



*Melissa M. Blanco*  
Direct Dial: (215) 665-3097  
Melissa.Blanco@obermayer.com

200 Locust Street, Suite 400  
Harrisburg, PA 17101  
(t) (717) 234-9730  
(f) (717) 236-2485  
www.obermayer.com

December 17, 2025

**VIA ELECTRONIC FILING**

Matthew Homsher, Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17105

**RE: Robert Goeke v. Comcast Business Communications LLC  
Docket No. C-2025-3055046  
COMCAST'S REPLY IN FURTHER SUPPORT OF ITS MOTION TO  
DISMISS FORMAL COMPLAINT FOR LACK OF JURISDICTION AND  
OBJECTION TO NOTIFICATION OF OFFICIAL NOTICE**

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Dear Secretary Homsher:

This firm represents the respondent designated by the Pennsylvania Public Utility Commission, Comcast Business Communications LLC ("Comcast"), in the above-captioned matter.

We are enclosing Comcast's Reply in Further Support of its Motion to Dismiss Formal Complaint for Lack of Jurisdiction and Objection to Notification of Official Notice dated December 3, 2025. Copies of this Motion are being served upon all parties of record via e-mail.

If you require additional information regarding this filing, we are available at the Commission's convenience.

Respectfully,

MELISSA M. BLANCO

*Enclosures*

cc: Mathieu J. Shapiro, Esquire (via e-mail)  
Robert Goeke (via e-mail and First Class Mail)



*Melissa M. Blanco*  
215-665-3097  
Melissa.Blanco@obermayer.com

Centre Square West  
1500 Market Street, Suite 3400  
Philadelphia, PA 19102  
P: 215-665-3000  
F: 215-665-3165  
www.obermayer.com

December 17, 2025

**VIA EMAIL (jcoogan@pa.gov) AND E-FILING**

Administrative Law Judge John M. Coogan  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

**RE: Robert Goeke v. Comcast Business Communications LLC  
Docket No. C-2025-3055046  
COMCAST'S REPLY IN FURTHER SUPPORT OF ITS MOTION TO  
DISMISS FORMAL COMPLAINT FOR LACK OF JURISDICTION AND  
OBJECTION TO NOTIFICATION OF OFFICIAL NOTICE**

Dear Administrative Law Judge Coogan:

This firm represents the respondent designated by the Pennsylvania Public Utility Commission, Comcast Business Communications LLC ("Comcast"), in the above-captioned matter.

We enclosing Comcast's Reply in Further Support of its Motion to Dismiss Formal Complaint for Lack of Jurisdiction and Objection to Notification of Official Notice dated December 3, 2025. Copies of this Motion are being served upon all parties of record via e-mail.

Should the Commission have any questions regarding this filing, we are available at its convenience.

Respectfully,

MELISSA M. BLANCO

*Enclosures*

cc: Mathieu J. Shapiro, Esquire (via e-mail)  
Robert Goeke (via email and First Class Mail)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>ROBERT GOEKE,</b>	:	
	:	
<b>Complainant,</b>	:	
	:	
v.	:	<b>Docket No. C-2025-3055046</b>
	:	
<b>COMCAST BUSINESS</b>	:	
<b>COMMUNICATIONS, LLC,</b>	:	
	:	
<b>Respondent.</b>	:	
	:	

**COMCAST’S REPLY IN FURTHER SUPPORT OF ITS  
MOTION TO DISMISS FORMAL COMPLAINT FOR LACK OF JURISDICTION AND  
OBJECTION TO NOTIFICATION OF OFFICIAL NOTICE**

Neither Mr. Goeke’s response nor Administrative Law Judge John M. Coogan’s Notification to the Parties of Official Notice (the “Notice”) to take judicial notice of various facts alters the dispositive truth: the services Mr. Goeke received—regardless of which entity provided them—were VoIP services, and the Commission lacks jurisdiction. Comcast respectfully requests that the Commission grant its Motion, dismiss Mr. Goeke’s Formal Complaint in its entirety, and avoid taking judicial notice of facts that serve only to complicate—rather than resolve—a consumer complaint that Comcast has already addressed with the customer directly.<sup>1</sup>

**I. Response to Mr. Goeke’s Opposition to Comcast’s Motion to Dismiss**

**A. Mr. Goeke Received Comcast’s Motion to Dismiss.**

After noting a minor mailing error, Mr. Goeke’s claims he did not receive Comcast’s Motion and therefore could not “rightfully and fully address” it. (Goeke Resp. at 1.)

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<sup>1</sup> Mr. Goeke’s account has been fully credited, and Comcast has made repeated efforts to address any putative additional concerns raised by Mr. Goeke. Mr. Goeke however has refused repeated overtures to negotiate and has refused to respond substantively to multiple settlement offers. Comcast believes such intransigence runs counter to the Commission’s policy of encouraging settlement.

Not so. Comcast emailed Mr. Goeke a copy of its Motion to Dismiss on the same day it filed the Motion with the Commission—a fact Mr. Goeke confirmed at the October 22 hearing. When asked whether he received a copy of Comcast’s Motion, Mr. Goeke responded, “Yes, Your Honor. I received an email with that motion. Yes.” (Ex. 2 at 103:11–12.)

Thus, Mr. Goeke’s claim that he lacked a copy of the Motion and could not address Comcast’s arguments is incorrect.

**B. Mr. Goeke’s Response Does Not Address the VoIP Statute.**

The Commission’s jurisdictional limits under the VoIP Freedom Act remain clear and unchanged. The services about which Mr. Goeke complains are VoIP services, and therefore outside the Commission’s jurisdiction. *See infra* Section I.C; *see also* 73 P.S. §§ 2251.2, 2251.4 (prohibiting any “department, agency, commission or political subdivision of the Commonwealth [from] enact[ing] or enforc[ing], either directly or indirectly, any law, rule, regulation, standard, order or other provision having the force or effect of law that regulates, or has the effect of regulating, the rates, terms and conditions of VoIP service or IP-enabled service”).

The testimony at the October 22 hearing was clear and unambiguous: “Mr. Goeke had Comcast Business Voice, which consist[s] of a VoIP service, Voice-over-Internet Protocol.” (Ex. 2 at 126:12–13.)

At the October 22 hearing, ALJ Coogan allowed Mr. Goeke “until November 10th to file a written response to [Comcast’s] [M]otion.” (Ex. 2 at 174:12–13.) Mr. Goeke filed his response on October 30, stating that he is “opposing the motion.” (Goeke’s Resp. at 1.) Yet Mr. Goeke’s response to the specific question at issue—whether the issues in his Formal Complaint are non-jurisdictional—Mr. Goeke advances only two points: (1) that his service involved a landline and

(2) that his case is “unique” and, for that reason, should fall within one of the VoIP exceptions. (Goeke’s Resp. at 2.)

Neither point changes the jurisdictional analysis under 73 P.S. § 2251.6 nor suggests Mr. Goeke received non-VoIP services. First, as ALJ Coogan observed, the fact that Mr. Goeke had a Comcast landline is not dispositive of whether he was a VoIP customer. (Ex. 2 at 122:19–24.) Indeed, Comcast’s witness explained that, landline or not, “the Comcast Business services is VoIP.” (Ex. 2 at 130:10–12.)

Second, while Comcast does not agree that Mr. Goeke’s case is “unique,” it would not matter if it were: uniqueness does not confer jurisdiction. The VoIP Freedom Act permits Commission authority over VoIP services only in limited circumstances—none of which include equitable considerations.

In short, the VoIP Freedom Act unambiguously deprives the Commission of jurisdiction over the services at issue—regardless of what entity delivered the service. Comcast’s Motion should be granted.

**C. None of the VoIP Exceptions Apply.**

The VoIP Freedom Act broadly prohibits Commonwealth entities from regulating VoIP, either directly or indirectly. *See generally* 73 P.S. § 2251.4. It includes five narrow exceptions under Section 2251.4(1)(i)–(v), and one additional exception under Section 2251.4(2). *See generally* 73 P.S. § 2251.4. None apply here:

- Section 2251.4(1)(i) preserves Commission authority over enhanced 911 service and associated fees. Mr. Goeke’s complaint does not concern 911 service or 911 fee collection.
- Section 2251.4(1)(ii) addresses telecommunications relay service (“TRS”) fees. Mr. Goeke’s complaint does not involve TRS fees or obligations.

- Section 2251.4(1)(iii) pertains to universal service fund (“USF”) fees. Mr. Goeke’s complaint does not involve USF or remittance of such fees.
- Section 2251.4(1)(iv) concerns intercarrier compensation for interexchange services provided by local exchange carriers. This exception applies to disputes between carriers—not retail customers like Mr. Goeke.
- Section 2251.4(1)(v) applies to protected services provided under Commission-approved tariffs. Comcast’s VoIP services are not provided pursuant to a tariff.
- Section 2251.4(2) relates to cable franchise agreements under federal law. Mr. Goeke’s complaint does not involve any franchise agreement.

In short, Mr. Goeke’s complaint seeks regulation of the rates, terms, and conditions of his VoIP services—the very type of regulation the VoIP Freedom Act prohibits the Commission from undertaking.

**D. Mr. Goeke Is Not Without Recourse—But It Lies with the Attorney General, Not the Commission.**

While the Commission lacks jurisdiction over VoIP services, Mr. Goeke is not without recourse. The VoIP Freedom Act expressly states that “[n]othing in this act shall be construed to affect the Office of Attorney General’s application or enforcement of laws or regulations that apply generally to consumer protection or unfair or deceptive trade practices.” 73 P.S. § 2251.5. Thus, Mr. Goeke’s claims here, to the extent they involve consumer protections, must be directed to the Attorney General—not the Commission.

**E. The Extra-Record Facts in Mr. Goeke’s Opposition Are Improper.**

In his response, Mr. Goeke attempts to add facts to the record, including new photos and invoices not introduced into evidence at either hearing. Comcast does not agree with those new facts and will not endeavor here to respond substantively, as they are irrelevant to the jurisdictional question at issue. But, in an abundance of caution, Comcast notes that Mr. Goeke’s reliance on new evidence is procedurally inappropriate at this juncture, as the record in this case closed

following the second hearing. The Code is clear that, “[o]nce the record is closed, no additional evidence may be introduced or relied upon by a participant unless allowed for good cause shown by the Commission or presiding officer.” 52 Pa. Code § 5.431. Mr. Goeke had ample opportunity during the two hearings to introduce the evidence on which he now seeks to rely. He did not. He cannot now attempt to supplement the record with that information. To the extent the Commission chooses to accept any such late evidence, Comcast reserves its right to respond substantively.

