sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any Comcast failure to meet the objectives of the Services.

ARTICLE 12. INSURANCE

12.1 Comcast shall maintain during the term of this Agreement commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence covering Comcast’s liability hereunder for bodily injury and property damage.

ARTICLE 13. MISCELLANEOUS TERMS

13.1 Force Majeure. Neither Party nor its Affiliates shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the Party’s reasonable control, except that Customer’s obligation to pay for Services provided under this Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

13.2 Assignment or Transfer. Customer shall not assign any right, obligation, or duty, in whole or in part, nor any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. Any assignment in violation of this provision shall be deemed null and void. All obligations and duties of either Party hereunder shall be binding on all successors-in-interest and permitted assigns of such Party.

13.3 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations and this Agreement. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

13.4 Changes to this Agreement. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement’s execution. The Parties agree that in the event of any legislative, regulatory, or judicial

order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of this Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

13.5 Notices. Except as otherwise identified herein or in the applicable PSA, any notice sent pursuant to this Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified 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 Service 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 Legal_Notices@comcast.com.

13.6 Consent to Communications from Comcast. Customer understands and agrees that Comcast or third parties acting on Comcast's behalf may call, text or email Customer at any telephone number or email address that Customer provides to Comcast or that Comcast issues to Customer and may do so for any purpose relating to Customer's account and/or the Service to which Customer purchased. Customer expressly consents to receive such calls, texts and emails and agrees that these calls, texts, and emails are not unsolicited. Customer understands and agrees that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. If Customer does not wish to receive these calls and texts, Customer may visit the Preference Center to manage Customer's communications preferences. The current website for the Preference Center is <https://pc2.mypreferences.com/Comcast/OptOut/Default.aspx> (as the same may be updated by Comcast from time-to-time). Customer understands and agrees that this is the exclusive means of opting out of such communications. Customer may not opt-out of receiving certain communications pertaining to Customer's account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, or harm caused to the network. Message frequency depends on Customer's activity with Customer's Service. Standard message and/or data rates may apply.

13.7 Entire Understanding. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof. Customer acknowledges and agrees that terms or conditions contained in any Customer purchase order or similar Customer order form (regardless of whether executed by Comcast), or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect. Without limitation to the foregoing, if (i) Customer requires

Comcast to execute a Customer purchase order or sales order for a Service or as a condition to receiving payment for the same and (ii) Comcast executes such purchase order or sales order, Customer acknowledges and agrees that (1) Comcast's execution is solely for the purpose of assisting Customer in satisfying its internal procurement requirements and (2) any terms and conditions contained in such purchase order or sales order shall be null and void and of no force or effect. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

13.8 Tariffs. Notwithstanding anything to the contrary in this Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in this 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 between this Agreement and applicable Service Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in this Agreement and applicable Service Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. 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 this 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 the Customer, the Customer may terminate the applicable Service Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

13.9 Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of this Agreement shall remain in full force and effect. Each Party acknowledges and agrees that any interpretation of this Agreement may not be construed against a Party by virtue of that Party having drafted the provisions.

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

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

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

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

13.14 Counterparts. This Agreement may be executed in counterpart copies. Each Party represents and warrants that the persons who execute this Agreement on its behalf are duly authorized to do so.

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

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

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

13.18 Waiver of Jury Trial. WHETHER ANY DISPUTE IS RESOLVED IN COURT OR IN ARBITRATION, CUSTOMER AND COMCAST AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN RELATION TO THE DISPUTE.

ADDITIONAL PRODUCT-SPECIFIC TERMS

ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICES

In addition to Articles 1 THROUGH 13 above, Article 14 is specifically applicable to Internet Service:

ARTICLE 14 ADDITIONAL TERMS APPLICABLE TO BASIC WI-FI SERVICE (INCLUDING WI-FI HOTSPOT SERVICE) AND ENHANCED WI-FI SERVICE

In addition to Articles 1 THROUGH 13 above, Article 14 is specifically applicable to Private Wi-Fi service (“Private Wi-Fi Service”), Public Wi-Fi service (together with Hot Spot Service, “Public Wi-Fi Service” and Public-WiFi Service together with Private-WiFi Service, “Basic Wi-Fi Service”), and Enhanced Wi-Fi service (collectively with Basic Wi-Fi Service, “Wi-Fi Service”) offered by Comcast:

14.1 Limitation. Subject to Service availability, Customer may order Wi-Fi Service to provide Internet connectivity to certain areas of a Service Location as further described below. To order and retain Wi-Fi Service with Comcast, Customer must have Comcast Internet Service at the applicable Service Location.

Comcast shall have no liability for loss of Wi-Fi Service which results from Customer’s failing to maintain Internet Service at the Service Location.

(a) Private Wi-Fi Service is offered together with Public Wi-Fi Service, and may not be ordered separately.

(b) Public Wi-Fi Service may be ordered with or without Private Wi-Fi Service.

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

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

14.3 Supplemental Terms. Comcast agrees to provide Wi-Fi Service pursuant to the Terms and Conditions herein and the supplemental Wi-Fi Terms and Conditions located on the Website (“Wi-Fi Terms and Conditions”). Comcast may, at its sole option, change or modify the Wi-Fi Terms and Conditions, and any related policies from time to time (“Wi-Fi Service Revisions”) by posting such Wi-Fi Service Revisions to the Comcast Website. The Wi-Fi Service Revisions are effective upon posting.

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

14.5 Indemnification. In addition to the general indemnification obligations set forth herein, Customer shall indemnify, defend and hold harmless Comcast and its Affiliates and its and their respective directors, officers, employees, agents, partners, suppliers, (sub)contractors, attorneys and licensors from and against any and all Claims (i) asserted by or on behalf of any Wi-Fi end user of the Wi-Fi Service; or (ii) arising out of the use of the Wi-Fi Service.

ADDITIONAL TERMS APPLICABLE TO VOICE SERVICES

In addition to Articles 1 THROUGH 13 above, the following Articles 15 THROUGH 19D are specifically applicable to Voice Services (excluding Comcast Business VoiceEdge®).

ARTICLE 15. USAGE BILLING

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

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

15.3 Notwithstanding anything to the contrary in this Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast or Comcast's Affiliates, agents, suppliers, contractors or licensors as if such a call were answered by the called party, Comcast will charge Customer for a completed call. Voice Service pricing lists and fees can be found at <https://www.xfinity.com/corporate/about/phonetermservice/comcastdigitalvoice/CDVBStatePricing>.