**II. Objections to the the ALJ’s Notice and Comcast’s Proffer of Additional—Relevant—Facts**

On December 3, 2025, ALJ Coogan notified the parties of its intent to take judicial notice of facts not appearing in the record, consistent with Section 5.408(c) of the Public Utility Code. (Ex. 3 (citing 52 Pa. Code § 5.408(c) (the “Notice”).) The Notice instructed that “[i]f any party objects to the notice or wants alternative facts to be noticed, the party must file its position with the Commission . . . by December 17, 2025.” (Ex. 3 at 3.)

Consistent with this directive, Comcast objects to the Notice and proffers additional facts for judicial notice. Comcast attaches the Affidavit of John Conwell, which clarifies why the facts proposed in the Notice do not affect the Commission’s lack of jurisdiction in this matter.

**A. Additional Facts for Judicial Notice**

If the Commission chooses to take judicial notice of the facts outlined in the Notice, Comcast requests that the Commission take judicial notice of the following facts, which Comcast requested, at the second hearing, the opportunity to present:

Comcast Corporation is a global telecommunications and media company that, broadly speaking, provides services to customers under various brand names, including “Xfinity” and “Comcast Business”—but these names are marketing brands, not legal entities. (Ex. 1 ¶¶ 1–3.)

The actual provision of services is accomplished through subsidiaries of Comcast Corporation, including, as necessary, state-specific operating entities. (Ex. 1 ¶ 4.)

When consumers file a formal complaint with the Commission regarding Comcast services, the Commission itself assigns a “respondent” entity from among Comcast’s subsidiaries. (Ex. 1 ¶ 5.) To illustrate, the Commission has named the following Comcast entities—at random—in recent consumer-filed formal complaints:

- Docket No. C-2024-3045184: Comcast Business Communications, LLC
- Docket No. C-2024-3049217: Comcast Phone of Pennsylvania LLC
- Docket No. C-2025-3055333: Comcast Business Communications, LLC
- Docket No. C-2025-3056235: Comcast Phone of Pennsylvania LLC
- Docket No. C-2025-3058556: Comcast Phone of Penna LLC
- Docket No. C-2025-3052829: Comcast Phone of Pennsylvania, LLC

Comcast Corporation is not consulted regarding the correct legal entity to be named as a respondent. (Ex. 1 ¶ 6.) Consequently, the Commission frequently assigns complaints to incorrect Comcast entities and sends notices to incorrect addresses. As one example only, and as ALJ Coogan noted at the second hearing, a similar issue presented itself in a 2015 case, where the Commission named Comcast Phone of Pennsylvania, LLC as a respondent, even though the Formal Complaint—like the Formal Complaint—here involved services provided by Comcast IP Phone, LLC. (Ex. 2 at 118:11–22 (referencing Docket No. C-2015-2465416).)

That said, Comcast’s primary goal in responding to a consumer complaint before the Commission is to resolve the issues promptly and ensure customers are heard and helped. (Ex. 1 ¶ 8.) For this reason, Comcast does not typically object to the specific legal entity named as the respondent in a complaint, even when the entity identified by the Commission is not the actual service provider and even when the services complained of are VoIP and non-jurisdictional. Comcast’s focus is on addressing the substance of the customer’s concerns rather than engaging in procedural disputes over corporate naming. (Ex. 1 ¶ 9.) Similarly, although Comcast reserves

its jurisdictional defenses, Comcast rarely files motions to dismiss complaints for lack of jurisdiction at the outset of a proceeding, even when there are jurisdictional defenses available. Comcast prefers initially to participate in the formal complaint process to ensure that customers receive a substantive response and that their concerns are addressed directly so that the matter may be settled amicably. (Ex. 1 ¶ 10.)

Here, Mr. Goeke’s complaint references “Comcast Business,” “Comcast,” and “Xfinity”—none of which are actual legal entities capable of providing service or being sued. But the Commission—not Mr. Goeke or Comcast—designated Comcast Business Communications LLC as the respondent, for reasons unknown to Comcast Corporation. (Ex. 1 ¶¶ 11–12.)

Consistent with its broader philosophy—resolving customer complaints efficiently over litigating technicalities about corporate structure—Comcast prioritized responding to the complaint and attempting to resolve the underlying issues. (Ex. 1 ¶ 13.) As the proceeding has developed, however, the ALJ has raised questions about that corporate structure. (Ex. 1 ¶ 14.) The confusion created by referencing multiple entities now risks complicating the record.

Here, Mr. Goeke contracted for services through a Comcast Business Service Order Agreement, which states that “Comcast Cable Communications Management, LLC and its operating affiliates (‘Comcast’) will provide the Services” requested. (Ex. 1 ¶ 15.) The Comcast Business Services Customer Terms and Conditions accepted by Mr. Goeke define “Comcast” as the “operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services.” (Ex. 1 ¶ 16.) The “operating affiliate” that actually provided service to Mr. Goeke was Comcast IP Phone, LLC. (Ex. 1 ¶ 17.) And as stated in the Notice, “Comcast IP Phone, LLC has not been and is not regulated by the Commission.” (Ex. 3 ¶ 11.) Comcast Business

Communications, LLC neither contracted with nor provided any service to Mr. Goeke or his business. (Ex. 1 ¶ 18.)

In short, Comcast objects to ALJ Coogan’s Notice and the facts proposed for judicial notice. But if the Commission chooses to notice those facts, Comcast respectfully requests that the Commission likewise take judicial notice of the facts set forth in the attached Affidavit.

**B. Substantive Objections: Irrelevance of Noticed Facts**

Separately, Comcast objects to the facts on which the Commission proposes to take judicial notice because they are irrelevant in light of the record.<sup>2</sup>

The central question posed by Comcast’s Motion to Dismiss for Lack of Subject Matter Jurisdiction is whether the services at issue were VoIP. The record establishes that they unequivocally were. Comcast’s Senior Director in Customer Experience, Strategy, and Operations, Colin Padgett, testified that “Mr. Goeke had Comcast Business Voice, which consist of a VoIP service, Voice-over-Internet Protocol.” (Ex. 2 at 126:12–16.) When asked whether the services about which Mr. Goeke was complaining were VoIP, Mr. Padgett stated, “Yes. Certainly, the Comcast Business services is VoIP.” (Ex. 2 at 130:10–12.) No one has testified to the contrary.

The Notice refers to Comcast Business Communications, LLC, Comcast IP Phone, LLC, and Comcast Phone of Pennsylvania, LLC, but the record contains no evidence as to what role, if any, these entities played in providing services to Mr. Goeke. But even if the record did refer to those entities, the facts would remain irrelevant. The VoIP Freedom Act does not ask which entity provided the services; it asks whether the services provided were VoIP. Here, they unequivocally

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<sup>2</sup> While Comcast does not attempt in this response to address its due process objections, Comcast expressly preserves all arguments relating to the fairness of these proceedings, including but not limited to the denial of reasonable time to respond, the repeated introduction of new issues and remedies without notice, and the resulting lack of clarity and opportunity to be heard.

were. Based on the record as it exists, Mr. Goeke's Formal Complaint must be dismissed for lack of jurisdiction.

**III. Comcast's Motion Should Be Granted.**

The VoIP Freedom Act is unambiguous: the Commission lacks jurisdiction over VoIP services. While the Act delineates narrow exceptions, none apply here. Accordingly, Comcast respectfully requests that the Commission grant its Motion to Dismiss for Lack of Jurisdiction and dismiss Mr. Goeke's Formal Complaint in its entirety.

Respectfully submitted,

/s/ Melissa M. Blanco

Mathieu J. Shapiro (Pa. I.D. 76266)

Melissa M. Blanco (Pa. I.D. 327659)

OBERMAYER REBMANN

MAXWELL & HIPPEL LLP

200 Locust Street, Suite 400

Harrisburg, PA 17101

Tel: (717) 234-9730

Fax: (717) 236-2485

mathieu.shapiro@obermayer.com

melissa.blanco@obermayer.com

Dated: December 17, 2025

*Counsel for Comcast Business Communications LLC*

# **EXHIBIT 1**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>ROBERT GOEKE,</b>	:	
	:	
<b>Complainant,</b>	:	
	:	
<b>v.</b>	:	<b>Docket No. C-2025-3055046</b>
	:	
<b>COMCAST BUSINESS</b>	:	
<b>COMMUNICATIONS, LLC,</b>	:	
	:	
<b>Respondent.</b>	:	
	:	

**AFFIDAVIT OF JOHN CONWELL**

I, John Conwell, being duly sworn according to law, do hereby affirm, swear, and state upon my oath, as follows:

1. I am Director 2 – Government and Regulatory Affairs with the global telecommunications and media company, Comcast Corporation.

2. I am familiar with the overall structure of Comcast Corporation, as well as Comcast Corporation’s interactions with the Pennsylvania Public Utility Commission (the “Commission”), including the handling of consumer complaints.

3. Broadly speaking, Comcast Corporation provides services to customers under various brand names, including “Xfinity” and “Comcast Business”—but these names are marketing brands, not legal entities.

4. The actual provision of services is accomplished through subsidiaries of Comcast Corporation, including, as necessary, state-specific operating entities.

5. When consumers file a formal complaint with the Commission regarding Comcast services, the Commission itself assigns a “respondent” entity from among Comcast’s subsidiaries.

To illustrate, the Commission has named the following Comcast entities—at random—in recent consumer-filed formal complaints:

- Docket No. C-2024-3045184: Comcast Business Communications, LLC
- Docket No. C-2024-3049217: Comcast Phone of Pennsylvania LLC
- Docket No. C-2025-3055333: Comcast Business Communications, LLC
- Docket No. C-2025-3056235: Comcast Phone of Pennsylvania LLC
- Docket No. C-2025-3058556: Comcast Phone of Penna LLC
- Docket No. C-2025-3052829: Comcast Phone of Pennsylvania, LLC

6. Comcast Corporation is not consulted regarding the correct legal entity to be named as a respondent.

7. As a result, the Commission frequently assigns complaints to incorrect Comcast entities and sends notices to incorrect addresses. Despite repeated efforts by Comcast and its counsel, these errors have not been corrected by the Commission.

8. That said, Comcast’s primary goal in responding to consumer complaints before the Commission is to resolve issues promptly and ensure customers feel heard and helped.

9. For this reason, Comcast does not typically object to the specific legal entity named as the respondent in a complaint, even when the entity identified by the Commission is not the actual service provider. Comcast’s focus is on addressing the substance of the customer’s concerns rather than engaging in procedural disputes over corporate naming.

10. Similarly, although Comcast reserves its jurisdictional defenses, Comcast rarely files motions to dismiss complaints for lack of jurisdiction at the outset of a proceeding, even when there are jurisdictional defenses available. Comcast prefers initially to participate in the formal complaint process to ensure that customers receive a substantive response and that their concerns are addressed directly so that the matter may be settled amicably.

11. Here, Mr. Goeke’s complaint references “Comcast Business,” “Comcast,” and “Xfinity”—none of which are actual legal entities capable of providing service or being sued.

12. For reasons unknown to Comcast Corporation, the Commission named as the respondent to Mr. Goeke’s complaint “Comcast Business Communications, LLC.”

13. Consistent with its broader philosophy—resolving customer complaints efficiently over litigating technicalities about corporate structure—Comcast prioritized responding to the complaint and attempting to resolve the underlying service issues.

14. As the proceeding has developed, however, the distinction between entities appears to have become material—particularly in light of Administrative Law Judge Coogan’s notice of intention to take judicial notice of facts relating to various Comcast entities. The confusion created by referencing multiple entities now risks misattributing responsibility and complicating the record.

15. In this case, Mr. Goeke contracted for services through a Comcast Business Service Order Agreement, which states that “Comcast Cable Communications Management, LLC and its operating affiliates (‘Comcast’) will provide the Services” requested. (Ex. A at 2 ¶ 1.)

16. The Comcast Business Services Customer Terms and Conditions accepted by Mr. Goeke define “Comcast” as the “operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services.” (Ex. A at 2 ¶ 1 (incorporating the Terms and Conditions by reference); Ex. B at 1 (defining “Comcast”).)

17. The entity that actually provided the VoIP service to Mr. Goeke—the services about which he complains here—was Comcast IP Phone, LLC.


18. Comcast Business Communications, LLC never provided any service to Mr. Goeke nor to his business.

19. The use of “Comcast Business” or “Comcast” in correspondence or complaints does not change the identity of the actual service provider.

I declare under penalty of perjury under the law of the Commonwealth of Pennsylvania  
that the foregoing is true and correct.

Signed on the 16<sup>th</sup> day of Dec, 2025,  
at Riva,  
Maryland.

Name: JOHN CONWELL

Signature:  \_\_\_\_\_

# **EXHIBIT A**



## COMCAST BUSINESS SERVICE ORDER

**Company Name:** Goeke Trees Service **Order #** 34518145

**Service Location:** 881 MILTON GROVE RD **Billing Location:** 881 MILTON GROVE ROAD

Address 1 881 MILTON GROVE RD Address 1 881 MILTON GROVE ROAD

Address 2 \_\_\_\_\_ Address 2 \_\_\_\_\_

City MOUNT JOY City Mount Joy

State PA State PA

Zip 17552 Zip 17552

Primary Contact Name Robert Goeke Billing Contact Name Robert Goeke

Primary Contact Phone (717) 653-9668 Billing Contact Phone (717) 653-9668

Primary Contact Email geck45@hotmail.com Billing Contact Email geck45@hotmail.com

**Service Term** 24 Months **Tax Exempt** No

**Package Code:** LTDCCompEdge\$89BISStd\_MOB\_SE\_Pkg\_2yr **Promo Code:** NEDStndInstallWaiver\_WVI

**Package & Promotion Details**

Data, SecurityEdge, Voice Package for discounted rate of \$89.99 for months 1-12, increasing to \$104.99 for months 13-24, increasing to then regular rate in month 25. Package includes Business Internet Standard (download speed up to 100 Mbps), 1 Mobility Line, and SecurityEdge. 2 year term agreement required. Additional services may be added to qualifying bundles: Connection Pro at \$20/mo., Basic Voice Lines \$15 each/mo., Two or more Mobility Lines \$20 each/mo. After 24 months, monthly service charge increases to regular rate for each additional service. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher. Discount applied to Comcast Business Internet bill for 24 months with activation of one Comcast Business Mobile line within 90 days of Internet service installation. After 24 months, or if any of the package services or mobile service are cancelled or downgraded, the \$20.00 discount will be removed. Limit one discount per account regardless of number of lines activated. Comcast Business Internet must be installed by 6/21/2023 in order to qualify for \$20 Comcast Business Mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Promotion Code NEDStndInstallWaiver\_WVI - Standard Installation Waived when purchasing Business internet Standard or higher. Minimum 1 year term agreement required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

DS  
RG

*Customer Initials*

Package	Services Included	Qty	Package Monthly Service Charge <sup>1</sup>	Package Non-Recurring Charge <sup>2</sup>
Data, SecurityEdge, Voice Package	Business Internet Standard (download speeds up to 100 Mbps)	1		
	SecurityEdge	1	\$ 89.99	\$ 0.00
	Mobility Lines	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge <sup>1</sup>	Additional Non-Recurring Charge <sup>2</sup>
<b>Equipment Fee</b>			
Package Equipment Fee	1	\$ 19.95	
<b>Business Voice</b>			
Voicemail	1	\$ 5.00	



## COMCAST BUSINESS SERVICE ORDER

Company Name: Goeke Trees Service Order # 34518145

Additional Fees		
Standard Installation Fee / Change of Service Fee	1	\$ 0.00
<b>Total Additional Charge</b>	<b>\$ 24.95</b>	<b>\$ 0.00</b>

	Monthly Service Charge <sup>1</sup>	Non-Recurring Charge <sup>2</sup>
<b>Total Charge for Service Order</b>	<b>\$ 114.94</b>	<b>\$ 0.00</b>

<sup>1</sup> Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

<sup>2</sup> Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

### AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

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

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

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

6. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

#### 911 Notice

**911 Email Notification-** If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

**Your Comcast voice service ("Voice Service") may have the following 911 limitations:**



## COMCAST BUSINESS SERVICE ORDER


**Company Name:** Goeke Trees Service **Order #** 34518145

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

**Registered Service Location Updates-** The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:

- Calling Comcast at 1-888-824-8104

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.**

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <a href="http://business.comcast.com/terms-conditions/index.aspx">http://business.comcast.com/terms-conditions/index.aspx</a>	
Signature	
Name	ROBERT GOEKE
Title	owner
Date	3/13/2023

FOR COMCAST USE ONLY	
Sales Representative	<u>Eva Torres</u>
Sales Representative Code	
Sales Manager Name	<u>Julianne Carpenter</u>
Sales Manager Approval	
Division	<u>NorthEast</u>



## COMCAST BUSINESS SERVICE ORDER

Company Name: Goeke Trees Service Order # 34518145

**BUSINESS INTERNET CONFIGURATION DETAILS**

Transfer Existing Comcast.net  Equipment   
 Number of Static Ips  Business Web

**BUSINESS VOICE CONFIGURATION DETAILS**

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	Published
Directory Listing Phone Number	7176539668
Directory Listing Display Name	Goeke Tree Service
DA/DL Header Text Information	TREE SERVICE
DA/DL Header Code Information	143202
Standard Industry Code	

Additional Voice Details	
Caller ID (Yes/No)	No
Caller ID Display Name(max 15 char.)	Goeke Trees
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	No
Auto Attendant (Yes/No)	No

Hunt Group Configuration Details	
Hunt Group Features Requested	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Pilot Number	



# **EXHIBIT B**

**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](https://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](http://www.xfinity.com/commercialarbitrationoptout) OR BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/COMMERCIAL SERVICES ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND COMCAST ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COMCAST. IF CUSTOMER HAS PREVIOUSLY NOTIFIED COMCAST OF ITS DECISION TO OPT OUT OF ARBITRATION, CUSTOMER NEED NOT PROVIDE NOTICE AGAIN.

**7A.4 Initiation of Arbitration Proceeding/Selection of Arbitrator.** 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](http://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](http://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](mailto: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 executes 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.

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**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>.

# **EXHIBIT A**



## COMCAST BUSINESS SERVICE ORDER

**Company Name:** Goeke Trees Service **Order #** 34518145

**Service Location:** 881 MILTON GROVE RD **Billing Location:** 881 MILTON GROVE ROAD

Address 1 881 MILTON GROVE RD Address 1 881 MILTON GROVE ROAD

Address 2 \_\_\_\_\_ Address 2 \_\_\_\_\_

City MOUNT JOY City Mount Joy

State PA State PA

Zip 17552 Zip 17552

Primary Contact Name Robert Goeke Billing Contact Name Robert Goeke

Primary Contact Phone (717) 653-9668 Billing Contact Phone (717) 653-9668

Primary Contact Email geck45@hotmail.com Billing Contact Email geck45@hotmail.com

**Service Term** 24 Months **Tax Exempt** No

**Package Code:** LTDCCompEdge\$89BISStd\_MOB\_SE\_Pkg\_2yr **Promo Code:** NEDStndInstallWaiver\_WVI

**Package & Promotion Details**

Data, SecurityEdge, Voice Package for discounted rate of \$89.99 for months 1-12, increasing to \$104.99 for months 13-24, increasing to then regular rate in month 25. Package includes Business Internet Standard (download speed up to 100 Mbps), 1 Mobility Line, and SecurityEdge. 2 year term agreement required. Additional services may be added to qualifying bundles: Connection Pro at \$20/mo., Basic Voice Lines \$15 each/mo., Two or more Mobility Lines \$20 each/mo. After 24 months, monthly service charge increases to regular rate for each additional service. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher. Discount applied to Comcast Business Internet bill for 24 months with activation of one Comcast Business Mobile line within 90 days of Internet service installation. After 24 months, or if any of the package services or mobile service are cancelled or downgraded, the \$20.00 discount will be removed. Limit one discount per account regardless of number of lines activated. Comcast Business Internet must be installed by 6/21/2023 in order to qualify for \$20 Comcast Business Mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Promotion Code NEDStndInstallWaiver\_WVI - Standard Installation Waived when purchasing Business internet Standard or higher. Minimum 1 year term agreement required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

DS  
RG

*Customer Initials*

Package	Services Included	Qty	Package Monthly Service Charge <sup>1</sup>	Package Non-Recurring Charge <sup>2</sup>
Data, SecurityEdge, Voice Package	Business Internet Standard (download speeds up to 100 Mbps)	1		
	SecurityEdge	1	\$ 89.99	\$ 0.00
	Mobility Lines	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge <sup>1</sup>	Additional Non-Recurring Charge <sup>2</sup>
<b>Equipment Fee</b>			
Package Equipment Fee	1	\$ 19.95	
<b>Business Voice</b>			
Voicemail	1	\$ 5.00	



## COMCAST BUSINESS SERVICE ORDER

Company Name: Goeke Trees Service Order # 34518145

Additional Fees		
Standard Installation Fee / Change of Service Fee	1	\$ 0.00
<b>Total Additional Charge</b>	<b>\$ 24.95</b>	<b>\$ 0.00</b>

	Monthly Service Charge <sup>1</sup>	Non-Recurring Charge <sup>2</sup>
<b>Total Charge for Service Order</b>	<b>\$ 114.94</b>	<b>\$ 0.00</b>