15.4 Except as otherwise prohibited by applicable law, calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute. Comcast reserves the right to round up any and all Voice Service invoice amounts to the nearest one cent (\$0.01).

ARTICLE 16. USE POLICY

16.1 Additional Use Restrictions. Voice Service may only be used at Service Locations where Voice Service is installed by Comcast. Customer expressly agrees to not use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax or voicemail broadcasting or blasting. Customer also expressly agrees to not use Voice Service to originate or otherwise facilitate calls using misleading or incorrect caller ID information (i.e., illegal call spoofing) or in any manner inconsistent with the terms in Sections 16.3 and 16.4 herein. If Comcast determines, in its sole discretion, that Customer's use of Voice Service is excessive or in violation of this Agreement, Comcast reserves the right, among other things, to terminate or modify Voice Service immediately and without notice. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST, ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, CONTRACTORS AND LICENSORS (COLLECTIVELY, "ASSOCIATED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES,

PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE VOICE SERVICES RELATING TO CUSTOMER'S FAILURE TO COMPLY WITH THIS ARTICLE 16.

16.2 Use of Hospitality Voice Service. Each Hospitality Voice Service Customer is prohibited from reselling Hospitality Voice Service. For the avoidance of doubt, a Hospitality Voice Service Customer may allow its end users to use Hospitality Voice Service provided that the Hospitality Voice Service is only used in common areas at the Service Location (i.e., not for in-room guest use). Comcast shall provide Hospitality Voice Service to the Demarcation Point at the applicable Service Location. Customer shall be responsible for any and all facilities, equipment and/or devices required to use Hospitality Voice Service on the Customer-side of the Demarcation Point. Customer is responsible for all Hospitality Voice Service charges incurred by its end users.

16.3 Fraudulent and Robocall Traffic.

(a) Comcast reserves the right to investigate suspicious calls and calling patterns.

(b) Customer expressly agrees not to use the Voice Service for auto-dialing or robocalling, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitations or polling), fax or voicemail broadcasting or blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns.

(c) Comcast assumes no liability for (i) calls to Customer that Comcast blocks as fraudulent or robocall traffic or (ii) calls made by Customer that are blocked by third party providers as the result of any fraud or robocall mitigation efforts.

(d) If Comcast detects a pattern of calls having characteristics of illegal robocalls, or if there is otherwise a reason to suspect illegal robocalling or spoofing, Comcast will seek to identify the party making such calls and take appropriate action including, but not limited to: (i) initiating a traceback investigation; (ii) verifying Customer's right to use the calling telephone number; (iii) determining whether the calling name sent to a receiving party matches Customer's corporate name, trademark, or d/b/a name; (iv) terminating Customer's Voice Service; and (v) notifying law enforcement. Comcast may, but shall not be required to, inform Customer that Comcast is taking such action. Comcast reserves the right to inform an enforcement agency, or its delegate with jurisdiction, of the identity of Customer if Customer is determined to be the source of fraudulent robocalls or other illegal activity including but not limited to originating calls to telephone numbers that are on a state or federal Do Not Call list. Comcast may, but shall not be required to, inform Customer that Comcast is taking such action.

16.4 Call Spoofing. Customer shall not, and agrees not to, (a) use the Voice Service to originate or otherwise facilitate calls using misleading or incorrect caller ID information or (b) deliberately falsify the information transmitted to the called party's Caller ID display to disguise its identity or otherwise make calls with the intent to defraud, cause harm, or wrongfully obtain anything of value. Customer agrees to defend, indemnify and hold Comcast and the Comcast Associated Parties harmless from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses for claims relating to or resulting from Customer's violation of this Section 16.4.

ARTICLE 16A. SERVICE LIMITATION

16A.1 Disruption of Service. Customer acknowledges and agrees that Voice Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power is interrupted and Customer-Provided Equipment and/or Comcast Equipment does not have a functioning backup power. Customer also acknowledges and agrees that the performance of the Voice Service battery backup is not guaranteed. If the battery backup does not provide power, the Voice Service, including calls to 911, will not function until power is restored provided the Comcast network is operational. Customer acknowledges and understands that the VoiceEdge Select Service does not include any battery backup. If Customer does not have access to power, the VoiceEdge Select Service, including calls to 911, will not function until power is restored provided the Comcast network is operational. Customer also acknowledges that certain online features of Voice Service, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

16A.2 Provision of Service. Subject to the terms and conditions herein, Voice Service is intended for commercial, non-residential use only.

ARTICLE 16B. COUNTRIES NOT SERVED – FRAUD PREVENTION

In order to prevent international long distance fraud and reduce toll-fraud risks to Voice Service customers, Comcast does not include direct dialing to the following countries for all Voice Services: Comoros; Djibouti; Eritrea; Guinea; Guinea Bissau; Guyana; Ivory Coast; Liechtenstein; Maldives; Moldova; Niue; Sao Tome; Senegal; Sierra Leone; Somalia; Suriname; Tuvalu; Vanuatu; Republic of Yemen; Zimbabwe; Algeria; Morocco; Nauru; Papua New Guinea; Saint Helena; Solomon Islands; and Western Samoa. Customers may still make calls to the foregoing countries by making operator assisted calls, which may be subject to an additional fee.

ARTICLE 17. LIMITATIONS OF 911/E911

17.1 Limitations. Voice Service includes a 911/ Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it

may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.

17.2 Correct Address. FEDERAL LAW AND MANY STATES REQUIRE BUSINESSES USING MULTI-LINE TELEPHONE SYSTEMS TO TRANSMIT SPECIFIC LOCATION INFORMATION (E.G., OFFICE NUMBER, ROOM NUMBER, FLOOR LEVEL, DIRECTIONAL QUADRANTS WITHIN INDIVIDUAL BUILDINGS, OR STREET ADDRESS FOR MULTI-LINE SYSTEMS THAT SERVE MULTIPLE DISCRETE BUILDINGS) FOR 911 CALLS. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT CUSTOMER, AND NOT COMCAST, BEARS SOLE RESPONSIBILITY TO ENSURE THAT CUSTOMER IDENTIFIES AND COMPLIES WITH ALL SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT. In order for 911/E911 calls to be properly directed to emergency services, Comcast must have Customer's correct Service Location address. If Customer moves the Voice Service to a different Service Location without obtaining Comcast's prior approval and providing the correct updated information to Comcast, 911/E911 calls may be directed to the wrong emergency authority, 911/E911 calls may transmit the wrong Service Location address, and/or the Voice Service (including 911/E911) may fail altogether. Therefore, Customer must contact Comcast at least thirty-six (36) hours before moving the Voice Service to a new Service Location, or a new location within a Service Location and provide Comcast with the updated Service Location information to ensure the records update is in place by the time of the relocation. Customer acknowledges that 911 calls made from nomadic Comcast Equipment and Voice Services (i.e., Comcast Equipment and Voice Services that can be moved to multiple locations but still use the same telephone number) will reach the emergency authority associated with the Service Location.