<sup>1</sup> Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

<sup>2</sup> Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

### AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

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

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

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

6. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

#### 911 Notice

**911 Email Notification-** If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

**Your Comcast voice service ("Voice Service") may have the following 911 limitations:**



## COMCAST BUSINESS SERVICE ORDER


**Company Name:** Goeke Trees Service **Order #** 34518145

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

**Registered Service Location Updates-** The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:

- Calling Comcast at 1-888-824-8104

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.**

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <a href="http://business.comcast.com/terms-conditions/index.aspx">http://business.comcast.com/terms-conditions/index.aspx</a>	
Signature	
Name	ROBERT GOEKE
Title	owner
Date	3/13/2023

FOR COMCAST USE ONLY	
Sales Representative	<u>Eva Torres</u>
Sales Representative Code	
Sales Manager Name	<u>Julianne Carpenter</u>
Sales Manager Approval	
Division	<u>NorthEast</u>



## COMCAST BUSINESS SERVICE ORDER

Company Name: Goeke Trees Service Order # 34518145

**BUSINESS INTERNET CONFIGURATION DETAILS**

Transfer Existing Comcast.net  Equipment   
 Number of Static Ips  Business Web

**BUSINESS VOICE CONFIGURATION DETAILS**

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	Published
Directory Listing Phone Number	7176539668
Directory Listing Display Name	Goeke Tree Service
DA/DL Header Text Information	TREE SERVICE
DA/DL Header Code Information	143202
Standard Industry Code	

Additional Voice Details	
Caller ID (Yes/No)	No
Caller ID Display Name(max 15 char.)	Goeke Trees
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	No
Auto Attendant (Yes/No)	No

Hunt Group Configuration Details	
Hunt Group Features Requested	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Pilot Number	



# **EXHIBIT B**

**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](https://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](http://www.xfinity.com/commercialarbitrationoptout) OR BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/COMMERCIAL SERVICES ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND COMCAST ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COMCAST. IF CUSTOMER HAS PREVIOUSLY NOTIFIED COMCAST OF ITS DECISION TO OPT OUT OF ARBITRATION, CUSTOMER NEED NOT PROVIDE NOTICE AGAIN.

**7A.4 Initiation of Arbitration Proceeding/Selection of Arbitrator.** 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](http://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](http://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](mailto: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 executes 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.

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**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>.

# **EXHIBIT 2**

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COMMONWEALTH OF PENNSYLVANIA  
(Public Utility Commission)

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ROBERT GOEKE, :  
Complainant, : Docket No.:  
vs. : C-2025-3055046  
COMCAST BUSINESS :  
COMMUNICATIONS, LLC :  
Respondent. :

-----\*  
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

1 APPEARANCES:

2  
3 ROBERT GOEKE (Pro Se)

4 881 Milton Grove Road

5 Mount Joy, PA 17552

6 717-653-9668

7 717-203-8176

8 geck86@msn.com

9 (On Behalf of Complainant)

10  
11 MELISSA BLANCO, ESQUIRE

12 Obermayer Rebmann Maxwell & Hippel LLP

13 1500 Market Street, Suite 3400

14 Philadelphia, PA 19102

15 215-665-3097

16 melissa.blanco@obermayer.com

17 (On Behalf of Respondent)

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COMPLAINANT:

NONE

COMCAST BUSINESS COMMUNICATIONS LLC:

1 (Comcast Business Services  
Customer Terms and  
Conditions)

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1 P R O C E E D I N G S

2 - - - - -

3 COURT REPORTER: Okay. Time is 10:01, and we  
4 are on record.

5 JUDGE JOHN M. COOGAN: Okay. Good morning. We  
6 are now on the record. My name is John Coogan. I'm the  
7 Administrative Law Judge assigned to this proceeding.

8 This is an evidentiary hearing regarding the  
9 Formal Complaint of Robert Goeke vs. Comcast Business  
10 Communications LLC at Docket Number C-2025-3055046.  
11 Today's date is October 22, 2025, and the time is 10:02  
12 a.m.

13 And this hearing is being conducted remotely by  
14 telephone. So present on the phone is Mr. Goeke.

15 Good morning, Mr. Goeke.

16 MR. GOEKE: Good morning, Your Honor.

17 JUDGE COOGAN: And also present on the line is  
18 counsel for Comcast, Ms. Blanco. If you could please  
19 introduce yourself along with any witnesses you have with  
20 you and please state -- when you state their names,  
21 please spell them.

22 MS. BLANCO: Good morning, Your Honor.  
23 Mellissa Blanco on behalf of Comcast. On the line with  
24 me are two witnesses for Comcast, Colin Padgett and  
25 Kenneth Sutherland. Mr. Padgett's last name is P-a-d-g-

1 e-t-t, first name is Colin, C-o-l-i-n. The other  
2 witness, Kenneth Sutherland, is Kenneth, K-e-n-n-e-t-h,  
3 last name Sutherland, S-u-t-h-e-r-l-a-n-d.

4 JUDGE COOGAN: Okay, thank you. Okay. So this  
5 is a further hearing because we did have a hearing -- our  
6 first hearing on August 27, 2025, where Mr. Goeke  
7 presented his case with testimony and exhibits.

8 Ms. Blanco also then cross-examined Mr. Goeke  
9 at that hearing, but also what we discussed at that  
10 hearing -- well, we continued the hearing to today's  
11 hearing in part because we ran out of time to allow  
12 Comcast to present their case, but also, we discussed  
13 some jurisdictional issues regarding Mr. Goeke's  
14 complaint.

15 He -- Mr. Goeke's complaint concerns several  
16 services with Comcast, including wireless -- well, I'd  
17 say we focused on the wireless telephone and also what he  
18 had prior to the wireless telephone was the -- I'm gonna  
19 be -- use the word landline telephone, which I believe  
20 the issue that we were coming to was that possibly the  
21 Voice-over-Internet Protocol, VoIP service, and were  
22 there issues with the Commission's jurisdiction.

23 So yesterday, I did receive a motion to dismiss  
24 from Ms. Blanco regarding the Formal Complaint,  
25 including, but not limited to, because Comcast alleges

1 that Mr. Goeke's landline service -- and I'll ask -- I'll  
2 let Ms. Blanco respond and add anything else she wants to  
3 -- is a Voice-over-Internet Protocol service, which the  
4 Commission has, you know, has -- I'm gonna say limited  
5 jurisdiction 'cause basically the Commission doesn't have  
6 a jurisdiction except for very small areas with Voice-  
7 over-Internet Protocol. So that's my understanding.

8 Mr. Goeke, I don't even know if you've got the  
9 motion yet. Well, I'll just start there. Did you get it  
10 yet, or have you seen it? Did you read --

11 MR. GOEKE: Yes, Your Honor. I received an  
12 email with that motion. Yes.

13 JUDGE COOGAN: Okay. I mean, I know it was  
14 yesterday. I don't expect you to -- unless you're  
15 prepared to say anything now. I mean, for one thing,  
16 it's kind of a -- you know, it's a legal area. So I'm  
17 not expecting you to be an expert in that, and also, you  
18 probably haven't had time to digest it too much.

19 So, you know, unless something arises today to  
20 make me think otherwise, you know, at the very least,  
21 I'll give you time to respond in writing, if you'd like  
22 to do that.

23 But, you know, this issue of jurisdiction, I  
24 mean, even if Ms. Blanco hadn't raised it, it's -- it  
25 does go to subject matter jurisdiction, and I do need to

1 be concerned about this, even on -- you know, even if Ms.  
2 Blanco hadn't raised it.

3 But there's still some things I'm unclear  
4 about. But before we -- you know, I go too far in that  
5 direction, Ms. Blanco, were you planning on presenting  
6 your witnesses today to go to jurisdictional issues, or  
7 was it really to respond more to the service issues with  
8 Mr. Goeke?

9 MS. BLANCO: Your Honor, we're prepared to --  
10 the witnesses are prepared on both topics. They are  
11 prepared to explain that the services at issue are, in  
12 fact, VoIP, VoIP, and also to the actual factual pieces  
13 of Mr. Goeke's Formal Complaint.

14 JUDGE COOGAN: Okay. Okay. Yeah, that would  
15 definitely be helpful if we also can provide any  
16 testimony as to the jurisdictional issues.

17 Here's a few issues I've seen since we last had  
18 our hearing, and I've reviewed the motion to dismiss and  
19 thinking more about this. And hopefully if your  
20 witnesses can provide some facts on this -- 'cause, you  
21 know, to act on your motion, I'm gonna need to look to  
22 what your witnesses say and what facts they put in  
23 evidence because I'm unclear if Mr. -- and, I'm sorry.  
24 So I've -- maybe I forget how to pronounce your name from  
25 the first hearing. Is it Goeke or Goeke?

1 MR. GOEKE: Yes, you're right, Your Honor.

2 It's Goeke, Robert Goeke.

3 JUDGE COOGAN: Goeke.

4 MR. GOEKE: Goeke.

5 JUDGE COOGAN: Okay. Sorry about that. Okay.

6 I'm confused whether Comcast Business Communications LLC  
7 was even ever who provided Mr. Goeke service, you know.

8 I mean, not -- I mean, for instance, one thing  
9 which caught my eye was, I mean, Comcast Business  
10 Communications LLC at Docket Number A-2024-3049237 -- and  
11 I can repeat that, if you're not familiar with it, Ms.  
12 Blanco, or you need to write it down.

13 I mean, so Comcast Business Communications,  
14 just on September 11, 2025, of this year, the Commission  
15 granted them a Certificate of Public Convenience to  
16 terminate their -- terminate being a regulated entity at  
17 the -- you know, before the Commission, not least because  
18 there are no -- to my understanding, there's no customers  
19 under Comcast -- I'm gonna use the short Comcast for  
20 Comcast Business Communications LLC -- and -- or I should  
21 say -- okay. Comcast never had any VoIP customers in  
22 Pennsylvania, that the VoIP customers are provided under  
23 by Comcast IP Phone, LLC.

24 So, you know, I mean, was that the -- was that  
25 who provided Mr. Goeke his service? I mean, if you're

1 able to testify to that today, that would be helpful to  
2 understand exactly who -- you know, if Comcast Business  
3 Communications LLC was not even who provided Mr. Goeke  
4 his service, you know.

5 There is still one --

6 MS. BLANCO: Mm-hmm.

7 JUDGE COOGAN: There is -- yeah. I don't know.  
8 Do you want to respond to that? I guess I'll just stop  
9 there.

10 MS. BLANCO: And I don't actually have a  
11 response at the moment, but I do have a question about  
12 the Docket Number. I apologize. I didn't write down the  
13 entire thing if you --

14 JUDGE COOGAN: Sure.

15 MS. BLANCO: -- wouldn't mind repeating it.

16 JUDGE COOGAN: Yeah. It's A-2024 --

17 MS. BLANCO: Mm-hmm.

18 JUDGE COOGAN: -- -3049237.

19 MS. BLANCO: Thank you, Your Honor.

20 JUDGE COOGAN: Yeah. So it was May 23rd of  
21 last year, of 2024. Comcast Business Communications LLC  
22 filed an application to essentially abandon service in  
23 Pennsylvania because, you know -- I won't -- it's a  
24 little more complicated than this, but not least because  
25 Comcast, the entity, which, you know, until, you know,

1 that was at least served the complaint in this  
2 proceeding.

3 I'm not, you know, I'm not -- you know, that  
4 could just be a product of the Commission's Secretary's  
5 Bureau deciding Mr. Goeke put Comcast Business on his  
6 complaint and, you know, that they just chose that name  
7 from a dropdown to serve to.

8 Although I did look at the answer from Comcast  
9 Business, and, you know, it wasn't very -- it didn't shed  
10 any light to me on what -- you know, it didn't -- you  
11 know, let's see if the answer -- you know, it just says,  
12 you know, to Mr. Goeke and listing Comcast Business  
13 Communications as the Respondent. It only -- the  
14 response was Comcast admits only that it operates as  
15 Comcast Business Communications LLC.

16 So, you know, and this is a lot to throw at  
17 you, but this is -- this goes to the heart of the matter,  
18 I think, just even just untangling who even provided Mr.  
19 Goeke the service because, you know, I am mindful that  
20 the Commission has limited jurisdiction over Comcast.

21 But, you know, at least until September 11th of  
22 this year, Comcast Business Communications was regulated  
23 by the PUC, and now, that appears to not be the case  
24 anymore. And Comcast Business Communications didn't have  
25 VoIP customers. So that makes me wonder who actually

1 provided Mr. Goeke the service, you know.

2 If you're not prepared to -- well, you know, I  
3 at least would like to have testimony on what type of  
4 service Mr. Goeke has, you know. I just -- we'll just  
5 hear from the witnesses, and then -- so, you know, I --  
6 so it's just -- I think I might have even mentioned it at  
7 the previous hearing.

8 I mean, ideally, this would have been more  
9 fleshed out in the answer in new matter and in the  
10 motions previously, but we've come all this way. I know  
11 we wanted to hear more from Mr. Goeke what exact his  
12 complaint was, and, you know, even the motion to dismiss,  
13 it's unclear on these issues of who exactly provided Mr.  
14 Goeke's service and -- but -- and whether it's -- well,  
15 you say -- you allege it's VoIP service. So that's fine,  
16 you know. We'll hear testimony on that, but these are  
17 just hopefully issues we can pack -- unpack to some  
18 degree today, you know.

19 So I threw a lot at you Ms. Goeke -- I mean,  
20 Ms. Blanco, I wasn't sure what you were familiar with or,  
21 you know, do you have anything to say in response to  
22 that? Are you prepared to proceed regarding the  
23 jurisdictional issue?

24 You know, I don't want to -- I want to make  
25 things as efficient as possible for everybody, too. I

1 don't want to basically waste everybody's time, but, you  
2 know, 'cause -- especially we usually only have one  
3 hearing for complaints, but that's fine, you know. We  
4 have the second one, but hopefully, we can do things  
5 efficiently.

6 And, you know, and since we're all here today,  
7 I mean, I would agree with you, Ms. Blanco, to the extent  
8 you've prepared testimony both on jurisdiction and  
9 service matters, we might as well get everything done  
10 today, you know.

11 And I'll still -- and, you know, I'm still  
12 taking the motion to dismiss under advisement, although  
13 I'd give Mr. Goeke a chance to respond.

14 So okay. So that's a lot of talking from me.  
15 Ms. Blanco, what do you think at this point on how to  
16 proceed? Are you okay to proceed with your witnesses, or  
17 do you have other thoughts?

18 MS. BLANCO: Your Honor, just to the points  
19 that you raised, which are well noted, and I wrote down  
20 the questions that Your Honor had because I do think they  
21 are very valid and threshold questions, as Your Honor  
22 recognized.

23 I don't -- in all candor, Your Honor, that's  
24 not an issue that came up during our prep sessions, and  
25 so I'm not prepared to say that my witnesses are, in

1 fact, prepared to speak on those specific issues until I  
2 speak to them separately.

3 So if I can have a moment to speak to them just  
4 separately obviously offline just to make sure that  
5 they're prepared to speak about that issue specifically?  
6 Because, again, what I don't want is for us to go through  
7 this whole hearing and then leave Your Honor with an  
8 outstanding question that the testimony doesn't actually  
9 address.

10 I want to make sure that this is efficient and  
11 that this does get things to a place where Your Honor can  
12 issue a Final Decision, and we can all move on one way or  
13 another.

14 So if I could have just a few minutes to  
15 connect with my witnesses offline to make sure that  
16 they're prepared to discuss the issues that Your Honor  
17 raised, that would, I think, be a good starting place to  
18 figuring out what makes the most sense and how most  
19 efficiently to move forward today.

20 JUDGE COOGAN: Okay, okay. That's fine, you  
21 know. It's 10:14. Let's do -- let's go off record and  
22 recess for -- until 10:20, and then, I mean, you can tell  
23 me -- you know, I know that's not a lot of time, but I  
24 also want to move things along.

25 So we'll get back together at 10:20, if

1 everybody just wants to stay muted, and then we'll just  
2 see what we're ready to do, okay?

3 MS. BLANCO: Thank you, Your Honor.

4 JUDGE COOGAN: Okay. Okay.

5 COURT REPORTER: Okay, off record --

6 JUDGE COOGAN: Mr. Magness, please go off --

7 COURT REPORTER: -- at 10:14.

8 JUDGE COOGAN: -- the record.

9 (Brief recess)

10 COURT REPORTER: Yes, Your Honor. Okay. Time  
11 is 10:24. We are on record.

12 JUDGE COOGAN: Okay. So we took a brief recess  
13 so Ms. Blanco could speak with her witnesses about the  
14 issues I raised, and now, we're back.

15 So Ms. Blanco, as I was just saying off the  
16 record, how are you thinking about proceeding?

17 MS. BLANCO: Your Honor, I think there's in my  
18 view -- and I obviously would love to know what Your  
19 Honor thinks is best and most efficient -- I think there  
20 are two different options.

21 The first option is to proceed with the  
22 testimony that we were prepared to give today and to  
23 submit, with Your Honor's permission, a post-hearing  
24 affidavit explaining the business piece that Your Honor  
25 raised.

1 I say that only because neither of the  
2 witnesses, nor myself, feel comfortable talking about the  
3 point that Your Honor brought up today just because there  
4 are a lot of underlying issues there that we're not  
5 entirely sure how to explain at the moment without more  
6 information and just looking into it. So I think that's  
7 option number one.

8 Option number two is to briefly continue the  
9 hearing so that we can make sure that the witnesses are  
10 appropriately ready to discuss the issue on the record.

11 And I think either of those would make sense,  
12 Your Honor, and I think that, in any situation, we're  
13 gonna need testimony on that specific piece for Your  
14 Honor to issue a complete decision.

15 JUDGE COOGAN: Okay. When you say briefly  
16 continue, what do you mean? Like how much time?

17 MS. BLANCO: I think we would only need a few  
18 days. I don't want to commit to any specific amount of  
19 time. Obviously, whatever is most convenient for Your  
20 Honor and Mr. Goeke's schedule.

21 I also have to figure out what works for the  
22 Comcast team that I would need to meet with before we're  
23 able to present -- give testimony. So my guess is early  
24 next week would probably work, but again, I defer to Your  
25 Honor's schedule as well as Mr. Goeke's availability.

1 JUDGE COOGAN: Okay. Mr. Goeke, I'm not -- I  
2 don't know, you know, what your personal schedule is or  
3 how you've taken off time, but I do appreciate that this  
4 is our second hearing. And I'm sure, you know, you don't  
5 love taking time off from -- I think you run a business  
6 -- to do this.

7 So I mean, with that being said, it would be  
8 great if Comcast was actually prepared to provide  
9 testimony on these issues.

10 So ideally, I'd like --

11 MR. GOEKE: Well --

12 JUDGE COOGAN: -- to schedule another hearing.  
13 But what -- I mean, what do you -- because part of the  
14 problem is, you know, even if -- if I have incomplete  
15 information and I send it up to the Commissioners and  
16 they disagree with me or they want more information, they  
17 might -- very well might just send it down and ask me to  
18 get more information, you know.

19 Without you even saying it, I know this is not  
20 ideal and not how I would have preferred things to unfold  
21 as far as these things could have been brought up more  
22 preliminary. But we're here now, and, you know, what do  
23 you have to say?

24 MR. GOEKE: I don't -- you're asking me, Your  
25 Honor?

1 JUDGE COOGAN: Yeah. Yeah. I mean --

2 MR. GOEKE: Yes.

3 JUDGE COOGAN: -- to keep it a simple question,  
4 what do you have to say, as far as scheduling another  
5 hearing?

6 MR. GOEKE: I don't understand that any new  
7 information has been brought up with this VoIP. It was  
8 discussed the last time. They had plenty of time to  
9 address it.

10 If their business managers or whoever these  
11 witnesses are do not understand the laws in regards to  
12 their LLC and how they proceed and practice business, I  
13 can't say that that's gonna change. They can't  
14 manipulate the whole thing and prolong this thing  
15 forever. I just disagree totally.

16 JUDGE COOGAN: Okay. Well, let me ask you a  
17 question, and I might -- we might need to make it more  
18 clear that this is -- you know, I could have you recalled  
19 as a witness to have this be testimony.

20 But I mean, do you dispute what they're saying  
21 about you having received service as a VoIP, Voice-over-  
22 Internet? I mean, can you -- I mean, was it -- you know,  
23 was -- the service they were providing you, was it over a  
24 copper landline, or was it bundled as part of your  
25 internet -- it was provided as an internet service, I

1 mean, to the extent you, you know, were looking behind  
2 the box to see how everything is connected?

3 MR. GOEKE: I'm not sure, Your Honor, what your  
4 question was.

5 JUDGE COOGAN: So are you familiar with the  
6 technology Voice-over-Internet Protocol, you know.  
7 That's a telephone that's provided as VoIP service. Are  
8 you familiar with that technology?

9 MR. GOEKE: It comes through the cable. I  
10 mean, that's all I know. It goes into the box. My phone  
11 goes through the cable. It used to be a landline. So  
12 when I got Comcast internet and cable, the phone went  
13 through the cable. Is that what you're saying?