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

17.3 Service Interruptions. Customer acknowledges and understands that the Voice Service (a) uses the electrical power in Customer's Service Location and (b) may rely on a broadband connection. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated Customer-Provided Equipment and/or Comcast Equipment is not installed, fails, or is exhausted after several hours. Additionally, if the broadband service fails, 911 calling may be interrupted. Customer is urged to arrange for its own backup power supply. Provided that the underlying network is still operational, the duration of the Voice Service during a power outage will depend, among other things, on Customer's backup power choice and proper configuration of Customer's disaster recovery features. Comcast bears no responsibility for such loss of the Voice Service.

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

17.5 911/E911 Limitations for Nomadic Users. Comcast only supports 911/E911 calls in those areas of the U.S. where Comcast can direct Customer's 911 calls to the appropriate PSAP in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges that 911 calls made within the U.S. from nomadic Comcast Equipment and Voice Services will be directed to the emergency authority associated with the then-current Service Location address as described in Section 17.2. Customer agrees to comply with all user guides, requirements and instructions provided by Comcast, including, without limitation, updating the Service Location associated with the nomadic Voice Service or Comcast Equipment. Nomadic Voice Service does not support calls to abbreviated emergency service dialing codes used outside the U.S.

17.6 Customer-Initiated 911 Testing. 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 make test calls to 911, Customer agrees to obtain prior approval from the relevant state and or local emergency communications authority and assumes all responsibility for the placement of such calls.

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

17.8 LIMITATION OF LIABILITY AND INDEMNIFICATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ANY COMCAST ASSOCIATED PARTY WILL BE LIABLE FOR ANY VOICE SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND THE COMCAST ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE VOICE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

17.9 911 Email Address. Comcast provides an email notification to Customer from Do_Not_Reply_911@comcast.com (the "911 Email Address")

when a 911 call has been made unless Customer has opted out from receiving such notification from Comcast. It is Customer's sole responsibility to provide an email address to Comcast and to keep such email address up to date. It is also Customer's responsibility to ensure that Customer's email does not filter, spam and/or block any emails from the 911 Email Address.

ARTICLE 18. VOICE EQUIPMENT REQUIREMENTS; INCOMPATIBLE EQUIPMENT AND SERVICES; NOMADIC FUNCTIONALITY

18.1 Equipment Requirements.

(a) In order to use the Comcast Business Voice Service, Customer must use (i) a multimedia terminal adapter ("MTA") or modem(s), as determined by Comcast based upon Customer's Service Location setup and (ii) analog devices to connect to the MTA or modem. Customer must lease the MTA or modem(s) from Comcast. Such equipment is Comcast Equipment. Customer must purchase the analog devices. Such equipment is Customer-Provided Equipment.

(b) In order to use the VoiceEdge Select Service, Customer needs a base station, a modem, and DECT phone(s). Customer may also need a repeater, which will be determined by Comcast during the installation of the VoiceEdge Select Service and is based upon Customer's Service Location setup. Customer must lease the equipment from Comcast. Such equipment is Comcast Equipment.

(c) Customer agrees to keep the Comcast Equipment plugged into a working electrical power outlet at all times.

18.2 Incompatible Equipment and Services. Customer acknowledges and agrees that Voice Services may not support or be compatible with:

(a) 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;

(b) 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;

(c) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;

(d) 211 or 311 calling; or

(e) 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 or services in connection with the Voice Service is solely at its own risk and Comcast shall not be liable for any damages whatsoever for any

non-operation or damage to such services or devices.

18.3 Customer Responsibility for Customer-Provided Equipment.

(a) Customer is solely responsible for (i) providing, configuring and maintaining working Customer-Provided Equipment (including, but not limited to, PBX equipment and handsets with respect to the Trunk Service), (ii) notifying and training its users regarding proper use of the (A) Customer's system in accordance with applicable requirements (including but not limited to any legal and/or regulatory requirements) and (B) feature functionality maintained on any Customer-Provided Equipment, including but not limited to extension dialing, call forwarding and call configurations and (iii) any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers and mandated 3-digit dialing codes and to enable calls to be connected to new area codes. Support of such N11 numbers and mandated 3-digit dialing codes may include configuration of features maintained by Customer, for which Customer is solely responsible for maintaining. Except as set forth in Section 18.2(d), Comcast will support N11 dialing and mandated 3-digit dialing codes in areas where the Voice Service is made available by the local municipality. Customer also acknowledges and accepts that Comcast only supports seven-digit local calling in certain 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 Voice Services 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 is solely responsible for origination or termination of misconfigured calls, such as calls originated with an invalid telephone number or telephone numbers reserved as "Do Not Originate."

ARTICLE 19. ADDITIONAL LIMITATIONS ON COMCAST'S LIABILITY FOR VOICE SERVICE

19.1 Limitations on Comcast's Liability for Directories and Directory Assistance for Voice Service Customers. IN THE EVENT THAT (a) COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, (b) CUSTOMER PROVIDES COMCAST SUCH INFORMATION TO BE PUBLISHED IN THE DIRECTORY OR DIRECTORY ASSISTANCE, (c) 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 AND (d) THE CONDITIONS SET FORTH IN SUBSECTION(c)(1), (c)(2) OR (c)(3) ARE DIRECTLY ATTRIBUTABLE TO COMCAST'S ACTIONS OR FAILURE TO ACT, THEN THE AGGREGATE LIABILITY OF COMCAST AND THE COMCAST ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY RECURRING CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMCAST AND THE COMCAST ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED IN SUBSECTION (c)(1), (c)(2) AND/OR (c)(3). IF ANY OF THE AFOREMENTIONED CONDITIONS OCCUR AND ARE NOT A RESULT OF COMCAST'S ACTION OR FAILURE TO ACT, COMCAST WILL NOT BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH CONDITIONS. FURTHERMORE, IF COMCAST MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF THE COMCAST ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

19.2 Customer Information. Comcast and its suppliers reserve the right both during the term of the Agreement and upon the termination of the Agreement 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 Comcast's then-current storage and/or retention policies. Customer acknowledges and agrees 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.