14 JUDGE COOGAN: Yeah. Yeah. That's what I'm  
15 asking. Okay.

16 MR. GOEKE: But the phone service is separate.  
17 I mean, I'm not sure how they can separate what they  
18 didn't allow to happen with my porting, and --

19 JUDGE COOGAN: Yeah.

20 MR. GOEKE: -- then -- and it is separate. It  
21 is separate because they wouldn't allow the porting  
22 process to happen.

23 I mean, normally -- I don't have a witness to  
24 tell you how long it normally takes to port a phone, but  
25 when you do any researches on it, seven to ten days is

1 the longest it should ever take. And it's usually when  
2 it doesn't happen held up by the provider -- current  
3 provider, and that's exactly what happened to me. That's  
4 what made all this happen. That's the discussion that we  
5 should be having about my phone.

6 JUDGE COOGAN: Okay.

7 MR. GOEKE: And I don't understand how, if they  
8 want to say that they're not responsible because it was  
9 part of the internet package, that doesn't have any --  
10 are you saying it all comes down to what kind of cable  
11 comes into my house? 'Cause I'm not sure what the laws  
12 are.

13 JUDGE COOGAN: To some degree, yes. I mean, I  
14 don't -- you know, I don't -- you know, I'm not letting -  
15 - you know, you might not think that's fair or makes  
16 sense or, you know, that's -- I mean, I'm just letting  
17 you know 'cause this is a legal issue that Pennsylvania  
18 did pass a law that Voice-over-Internet -- essentially,  
19 where I work, the Commission, doesn't have much  
20 jurisdiction over that except under very limited  
21 circumstances.

22 So that's why I was asking you how you received  
23 the service from Comcast Business, and you said it was  
24 through cable.

25 So that's what I was -- that's, you know, what

1 I was hoping -- you know, I was hoping to understand from  
2 you if you could -- 'cause even your testimony at the  
3 previous hearing, it wasn't -- 'cause using the word  
4 "landline", I mean, whether that's VoIP or copper, and,  
5 you know, it gets a little -- landline is not maybe the  
6 best -- you know, it's a little -- you have to sort of  
7 distinguish what type of landline service it is, whether  
8 it comes through the internet or a copper line.

9 So, you know, well, so you did help explain  
10 that. I mean, I consider, you know, you were still under  
11 oath from the previous hearing. So I mean, that -- I  
12 don't want to get too technical about it, but I did --  
13 you know, I appreciate you being candid about that, you  
14 know.

15 I mean, and so it sounds -- correct me if I'm  
16 wrong. It sounds like you're -- you don't like the idea  
17 of scheduling another hearing, right?

18 MR. GOEKE: I don't understand why that would  
19 have to happen. They had plenty of time, Your Honor.

20 JUDGE COOGAN: Yeah. Yeah. Well, you know, I  
21 mean, you know, I see what you're saying, and we're --  
22 you know, but we're here now, and there's just some basic  
23 information, which it doesn't seem like Comcast is ready  
24 to testify to.

25 I mean, going -- even, you know, who exactly

1 provided you the Comcast Business phone service, it's  
2 unclear to me who that was exactly. I mean, from, again,  
3 that Docket Number I gave to Ms. Blanco, it looks like  
4 there's an entity called Comcast IP Phone, LLC, who  
5 provides VoIP customers service in Pennsylvania, you  
6 know.

7 That being said, Comcast today -- I suppose Ms.  
8 Blanco is, as representing the entity Comcast Business  
9 Communications LLC, and, you know, I'll even say -- this  
10 is more for your reference, Ms. Blanco -- I did see a  
11 case -- there's a case -- another Commission Docket  
12 Number -- you can write this down -- C-2015-2465416.  
13 That's C-2015-2465416. That was a similar -- somewhat  
14 similar case to this, where someone filed a complaint  
15 against Comcast Phone of Pennsylvania, LLC, which is a  
16 regulated entity of the PUC, but similar to Mr. Goeke,  
17 Comcast Phone responded that he was only receiving VoIP  
18 internet -- VoIP phone service. And also Comcast Phone  
19 of Pennsylvania, LLC, was not the correct entity. It was  
20 Comcast IP Phone, LLC, is the one who provided the VoIP  
21 service. So I'm wondering if that's the same situation  
22 here.

23 I mean, all that being said, I don't want to  
24 drag this out.

25 I mean, Ms. Blanco, if your witnesses are

1 prepared to testify today that Mr. Goeke was receiving  
2 VoIP service -- or if they're at least knowledgeable  
3 about that, you know, whether or not we've actually, you  
4 know, nailed down who exactly was providing the service  
5 to -- which Comcast entity was providing the service to  
6 Mr. Goeke, I mean, we might be able to get away with at  
7 least that being sufficient for the record for me to, you  
8 know, to look at the motion to dismiss more closely.

9           So can they at least testify to whether Mr.  
10 Goeke receives VoIP service or not, Ms. Blanco --

11           MS. BLANCO: Yes, Your Honor.

12           JUDGE COOGAN: -- or --

13           MS. BLANCO: And to -- just to circle back on  
14 everything and to put everything kind of in a bow is  
15 obviously Comcast had time to figure out what exactly Mr.  
16 Goeke was complaining about between the last hearing and  
17 now and to confirm that the services he's receiving are  
18 VoIP services, which, again, is what the witnesses are  
19 prepared to talk about today.

20           The issue that Your Honor brought up about  
21 which entity specifically is the one giving Mr. Goeke  
22 service, that's just not an issue that we would have even  
23 thought to look into super deeply because there's  
24 obviously so many different corporate formalities and  
25 umbrella entities. And to do that tracing is, as Your

1 Honor, I'm sure, can imagine, is not simple.

2 And so I just wanted to push back slightly on  
3 the notion that Comcast had time to think about this  
4 specific issue that's being raised now, which I  
5 understand completely, but it's not the issue that we  
6 were asked with looking into following the last hearing.

7 JUDGE COOGAN: Okay. Well, you know, again, I  
8 might not be the last word on this. I mean, that's  
9 partly why I even asked this. I mean, the Commissioners,  
10 depending on what I do, I mean, they'll look at this, and  
11 they might have questions.

12 So, you know, you know, I got to balance these  
13 things. It doesn't sound like Mr. Goeke wants to have  
14 another hearing, which is understandable. I mean, to  
15 hold a third hearing on a Formal Complaint, where people  
16 have to take time off, it's -- and I'm not wild about the  
17 idea of an affidavit, not least 'cause Mr. Goeke wouldn't  
18 have a chance to respond or cross-examine the witnesses.

19 So why don't we just work with the information  
20 we have here today? And it sounds like -- I mean, to the  
21 extent you're able to address what I've brought up, Ms.  
22 Blanco, or your witnesses are able to, great.

23 But if we could at least have them say a bit  
24 about what type of service Mr. Goeke was receiving on his  
25 "landline" phone from Comcast Business starting from 2016

1 to recently, you know, at least if we have that, there's  
2 some facts on the record to view your motion in light of.

3 And at the end, Mr. Goeke, I'll talk a little  
4 about giving you time to respond to that motion if you  
5 want to, you know.

6 Again, I don't want to make things too drawn  
7 out, but this is an issue that, if it's incomplete, to  
8 some -- you know, I know you might not be able to answer  
9 all my questions today, Ms. Blanco, but, you know, we'll  
10 try to answer them as much as possible and try to move  
11 things through efficiently.

12 So all right. So that's a lot.

13 MR. GOEKE: If I may, Your Honor --

14 JUDGE COOGAN: What's that, Mr. Goeke?

15 MR. GOEKE: If I may respond --

16 JUDGE COOGAN: Yeah.

17 MR. GOEKE: -- to what Ms. Blanco just said,  
18 she gets to have more time to refer -- to figure out how  
19 their complicated business things are going. I mean,  
20 it's -- she raised a point exactly to my point that  
21 during my testimony that Comcast and Xfinity are  
22 separate, except for when it's convenient for them.

23 My testimony -- I mean, so this LLC and VoIP,  
24 all these issues that she wants more time with, is just  
25 another, to me, distorted confusion as to who's gonna

1 take responsibility for even the simple fact of giving me  
2 phone service.

3 So it's just an operating method that I believe  
4 businesses have when they get very large. They can throw  
5 different entities at you to confuse the issue.

6 I have a new voicemail since our last hearing  
7 from Xfinity saying that I can return my unused Comcast  
8 equipment to the Xfinity store and that I have a number  
9 here to respond to that. And I tried doing that, and it  
10 doesn't even work. The number doesn't even work.

11 But when I tried to take the box to the Xfinity  
12 store -- oh, I'm sorry.

13 JUDGE COOGAN: Well, no. That's okay.

14 MR. GOEKE: When I --

15 JUDGE COOGAN: Okay. Wait, wait. Sorry. Let  
16 me -- so we're -- I hear what you say at the beginning  
17 about, you know, the confusion with the names of Comcast  
18 and who's providing service.

19 I mean, but that's why I'm trying to boil it  
20 down to some degree just to what type of service you were  
21 receiving, putting aside which Comcast entity was  
22 providing it to you, whether it was provided through your  
23 cable or through a landline -- cable -- I mean, through a  
24 copper landline.

25 So, you know, you helped shed some light on

1 that, you know. Let's hear from Ms. Blanco's witnesses,  
2 and then at the end, I'll allow some time for closing  
3 statements. And then we'll also discuss the issue of the  
4 motion.

5 But, you know, again, being mindful of  
6 everyone's time even just today, let's go have testimony  
7 just so we can hear what Comcast has to say.

8 So are you ready, Ms. Blanco?

9 MS. BLANCO: Yes, Your Honor.

10 JUDGE COOGAN: Were your witnesses ready?

11 MS. BLANCO: Yes. Just to put this on the  
12 record, purely just for record purposes, is obviously I'm  
13 gonna object to everything Mr. Goeke said about what I  
14 said. It in my view was not understanding what I said,  
15 which obviously I don't blame him. He is not a lawyer.

16 But I just wanted to put on the record that the  
17 -- his version of what I said is not accurate, and so for  
18 that reason, I would object to it.

19 But I understand we're moving on. So I am  
20 happy to call my first witness if Your Honor is prepared.

21 JUDGE COOGAN: Okay, yeah. Again, you know,  
22 this -- it's somewhat unusual to have this sort of  
23 conversational type of discussion before a hearing, but,  
24 you know, given the peculiar issues in this case, just  
25 we've had to have that.

1           So yeah, let's just -- we'll just try to keep  
2 it simple today, and, you know, and let's just hear from  
3 the witnesses.

4           So who's your first witness, Ms. Blanco?

5           MS. BLANCO: My first witness will be Colin  
6 Padgett.

7           JUDGE COOGAN: Okay. Could you -- I know you  
8 did it already. Can you spell his last name again for  
9 me?

10          MS. BLANCO: Yes. It's P-a-d as in dog-g-e-t-  
11 t.

12          JUDGE COOGAN: Okay, great. Okay, Mr. Padgett,  
13 are you there?

14          THE WITNESS: I am, Your Honor. Good morning.

15          JUDGE COOGAN: Okay. Good morning. If you  
16 could -- well, let me swear you in.

17 Whereupon,

18                               COLIN PADGETT

19 was called as a witness and, having been duly sworn,  
20 testified as follows:

21          JUDGE COOGAN: Okay. If you could please --  
22 well, we already have your name. So we can just move on.

23          So go ahead, Ms. Blanco.

24          MS. BLANCO: Thank you.

25                               DIRECT EXAMINATION

1 BY MS. BLANCO:

2 Q. Mr. Padgett, what is your position at Comcast?

3 A. I am currently a Senior Director in Customer  
4 Experience, Strategy, and Operations.

5 Q. And how long have you worked for Comcast?

6 A. I've worked for Comcast for just over 20 years.

7 Q. In your role -- your current role at Comcast,  
8 what are your primary responsibilities?

9 A. I oversee multiple teams all within the  
10 Customer Experience Strategy Operations Organization. We  
11 focused on escalated customer concerns, be they  
12 complaints made to regulatory bodies, complaints made to  
13 our executives, and then a separate team that is focused  
14 primarily on privacy issues.

15 Q. So in this role, did you become at all familiar  
16 with Mr. Goeke and his business account?

17 A. Yes, I did.

18 Q. Okay. What -- do you know -- let me back up.  
19 Do you know what services Comcast provided to Mr. Goeke?

20 A. Initially, Mr. Goeke was provided with a bundle  
21 of services, which included a telephone line as well as  
22 internet services.

23 Q. When you say initially, when do you mean? And  
24 it doesn't have to be a specific date, just a roundabout  
25 year.

1           A.    We're talking about the early point -- part of  
2 2025 and, you know, certainly the years prior to that.

3           Q.    Okay.  So can you explain what -- I know you  
4 said that Mr. Goeke's -- actually, correct me if I'm  
5 wrong.  Did you just say Mr. Goeke's service with Comcast  
6 was some sort of bundle?

7           A.    It was a bundle.  In order to receive a  
8 discount, it was bundled together with both business  
9 internet and Comcast Business Voice.

10          Q.    So can you explain what type of phone service  
11 Mr. Goeke had with Comcast?

12          A.    I can.  Mr. Goeke had Comcast Business Voice,  
13 which consist of a VoIP service, Voice-over-Internet  
14 Protocol.  So that would've gone through the cable modem,  
15 and it would have been converted into a digital signal  
16 over the internet.

17          Q.    Does the fact that Mr. Goeke had a landline  
18 change the fact that the services he was receiving were  
19 VoIP?

20          A.    No.  Landline services can use traditional,  
21 what's called plain old television -- telephone service  
22 pots, but a landline can also be used with a VoIP  
23 service.

24          Q.    So I want to move on now to -- now that we  
25 understand that the nature of Mr. Goeke's service with

1 Comcast was VoIP, I'd like to move on to the porting  
2 process. Can you describe in general what the porting  
3 process looks like for a business phone number to a cell  
4 phone or to another provider?

5 A. Again, it's fairly standard across the  
6 different types of service, whether it's a business to a  
7 mobile line or a residential line to another residential  
8 line, but essentially, what happens is a customer  
9 contacts the new provider to which he wants to port his  
10 service to.

11 A series of questions are asked. Certain data  
12 points are required, such as the original provider of  
13 service, account number, and crucially, a PIN that is  
14 provided by the original provider. The new provider then  
15 makes contact with the current provider, and the port  
16 process begins, assuming that all of the information  
17 matches up.

18 Q. Are there any common challenges or delays that  
19 can occur during the porting process in your experience?

20 A. Yes. As I indicated, if any of that data  
21 between the two providers doesn't match up perfectly,  
22 there could be delays for that port, you know, most  
23 specifically, to protect the owner -- the rightful owner  
24 of that telephone number, you know. Providers want to  
25 avoid transferring that number if it's not actually

1 authorized by the true owner of the number.

2 Q. Are you familiar with the fact that Mr. Goeke  
3 had his number ported?

4 A. I'm familiar that he did have his number  
5 ported. Yes.

6 Q. Okay. Can you explain a little bit of what he  
7 was looking to do based on your knowledge of the  
8 situation?

9 A. My understanding is that he sought to transfer  
10 his service from Comcast Business Voice to Xfinity Mobile  
11 service, a cell phone service provided by Comcast.

12 Q. And do you know of any issues that happened  
13 during that porting process of Mr. Goeke's numbers?

14 A. I'm sorry. Could you repeat that question?

15 Q. Of course. And I'll actually rephrase it to  
16 make it a better question. In Mr. Goeke's porting  
17 situation, were there any specific issues or delays that  
18 happened in that process?

19 A. There were some delays with that process, yes.

20 Q. Okay. Do you know what caused those delays?

21 A. My understanding is that there were four port  
22 requests sent from Xfinity Mobile to Comcast Business,  
23 and in each of those instances, there was an invalid  
24 information indicating a possible mismatch. So it caused  
25 multiple delays in getting that number ported from the

1 Comcast Business Voice to the Xfinity Mobile service.

2 Q. When Comcast learned that there were issues or  
3 delays with porting Mr. Goeke's number, did Comcast do  
4 anything to assist Mr. Goeke?

5 A. Ultimately, folks from the two different  
6 providers, Comcast Business Voice and Xfinity Mobile,  
7 were brought together, and the specific mismatch was  
8 identified. I don't know the details of that specific  
9 mismatch, and ultimately, the number was ported  
10 successfully from Comcast Business Voice to Xfinity  
11 Mobile.

12 Q. You might have answered this already, but I  
13 just want to be sure I have it on the record. How does  
14 Comcast coordinate with Xfinity Mobile or other providers  
15 during the porting process?

16 A. Lots of times, the information can be  
17 transmitted back and forth just automatically. In this  
18 case, because there were issues, my understanding is that  
19 the two separate groups actually got together and spoke  
20 about this issue, specifically identified whatever the  
21 data mismatch was, and was able to rectify that,  
22 ultimately providing the successful port.

23 Q. Thank you for that. Now that we're done  
24 talking about the porting process, I want to just circle  
25 back to the VoIP conversation we had to make sure it's

1 clear on the record. Do you understand the services  
2 about which Mr. Goeke is complaining in this case?

3 A. To be honest, I've been a little confused as to  
4 which service he's been complaining about. Based on the  
5 testimony from earlier, it sounds like, to me, it boils  
6 down to the delay in the port from the Comcast Business  
7 Voice to the Xfinity Mobile service.

8 Q. So the services that you just mentioned, are  
9 all of those concerned VoIP services?

10 A. Yes. Certainly, the Comcast Business services  
11 is VoIP, and I am confident that the Xfinity Mobile  
12 service is also a VoIP service.

13 Q. Is there anything else that you wish to add  
14 regarding the issues that Mr. Goeke raised as you  
15 understand them?

16 A. The one thing that I will add is there are  
17 instances where ports are delayed, you know. This was  
18 more challenging than a typical port because it was going  
19 from a business line to a cell -- a mobile provider, you  
20 know. That adds time in. So, you know, in those  
21 instances, you know, it can typically take, you know, two  
22 weeks to happen successfully, you know. It did take a  
23 little bit longer in this case, but, you know, there are  
24 delays that happen when port-outs occur.

25 MS. BLANCO: Thank you, Mr. Padgett.



1           **A. I've been in the Customer Experience Department**  
2 **since January of 2018.**

3           Q. So you have had how many years in that  
4 department?

5           **A. So just less than eight years, if my math is**  
6 **correct.**

7           Q. Okay. You've had eight years in the Customer  
8 Experience Department. Would that be in the same  
9 capacity in that Department, or was that in lower --  
10 different capacities previously?

11           **A. I've had multiple roles within the Customer**  
12 **Care Organization since 2018.**

13           Q. In the Customer Care. And how long have you  
14 been in your current position, your current role?

15           **A. Responding to regulatory complaints, as the**  
16 **Director of that Department, approximately since 2020.**

17           Q. Okay. So your previous testimony of Customer  
18 Experience as a Director was confusing to me. You  
19 actually have been in that position now for five years,  
20 not twenty years. Is that correct?

21           **A. I've been involved in answering regulatory**  
22 **complaints since 2025. That is correct. Excuse me. Let**  
23 **me correct that, 2020.**

24           Q. So you explained you've been in this business  
25 for customer complaints since 2020?

1           **A. I've been in my current role since 2020, yes.**

2           Q. Okay. And you've researched my situation since  
3 the beginning of this year, is that correct, 2025?

4           **A. I'm sorry. Can you repeat that question?**

5           Q. Yeah. When were you apprised as to this  
6 situation concerning my account? Was that this year that  
7 you've -- when did you first look into this?

8           **A. Yeah. The earliest recollection I have is**  
9 **earlier this year. It's possible that I could have come**  
10 **across some documentation earlier than that but certainly**  
11 **this year.**

12          Q. Okay. It was this year. You're not sure what  
13 -- when this year you started looking into this?

14          **A. Well, I began to look into it as a result of**  
15 **the complaint that you filed but --**

16           MS. BLANCO: I'm just gonna object and don't go  
17 any further than that just because it's attorney-client  
18 privilege.

19           JUDGE COOGAN: Okay.

20           MR. GOEKE: Well, I'm just seeing what was said  
21 as being as accurate. That's what I'm doing.

22           JUDGE COOGAN: Well, I mean, I'm not -- I don't  
23 totally understand why what date he started looking into  
24 the complaint is attorney-client privilege.

25           But I guess what -- but why are you asking him

1 that question?

2 MR. GOEKE: (Indiscernible).

3 JUDGE COOGAN: I mean, what are you trying to  
4 get?

5 MR. GOEKE: I'm trying to ask the question: has  
6 he looked back at previous phone calls that I have made?  
7 Is there actually records of previous phone calls that I  
8 have made concerning my account, and has he seen those?  
9 That's all I'm getting.

10 JUDGE COOGAN: Okay. Okay. Well, how about  
11 can you ask that question that way? I mean, have you --

12 MR. GOEKE: Okay.

13 JUDGE COOGAN: Yeah. Okay. You want to try --  
14 can you try that again, please, Mr. Goeke?

15 MR. GOEKE: Yes.

16 BY MR. GOEKE:

17 Q. Mr. Padgett, have you looked into my records  
18 since 2016 to see previous phone calls I have made to  
19 your company?

20 A. I haven't looked into your account with that  
21 specificity to examine any of the phone calls that you  
22 may or may not have made with us.