19.3 Call Verification. Customer may be receiving enhanced Caller ID services that provide Customer with an indicator on calls when the caller's voice provider has confirmed that the call is coming from a telephone number that has not been falsified or spoofed. Customer understands and acknowledges that an indicator that a particular calling telephone number has been authenticated or "verified" does not mean that the call is a desired call or a legitimate call. Similarly, Customer understands and acknowledges that the lack of a "verified" indicator does not mean that the call is an unwanted or illegitimate call. Customer is responsible for protecting itself from fraudulent calls. Comcast shall have no liability for any actual or alleged damages claimed to be caused, directly or indirectly, as a result of Customer's reliance on enhanced Caller ID services.

ARTICLE 19A. ADDITIONAL TERMS APPLICABLE TO TOLL FREE SERVICE

In addition to Articles 1 THROUGH 13 and Articles 15 THROUGH 19, the following Article 19A is specifically applicable to Toll Free Service offered by Comcast:

19A.1 Limitation. Customer may order Toll Free Service. In order to purchase and retain Toll Free Service with Comcast, Customer must have either the Comcast Business Voice Service or the VoiceEdge Select Service, and must map each toll-free telephone number (each, a “TFN”) to a Service telephone number (each, an “Associated TN”). If Customer terminates an Associated TN at any time during the Toll Free Services Service Term, Customer must immediately: (a) map the applicable TFN to another Business Voice or VoiceEdge Select telephone number on Customer’s Comcast account, (b) purchase a new Business Voice telephone number to map to the TFN, (c) port out the TFN to another toll free carrier, or (d) disconnect the TFN. If Customer fails to take immediate action as indicated above, Comcast will disconnect the TFN. Comcast shall have no liability for loss of Toll Free Service which results from Customer failing to take immediate action as indicated above.

19A.2 Term and Termination. Toll Free Service is offered on a month-to-month basis. Customer shall have the right to terminate Toll Free Service, at any time, for any reason, upon thirty (30) days’ prior written notice to Comcast, subject to payment of all outstanding amounts due for the Toll Free Service and the return of any and all Comcast Equipment. Termination of Toll Free Service is not subject to Termination Charges. Toll Free Service will terminate simultaneously with Customer’s Voice Service.

19A.3 Authorization. When ordering Toll Free Service, as set forth or referenced in each applicable Service Order, Customer authorizes Comcast to act as its agent in initiating and provisioning such Toll Free Service.

ARTICLE 19B. ADDITIONAL TERMS APPLICABLE TO TRUNK SERVICE

In addition to Articles 1 THROUGH 13 and Articles 15 THROUGH 19, the following Article 19B is specifically applicable to Trunk Service offered by Comcast:

19B.1 Additional E911 Limitations - Trunk Service. 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 Trunk Service, as described below.

(b) Federal laws and regulations, along with many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Comcast offers the opportunity for a Customer to designate up to 1,000 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 Sales Order provide location information for each telephone number exactly as it should appear to the 911 call taker.

(c) Customer acknowledges and agrees that Customer, 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 911 services described above at least to the extent required by law, and that Customer does not require the use of more than 1,000 different telephone numbers or other features not currently offered under the Agreement in order to comply with applicable laws. Regardless of if Customer also has “Private Switch/Automatic Location Identification” service in connection with its existing telephone service from another provider at the Service Location(s), Customer must maintain with Comcast updated location information for each telephone number as provided in this Section 19B.1.

19B.2 Recommended Battery Back-Up is NOT Included.

Customer acknowledges and agrees that the Trunk Service uses electrical power from the Service Location. Customer acknowledges and agrees that Customer may lose access to and use of the Trunk Service, including 911/E911, if electrical power to the Integrated Access Device (“IAD”), Enterprise SIP Gateway (“ESG”), PBX switch, and/or handsets is interrupted and such devices are not supported by a working battery backup. Customer also acknowledges and agrees 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, provided the underlying network is still operational, the duration of Trunk Service during a power outage using the Comcast Equipment installed to provide Trunk Services will depend on Customer’s backup power choice. If the IAD or ESG (as applicable) is disconnected or removed during a power outage 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.

19B.3 Additional Equipment Requirements – Trunk Service. In order to use the Trunk Service, Customer must use a Comcast-issued modem and a Comcast-issued IAD. Such equipment is Comcast Equipment.

19B.4 Additional Customer Responsibility for Customer-Provided Equipment. 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.

19B.5 Service Level Agreement. Notwithstanding anything to the contrary, Comcast's liability for Trunk Service performance, including but not limited to Comcast's issuance of any service credits, shall be limited to the amounts set forth in the "SLA" found at the Comcast Website. Comcast may change or modify the SLAs by posting such SLA Revisions to the Website. The SLA Revisions are effective upon posting to the Website.

ARTICLE 19C. ADDITIONAL TERMS APPLICABLE TO REMOTE CALL FORWARDING SERVICE

In addition to Articles 1 THROUGH 13 and Articles 15 THROUGH 19, the following Article 19C is applicable to Remote Call Forwarding Service offered by Comcast:

19C.1 Limitation. In order to purchase and retain Remote Call Forwarding Service with Comcast, Customer must have Voice Service, and must map each Remote Call Forwarding telephone number ("RCFTN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Remote Call Forwarding Service term, Customer must immediately: (i) map the applicable RCFTN to another Digital Voice telephone number on Customer's Comcast account, (ii) purchase a new Digital Voice telephone number to map to the RCFTN, (iii) port out the RCFTN to another carrier if feasible, or (iv) disconnect the RCFTN. If Customer fails to take immediate action as indicated above, Comcast will disconnect the RCFTN. Comcast shall have no liability for loss of Remote Call Forwarding Service which results from Customer failing to take immediate action as indicated above.

19C.2 Term and Termination. Remote Call Forwarding Service is offered on a month-to-month basis. Customer shall have the right to terminate Remote Call Forwarding Service, at any time, for any reason, upon thirty (30) days' prior written notice to Comcast, subject to payment of all outstanding amounts due for the Remote Call Forwarding Service and the return of any and all Comcast Equipment. Termination of Remote Call Forwarding Service is not subject to Termination Charges. Remote Call Forwarding Service will terminate simultaneously with Customer's Voice Service.

19C.3 Authorization. When ordering Remote Call Forwarding Service, as set forth or referenced in each applicable Service Order, Customer authorizes Comcast to act as its agent in initiating and provisioning such Remote Call Forwarding Service.

ARTICLE 20D. ADDITIONAL TERMS APPLICABLE TO BUSINESS VOICEEDGE® AND BRANCH OFFICE VOICE SERVICE

In addition to Articles 1 THROUGH 13, additional terms applicable to Business VoiceEdge (formerly Managed Business Class Voice Service) are set forth in the Business VoiceEdge PSA, which can be found at: <https://business.comcast.com/enterprise/terms-conditions>.

ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICES

In addition to Articles 1 THROUGH 13 above, the following Articles 20 THROUGH 24 are specifically applicable to Video Services:

ARTICLE 20. LIMITATION OF SERVICE

20.1 Redistribution Limitation. Customer hereby acknowledges and agrees that Comcast does not have the absolute right to distribute pay-per-view video programming (including programming such as sporting events) and certain premium video services to commercial establishments. Therefore, Customer agrees that it shall not exhibit nor assist in the exhibition of any such programming unless explicitly authorized to do so, in advance and in writing, by Comcast and the applicable program or event distributor. In requesting such explicit authorization, Customer agrees to identify itself as a commercial establishment. Customer shall not, and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of Video Service (or any part thereof); (ii) transmit Video Service (or any part thereof) by any television or radio broadcast or by any other means; or (iii) use Video Service (or any part thereof) outside of the Service Locations(s) (collectively, the "Prohibited Video Activities." Additionally, Customer shall take all reasonable measures to prevent (e.g., encryption) the Prohibited Video Activities. Customer acknowledges that such duplication or reproduction may subject Customer to criminal penalties under applicable copyright and/or trademark laws. Customer agrees to not move any Comcast Equipment from another location to any Service Location, or from any Service Location to any other location. Customer further agrees not to undertake any activity related to the unauthorized reception of the Video Service at any Service Location.

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

in any or all of the Services, including, but not limited to, Video Service.

20.3 Provision of Service. Customer acknowledges and agrees that Comcast has the right at any time to preempt specific Video Service programs, without prior notice to Customer, and to determine what substitute programming, if any, shall be made available. Comcast may in its discretion make additions, deletions or modifications to its Video Service channel line-ups without liability to Customer or anyone claiming through Customer. Comcast shall not be liable for failure to deliver any Video Service programming, which is caused, by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.

(a) **Private View Video.** Private View Video, including without limitation HD DVR service, is for private commercial viewing venues only, and is not for use in public viewing areas such as bars, restaurants, fitness centers or at residential addresses.

(b) **Public View Video.** Public View Video is for use in commercial, public viewing areas such as bars and restaurants. Comcast shall not be liable for failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.

(c) **Hospitality Video.** Hospitality Video is for hospitality in-room guest use at the Service Location(s) (each a "Customer Guest") only and is not for use, and should not be made available to any Customer Guest, in private commercial viewing venues, public viewing areas or at residential addresses. Comcast shall provide Hospitality Video Service to a Demarcation Point at the Service Location. Customer shall be responsible for any and all facilities, equipment and/or devices required to use Hospitality Video on the Customer-side of the Demarcation Point, and depending on the configuration of the Customer-side Service Location infrastructure, certain components of the Hospitality Video may be unavailable. Notwithstanding Customer's use of facilities, equipment and/or devices on the Customer-side of the Demarcation Point, Customer shall comply with all obligations and restrictions regarding Video Service and Hospitality Video contained in this Agreement. Notwithstanding anything to the contrary contained herein, Customer may offer Hospitality Video at the Service Locations(s) to its hospitality guests.

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

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

ARTICLE 21. VIDEO SERVICE INDEMNIFICATION

In addition to the indemnification obligations contained elsewhere in this Agreement, Customers using Video Service agree to indemnify and hold Comcast and its Affiliates and its and their respective directors, officers, employees, agents, partners, suppliers, (sub)contractors, attorneys and licensors harmless from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses for claims relating to or resulting from the unauthorized distribution and/or exhibition of the Video Service, including, without limitation, pay-per-view video programming and premium video services.

ARTICLE 22. STATE-SPECIFIC PROVISIONS APPLICABLE TO VIDEO SERVICE

22.1 Disruption of Service. Notwithstanding the terms of this Agreement, if there is a service interruption, Customer may have certain rights depending on Customer's Service Location:

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

(b) **Maine Customers.** In the event Video Service is interrupted for more than six (6) consecutive hours in a thirty (30) day period, Customer may request a pro-rata credit or refund by calling 800-391-3000.

(c) **New York Customers.** In the event Video Service is interrupted for at least four (4) hours between 6:00 p.m. and 12:00 a.m., except for emergency notice events, a credit equal to one day will be issued to Customer's Video Service monthly service charges. If Video Service is interrupted for less than four (4) hours or outside of the hours of 6:00 p.m. and 12:00 a.m., please call 800-391-3000 to request a credit.

22.2 Regulatory Contact Information. If Comcast's local office cannot resolve Customer's problem to Customer's satisfaction, Customer may write to the Comcast corporate offices at 1701 John F. Kennedy Blvd., Philadelphia, PA 19103-

2838, Attention: Executive Customer Relations. If Customer experience a problem with its Services, please contact Comcast first and give Comcast an opportunity to resolve Customer's problem.

(a) **Connecticut Customers.** If a Video Service matter is not resolved to Customer's satisfaction, please contact the Connecticut Public Utilities Regulatory Authority at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-1553 (outside Connecticut) or TDD 1-860-827-2837.

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

Maine – Office of the Attorney General, Consumer Information and Mediation Service, 6 State House Station, Augusta, ME 04333.

New Hampshire – Office of the Attorney General, Consumer Protection Bureau, 33 Capitol Street, Concord, NH 03301.

(d) **Massachusetts Customers.** In addition, if Customer is unsatisfied with Comcast's handling of Customer's Video Service complaint, Customer may contact the Consumer Division of the Department of Telecommunications and Cable (DTC) toll free at 1-800-392-6066, or Customer may write to them at 1000 Washington Street, Suite 600, Boston, MA 02118.

(e) **New York Customers.** If Customer's Video Service concerns have not been resolved, contact Customer's local government, or call the **New York State Public Service Commission (PSC) at 1-800-342-3377**, or write to: **Customer Service Representative, New York State Public Service Commission, Office of Customer Services**, Three Empire State Plaza, Albany, NY 12223-1350.

22.3 Service or Billing Complaints. If Customer is dissatisfied with Comcast's resolution of Customer's complaint, or Comcast is unable to resolve Customer's complaint, Customer may contact Customer's local franchising authority to discuss Customer's complaint. If Customer's local franchise authority information is not listed on Customer's bill, please call Comcast at 800-391-3000 for the name and address of Customer's local franchising authority.

ARTICLE 23. CHARGES

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

Service pricing.

ARTICLE 24. VIDEO SERVICE STREAMING

To the extent Comcast provides Customer with the ability to stream the Video Services, Customer acknowledges and agrees that (i) such streaming functionality may only be used by Customer's employees at the applicable Service Location(s) on Approved Devices (as defined below), (ii) Customer may register up to four hundred (400) Approved Devices, provided that the Video Services may be streamed on no more than five (5) such devices at any given time, (iii) the streamed video shall be used solely for private viewing purposes and shall not be displayed for public viewing (either in whole or in part), including, but not limited to, in any common areas and/or conference rooms, and (iv) Customer shall not, and shall cause its employees not to, (A) stream, display or transmit the Video Services outside of the applicable Service Location(s) or (B) distribute the Video Services from the Customer-side of the Demarcation Point via a virtual private network. The following are "Approved Devices" (unless Comcast notifies Customer otherwise): (I) a PC or Apple laptop or desktop computer and (II) a tablet and/or smart phone with an iOS or Android operating system.

ADDITIONAL TERMS APPLICABLE TO HOSPITALITY VIDEO SERVICES

In addition to Articles 1 THROUGH 13 and Articles 20 THROUGH 24 above, the following Articles 25 AND 26 are specifically applicable to Hospitality Video Services. For purposes of the above provisions, Video Service shall also mean Hospitality Video Service.

ARTICLE 25. RESETTING OF X1 TV BOXES

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

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

25.3 CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY FAILURE TO RESET ANY X1 TV BOX. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, (SUB)CONTRACTORS, ATTORNEYS AND LICENSORS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES) THAT COMCAST AND/OR ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, (SUB)CONTRACTORS, ATTORNEYS AND LICENSORS MAY INCUR, INCLUDING ANY SUCH LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND/OR EXPENSES COMCAST AND/OR ITS ASSOCIATED PARTIES MAY INCUR IN AN ACTION BROUGHT BY OR ON BEHALF OF A THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, ANY CUSTOMER GUEST), ARISING OUT OF, OR RELATING TO, (I) THE RESETTING OF, OR THE FAILURE TO RESET, ANY X1 TV BOX USED BY, OR MADE AVAILABLE TO, A CUSTOMER GUEST AND/OR (II) CUSTOMER'S BREACH OF SECTION 25.2.

ARTICLE 26. NETFLIX SERVICES

26.1 This Article 26 applies to the extent Customer's Hospitality Video Service includes access to the Netflix Services. "Netflix Services" means the Netflix subscription service which will be accessible via the use of an application available on the Comcast Equipment used to deliver the Hospitality Video Service.

26.2 Customer shall (i) place one remote control with a dedicated Netflix button, to be provided by Comcast, per set-top box or other Comcast Equipment through which the Netflix Services are available, in each guest room in which the Hospitality Video Service is installed, including swapping out non-branded remote controls with remote controls featuring a dedicated Netflix button, and (ii) remove any Comcast remote controls from such guest rooms that do not have a dedicated Netflix button.

26.3 In connection with the Hospitality Video Service, Comcast will provide a Property Management System ("PMS") Integration application which will automatically clear viewing history and application account information on the in-room set-top boxes used by Customer Guests when such Customer Guests check-out ("Automatic Reset Function"). Customer acknowledges and agrees that in order for Comcast to provide the Automatic Reset Function, (i) Customer's PMS must be capable of, and be enabled to, send and receive the necessary data values which will allow Comcast to reset guest set-top boxes upon check-out and (ii) Customer will be required to provide a PMS interface (which may have to be obtained from Customer's PMS provider) which will allow Comcast to receive and send data to

the Customer PMS in connection with performing the Automatic Reset Function (the "Customer PMS Requirements"). If Customer does not satisfy the Customer PMS Requirements, then, notwithstanding anything to the contrary contained in this Article 26, Comcast shall have no obligation to provide the Netflix Services or the Automatic Reset Function in connection with the Hospitality Video Services.

If at any time the Automatic Reset Function is not functioning (i.e., viewing history and application account information is not being cleared from the set-top boxes upon guest check-in/check-out), Comcast may notify Customer of the same. Upon receipt of such notice and until Comcast notifies Customer that the Automatic Reset Function is functioning, Customer shall be responsible for resetting the guest room set-top boxes in accordance with Section 25.2 and shall be liable to Comcast in accordance with Section 25.3 for any failure to do so.

26.4 Customer acknowledges and agrees it is expressly prohibited from:

- (a) providing free Netflix subscriptions or house accounts to Customer Guests;
- (b) displaying the Netflix Service in any public or common areas;
- (c) charging Customer Guests an additional fee or other charge for the use of the Netflix Service, provided the foregoing does not prohibit Customer from billing and collecting standard room charges;
- (d) using any Netflix trademarks, service marks or other Netflix intellectual property, or any marketing materials related to Netflix without Netflix's express written consent, except to the extent such are incorporated in the Netflix Services;
- (e) collecting data, in any manner whatsoever, about Customer Guest's usage related to the Netflix Services; or
- (f) disclosing or making available any usage data specific to the Netflix Services provided to Customer to any third party or the public generally.

26.5 CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ISSUES RELATED TO THE NETFLIX SERVICE. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, (SUB)CONTRACTORS, ATTORNEYS AND LICENSORS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES) THAT COMCAST AND/OR ITS ASSOCIATED PARTIES MAY INCUR, INCLUDING ANY SUCH LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND/OR EXPENSES COMCAST

AND/OR ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, (SUB)CONTRACTORS, ATTORNEYS AND LICENSORS MAY INCUR IN AN ACTION BROUGHT BY OR ON BEHALF OF A THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, ANY CUSTOMER GUEST), ARISING OUT OF, OR RELATING TO, (I) CUSTOMER'S USE OF THE NETFLIX SERVICE AND/OR (II) CUSTOMER'S BREACH OF THIS ARTICLE 26.

ARTICLE 27. ADDITIONAL TERMS APPLICABLE TO SECURITYEDGE SERVICES

In addition to Articles 1 THROUGH 13 above, the following Article 27 is applicable to SecurityEdge Services:

27.1 The SecurityEdge Service is an Internet security solution designed to prevent Customer's devices that are connected to the Internet through a Comcast-issued Internet modem (a "Connected Device") from accessing (a) malicious Internet domains, or (b) certain website categories or specific Internet domains that Customer has blocked its users from accessing (together with (a), "Blocked Traffic"), by redirecting such Connected Devices to a block page. For clarity, SecurityEdge will not prevent a Connected Device from accessing Blocked Traffic if such Connected Device is connected to the Internet via a public Wi-Fi network, including one provided by Comcast (e.g., Xfinity WiFi). SecurityEdge may not prevent a Connected Device from accessing Blocked Traffic if such Connected Device is (i) connected via direct IP-to-IP communication (e.g., virtual private network technology) or (ii) connected via non-Comcast domain name system server(s). In addition, certain features of the SecurityEdge Service, such as customized web filtering, will not be available if any device is connected to the Internet via Comcast Business Connection Pro or Comcast Business Wireless Connect.

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

27.3 The SecurityEdge Service works only with the Internet modem issued by Comcast for use with the SecurityEdge Service (the "SecurityEdge Modem"). The SecurityEdge Modem constitutes Comcast Equipment under this Agreement. Customer acknowledges and agrees that the SecurityEdge Service will not function with any Internet modem other than the SecurityEdge Modem and as such, SecurityEdge will not function if Customer uses Customer-Provided Equipment in lieu of the SecurityEdge Modem. Comcast shall not be liable for any damages whatsoever for any failure of the SecurityEdge Service in the event Customer

replaces the SecurityEdge Modem with any other equipment.

27.4 Customer acknowledges and agrees that Customer's non-Comcast applications and services that use TCP/UDP port-53 (i) may not be compatible with the SecurityEdge Service, which may result in such non-Comcast applications and services not functioning properly, and (ii) may affect certain Comcast Services (including Business Internet). Comcast shall not be liable for any performance issues (including, without limitation, with respect to Comcast Services) related to Customer's use of such non-Comcast applications and services.

In addition to Articles 1 THROUGH 13 above and the "Additional Terms Applicable to SecurityEdge Services" in Articles 27.1-27.4 (the "SecurityEdge Terms"), the following terms apply to the SecurityEdge Extended Coverage Service (the "Extended Coverage Terms") and take precedence to the extent of a conflict with the SecurityEdge Terms:

27.5 The SecurityEdge Extended Coverage Service ("Extended Coverage Service") is an optional feature of the SecurityEdge Service that extends the SecurityEdge Service to devices: (a) that are connected to the Internet by means other than through a Comcast-issued Internet modem; (b) that have properly installed one of the supported operating systems (and version thereof) described in Section 27.9; and (c) on which the then-current version of the Comcast Business SecurityEdge application (the "SecurityEdge Application") has been downloaded, and properly installed, activated, and enabled (as described by Comcast) (each, a "Remote Device" and collectively, the "Remote Devices"). The Extended Coverage Service prevents Remote Devices from accessing Blocked Traffic by redirecting such Remote Devices to a block page. The Extended Coverage Service will support up to 100 Remote Devices per Customer account at any given time. This device limitation is subject to change upon notice to Customer (email accepted). Customer must maintain the SecurityEdge Service in order to receive the SecurityEdge Extended Coverage Service. The web filtering policies established for the SecurityEdge Service will be applied to the SecurityEdge Extended Coverage Service.

27.6 Customer acknowledges that it, and not Comcast, is responsible for: (a) registering Remote Devices for the Extended Coverage Service by creating a "deep link" via the SecurityEdge portal and sending such deep link, which will be valid only for a limited period of time, to selected end users. End users must then download, install, activate, and enable the SecurityEdge Application on their Remote Device(s); and (b) revoking registered Remote Device(s) access to the Extended Coverage Service via the SecurityEdge portal, as required. Without limiting the foregoing, Customer shall ensure that it provides such end users with all notices and disclosures, and obtains from such end users all consents, relating to Customer and the Extended Coverage Service monitoring all Internet traffic from Remote Devices.

27.7 The Extended Coverage Service will not function (and Remote Device(s) will not be protected) in the event any of the

following occurs: (i) the SecurityEdge Application is not downloaded, properly installed, activated, and enabled; (ii) the SecurityEdge Application is disabled or uninstalled or Customer revokes access to Remote Device(s) in the SecurityEdge portal; (iii) a Remote Device is using a VPN profile other than the SecurityEdge profile; (iv) a Remote Device is using a connection to an IP address that has not been resolved through Domain Name System (“DNS”) (e.g., direct IP-to-IP communication); (v) a Remote Device is using DNS over Hypertext Transfer Protocol Secure (HTTPS) or DNS over Transport Layer Security (TLS) to establish connections to applications/services; or (vi) a Remote Device has no connection to the Internet.

27.8 The SecurityEdge Application installs a Virtual Private Network (“VPN”) profile on the Remote Device(s). **While the SecurityEdge Application is enabled, the Comcast Business SecurityEdge VPN profile disables all other VPN profiles present on the Remote Device(s).** In addition, DNS traffic on the Remote Device may be filtered or monitored when the SecurityEdge Application VPN is enabled.

27.9 Customer acknowledges that the SecurityEdge Application supports only the following operating systems: MS Windows, Google Android OS, Google Chrome OS, Apple iOS, and Apple MacOS. Use of the application may periodically require that end users update and/or change the operating systems software to meet minimum application requirements.

27.10 Indemnification. In addition to the general indemnification obligations set forth herein, Customer shall indemnify, defend and hold harmless Comcast and its Affiliates and its and their respective directors, officers, employees, agents, partners, suppliers, (sub)contractors, attorneys and licensors from and against any and all Claims (i) asserted against Comcast by or on behalf of any end user of the Extended Coverage Service; or (ii) arising out of the use of the Extended Coverage Service.

ARTICLE 28. ADDITIONAL TERMS APPLICABLE TO CONNECTION PRO

In addition to Articles 1 THROUGH 14, the following Article 28 is applicable to Connection Pro and Wireless Connect Services:

28.1 Connection Pro and Wireless Connect Service. In order to receive Connection Pro or Wireless Connect Service (together, for purposes of this Article 28.1 the “Service”) at a Service Location, Customer must have Comcast’s Business Internet Service at such Service Location. Connection Pro Service is intended solely to provide automatic Internet back up via 4G LTE, Wi-Fi or any other method of Internet connectivity determined by Comcast, in its sole discretion. The Service may only be used at the Service Location(s) for which Customer has ordered the Service(s) in the event Customer’s Business Internet Service at such Service Location(s) is unavailable. Customer acknowledges and agrees that, without limitation to any other provision in this Agreement, the Service is not intended to be, and may not be used (i) as the primary Internet Service at a Service Location(s) or (ii) at any location other than the Service

Location(s) for which the Service was ordered, and Customer shall not move, rearrange, disconnect, remove, transport or use the Comcast Equipment (or any component thereof) provided in connection with the Service at any location other than such Service Location(s). Customer agrees to keep the Comcast Equipment plugged into a working electrical power outlet at all times. In the event that Customer unplugs the Comcast Equipment or loses power, Customer acknowledges and understands that the Service will function only for as long as the external UPS or internal batteries allow.

28.2 Wireless Connect Service. In addition to the terms set forth in Section 28.1, this Section 28.2 also applies to Wireless Connect Service. The Comcast Equipment used to provide Wireless Connect Service is equipped with dual SIM functionality. When the Service is in use, one SIM (“Primary SIM”) may remain active and in continuous use and the second SIM (“Secondary SIM”) will remain inactive or dormant, except during scheduled evaluation periods. By using Wireless Connect Service, Customer agrees that Comcast may periodically activate the Secondary SIM either for network evaluation purposes or to provide the Service. The switching and use of active SIMs is subject to the terms of service of the applicable mobile carrier and may be limited by contractual or technical constraints outside of Comcast’s control. Customer may not manually select or prioritize use of one SIM, or other type of connectivity offered with the Service, (e.g. WiFi) over another, or use either SIM for any purpose not in accordance with this Article 28.

ARTICLE 29. ADDITIONAL TERMS APPLICABLE TO REMOTE WORKER SERVICES

In addition to Articles 1 THROUGH 13 above, the following Article 29 is applicable to Remote Worker Services:

29.1 “Remote Worker(s)” means Customer’s employee(s) that are receiving Comcast Services at such employee’s residential address.

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

29.3 Upon termination of a Service, Customer shall be responsible for the return of all applicable Comcast Equipment located at a Remote Worker Service Location. Until such time as

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

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

29.5 Customer acknowledges and agrees that it is responsible for (i) all use of the Services by its Remote Workers, including, but not limited to, compliance with the Terms and Conditions and security, use and privacy policies and (ii) all charges associated with Services provided to Remote Workers, whether or not such charges were authorized by Customer. Any breach or violation of this Agreement by a Remote Worker shall constitute a breach or violation of this Agreement by Customer. This Agreement does not expressly or implicitly provide any Remote Worker with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

29.6 Customer shall prohibit any Remote Worker from making any claims directly against Comcast related to the Services and, instead, any claims related to the Services must be made by Customer directly, on behalf of its Remote Worker, pursuant to the terms of this Agreement. Customer shall indemnify, defend, and hold harmless Comcast and its Affiliates and its and their respective directors, officers, employees, agents, partners, suppliers, (sub)contractors, attorneys and licensors from any and all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) resulting from any claims brought by any Remote Worker directly against Comcast related to the Services provided under this Agreement.

29.7 Customer shall inform each Remote Worker receiving a Comcast Voice Service of the 911 limitations specified in the applicable Service Order (the "911 Limitations"). Customer shall indemnify, defend, and hold harmless Comcast and its Affiliates and its and their respective directors, officers, employees, agents, partners, suppliers, (sub)contractors, attorneys and licensors from any and all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) resulting from any claims arising from (i) Customer's failure to notify a Remote Worker of the 911 Limitations or (ii) any inaccuracies or omissions in how Customer conveyed the 911 Limitations to a Remote Worker.

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

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

ADDITIONAL TERMS APPLICABLE TO TEMPORARY CONNECTION SERVICE

In addition to Articles 1 THROUGH 10, and Articles 12-15, the following Article 30 is specifically applicable to Temporary Connection Service.

30.1 In order to receive Temporary Connection Service at a Service Location, Customer must have entered into a Service Order for Comcast Internet Services and be awaiting completion of construction and commencement of such Internet Services at the applicable Service Location(s). Customer acknowledges and agrees that, without limitation to any other provision in this Agreement, the Temporary Connection Service may not be used at any location other than the Service Location(s) and Customer shall not move, rearrange, disconnect, remove, transport or use the Comcast Equipment provided in connection with Temporary Connection at any other location other than such Service Location(s).

30.2 Comcast will ship the Temporary Connection Equipment to the Customer's Service Location. Notwithstanding anything to the contrary in the Agreement, Customer will be responsible for installing the Temporary Connection Equipment at the Service Location in accordance with any documentation provided or made available by Comcast. In no event shall a Comcast technician be dispatched to a Service Location in connection with installing, servicing, or repairing the Temporary Connection Equipment. Temporary Connection is an interim solution provided on a temporary basis until the Service Commencement Date for the Internet Service for which Customer is awaiting construction is complete. Comcast shall have the right to terminate Temporary Connection for any failure or refusal on the part of the Customer to be ready to receive the Internet Service.

30.3 Notwithstanding anything to the contrary in the Agreement, Comcast shall have the right to define the performance parameters and other components of the Temporary Connection Service, such as speed, service quality, number of end users supported, customer care and support levels, security features and other service features. Customer's usage shall not exceed what Comcast deems to be reasonable. Customer shall not restrict, inhibit, compromise, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Temporary Connection 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 Temporary Connection Service.

ARTICLE 31. ADDITIONAL TERMS APPLICABLE TO DEDICATED INTERNET

In addition to Articles 1 THROUGH 13, additional terms applicable to Dedicated Internet are set forth in the Dedicated Internet PSA, which can be found at: <https://business.comcast.com/terms-conditions-smb>.

ARTICLE 32. ADDITIONAL TERMS APPLICABLE TO MANAGED ROUTER

In addition to Articles 1 THROUGH 13, additional terms applicable to Managed Router are set forth in the Managed Router PSA, which can be found at: <https://business.comcast.com/terms-conditions-smb>.