23 Q. So you can't verify anything that I've called  
24 your company on. Is that correct?

25 A. I think I answered the question. I have not

1 checked the -- any of the calls that you made to Comcast.

2 Q. So you didn't -- you're not -- are you saying  
3 you didn't think it was pertinent or necessary to review  
4 my customer experience with my phone calls I made to your  
5 company? You didn't think it was necessary. Is that  
6 what you're testifying to?

7 MS. BLANCO: Objection, Your Honor.

8 THE WITNESS: That --

9 MS. BLANCO: This is so beyond the scope of  
10 what we're here to do today.

11 (Cross talk)

12 JUDGE COOGAN: Okay. Okay. Well, okay, so I  
13 should have said at the beginning -- yeah. If there's an  
14 objection, so just the witness pause, and then I'll hear,  
15 you know, what the response to the objection is from the  
16 other side.

17 But I'm sorry. I didn't catch the objection.  
18 What was the objection? Could you repeat that?

19 MS. BLANCO: It was -- yeah -- an objection  
20 beyond the scope of this hearing. This isn't what we're  
21 here to do today, Your Honor.

22 JUDGE COOGAN: Yeah. It's -- yeah.

23 Okay. Go ahead, Mr. -- yeah. What's your  
24 response, Mr. Goeke?

25 MR. GOEKE: I mean, it is within the scope of

1 this hearing to know that somebody who's the Customer  
2 Experience Specialist, a Director, would want to know  
3 what customer experience that me as a customer has had to  
4 get to the point that I need to call the PUC and file a  
5 complaint.

6 Without looking back, I'm just wondering if --  
7 as a Director who is a Customer Experience Specialist  
8 would want to get to the issues of the customer's  
9 experience without really looking into that? I mean, it  
10 has a direct correlation to my experience as a customer,  
11 but then the man who's directing it is not pursuing  
12 understanding the facts in the case.

13 JUDGE COOGAN: Okay. Well --

14 MR. GOEKE: (Indiscernible).

15 JUDGE COOGAN: -- I mean, I think you already  
16 asked them some questions about to what extent he  
17 investigated your account.

18 I'll sustain Ms. Blanco's objection just  
19 because it was getting -- it's getting a little more as a  
20 -- you're sort of making a statement as to, you know, the  
21 amount of investigation he's done.

22 So --

23 MR. GOEKE: Yeah. (Indiscernible) --

24 JUDGE COOGAN: -- I hear what you're saying. I  
25 hear what you're saying, Mr. Goeke, but, you know, if,

1 you know, we just -- just questions about any factual  
2 matters, please. So, you know, so if you could move on,  
3 if you have another question.

4 BY MR. GOEKE:

5 Q. All right. Mr. Padgett, do you -- are you  
6 familiar with my contract with Comcast Business?

7 **A. I'm familiar with contracts generally between**  
8 **customers and the services that we provide.**

9 Q. Yes. With my Comcast contract, I have had the  
10 voice (indiscernible) featured in the contract, and I  
11 continually asked to have that removed. Are you familiar  
12 with any other customers that have asked to have those  
13 removed?

14 **A. I couldn't follow. Asked to have what removed**  
15 **from the contract?**

16 Q. Their voice answering service.

17 **A. The voice answering service? Am I aware of**  
18 **anyone else who has requested that that be removed from**  
19 **their contract? Is that the question?**

20 Q. Right. Yes.

21 **A. I'm not aware.**

22 Q. Are you familiar with the voice answering  
23 system that your company provides?

24 **A. Yes.**

25 Q. And in all of your experience, you've never

1 experienced anybody saying they don't want that part of  
2 your --

3 MS. BLANCO: Your Honor, objection.

4 MR. GOEKE: -- service?

5 MS. BLANCO: Sorry, Mr. Goeke. Your Honor --

6 MR. GOEKE: Okay.

7 MS. BLANCO: -- I'm gonna object on two counts.  
8 The first is beyond the scope. Like, I mean, well, the  
9 first is asked and answered. He already answered this  
10 question, but the second is beyond the scope of Mr.  
11 Goeke's complaint. I don't recall at any point talking  
12 about a voice answering service. This is the first I'm  
13 hearing about it. So I don't think this is appropriate  
14 for this hearing or this witness.

15 MR. GOEKE: I brought it up in my testimony the  
16 first time. You didn't object then, and it's in my  
17 contract.

18 JUDGE COOGAN: Okay, wait. Okay.

19 MR. GOEKE: In fact, I have the exhibit number  
20 for you if you'd like to have it. It's Exhibit --

21 JUDGE COOGAN: Well, just once again --

22 MR. GOEKE: -- 8.

23 JUDGE COOGAN: -- your question was -- can you  
24 repeat your question, Mr. Goeke? What was your question?

25 MR. GOEKE: If Mr. Padgett has had any

1 experience from any customers that have asked to have the  
2 voice answering service removed from the bundle that they  
3 sell, that they don't want that voice service, if he's  
4 ever had any experience with anybody requesting to have  
5 that remove, as I have over the years numerous times.

6 JUDGE COOGAN: Okay. I'm actually concerned  
7 for a different reason. I'm not sure, I mean, what  
8 relevance other customers' experience has. Can you  
9 explain that to me, Mr. Goeke?

10 MR. GOEKE: Yeah. Why they wouldn't get to the  
11 point where they'd remove that from my invoicing.

12 JUDGE COOGAN: Okay.

13 MR. GOEKE: And I didn't use it for nine years.

14 JUDGE COOGAN: Okay. So --

15 MR. GOEKE: And I (indiscernible) every invoice  
16 I had.

17 JUDGE COOGAN: Yeah. So --

18 MR. GOEKE: Is that something that can be  
19 looked at or not?

20 JUDGE COOGAN: -- I'm gonna -- okay, you know.  
21 Mr. -- to some degree, I'm gonna give Mr. Goeke some  
22 leeway 'cause he's pro se.

23 I mean, I believe I do remember him actually  
24 talking about his voice answering service in the other  
25 hearing, you know, without having to, you know, going and

1 pointing the transcript at this second.

2 But, you know, to just move things along, can  
3 you answer that question, Mr. Padgett?

4 THE WITNESS: I am not familiar with any other  
5 customers making a similar request.

6 BY MR. GOEKE:

7 Q. Okay. Mr. Padgett, another question. You've  
8 testified it take two -- up to two weeks to get a number  
9 ported. Have you been looking at my case, determined  
10 when I tried to originally have my number ported? Can  
11 you recall what that date was?

12 A. According to my records, Mr. Goeke, you placed  
13 an order for Xfinity Mobile service with a new device on  
14 4/11/2025.

15 Q. Okay, 4/11. Can you tell the Court when that  
16 porting process was finalized?

17 A. According to our records, it was successfully  
18 ported on May 28th of 2025.

19 Q. May 28th. And when was that verified? Do you  
20 know?

21 A. When was what verified?

22 Q. That that porting process was complete and  
23 accurately done?

24 A. On 5/28/2025.

25 Q. And who verified that?

1 MS. BLANCO: Objection, Your Honor. I know Mr.  
2 Goeke is pro se and I'm trying to be patient, but these  
3 questions are so vague that I feel like Mr. Padgett is  
4 having --

5 MR. GOEKE: I have documentation. Nothing --

6 MS. BLANCO: -- (indiscernible) -- Mr. Goeke --

7 MR. GOEKE: -- is vague. I have specific  
8 documentation --

9 MS. BLANCO: -- let me --

10 MR. GOEKE: -- for dates. I am not giving  
11 vague -- I'm not asking anything vaguely. I'm asking: so  
12 you --

13 JUDGE COOGAN: Okay.

14 MR. GOEKE: -- verified that porting process  
15 was complete on the 28th?

16 JUDGE COOGAN: Okay. Yeah. I'll overrule the  
17 objection. Can you answer it? Do you know? Maybe he  
18 doesn't know. Do you know, Mr. Padgett?

19 THE WITNESS: I'm not sure what the question  
20 is. Can it be reasked?

21 JUDGE COOGAN: What -- are you asking which --  
22 you're -- and, I mean, I guess it makes sense to me. I  
23 can -- I mean, are you asking which Comcast employee  
24 actually did the process of doing the porting process?  
25 Is that what you're asking? Are you looking for a name,

1 Mr. Goeke?

2 MR. GOEKE: Yes. Yes.

3 JUDGE COOGAN: Okay.

4 MR. GOEKE: Because I have had -- yes.

5 JUDGE COOGAN: Do you know? Do you know --

6 MR. GOEKE: Who verified that?

7 JUDGE COOGAN: -- Mr. Padgett?

8 THE WITNESS: I don't know the name of the  
9 person who personally was responsible for porting and  
10 verifying on 5/28/2025.

11 MR. GOEKE: Okay. And I have no more  
12 questions. I just wanted to review to -- or, like I  
13 said, I apologize. I don't know the procedure on these  
14 things because -- I mean, I can obviously say it in my  
15 closing statement, but the only -- the time I have  
16 documentation from Derek (phonetic) that he didn't get  
17 back to me on --

18 JUDGE COOGAN: Wait. Wait, wait.

19 MR. GOEKE: -- was June 12th.

20 JUDGE COOGAN: Wait, wait. I'm sorry. Wait,  
21 hold on. Yeah, yeah, yeah, definitely save it for the  
22 closing statement. I mean, we'll -- okay. I'll let you  
23 go first. You'll have the first closing statement, and  
24 then you can make whatever points you'd like to make, you  
25 know, that have been brought up, testimony or, you know

1 -- okay.

2 So any redirect Ms. Blanco?

3 MS. BLANCO: Yes, Your Honor. Incredibly  
4 briefly.

5 REDIRECT EXAMINATION

6 BY MS. BLANCO:

7 Q. Mr. Padgett, you talked about the porting  
8 process for Mr. Goeke's phone, but I just wanted to  
9 clarify. Does Comcast recognize that Mr. Goeke's porting  
10 process took perhaps longer than usual?

11 A. Yes, we do.

12 Q. And I think you already said this, but do you  
13 know why it took longer than usual?

14 A. There were -- yes, there were multiple port-out  
15 requests that were sent from Xfinity Mobile to Comcast  
16 Business Voice, and each time those port-out requests  
17 were initiated, the data that came back did not perfectly  
18 match up.

19 And, you know, in an abundance of caution, as  
20 we do to protect our customers, the port-out could not be  
21 completed until that data was reconciled.

22 Q. And did Comcast do anything to assist Mr. Goeke  
23 in the fact that the port took longer than usual?

24 A. It's my understanding that his Comcast Business  
25 service couldn't be disconnected until that port-out was

1 successful. So because that account remained active, it  
2 incurred charges, but it's my understanding that we  
3 provided him credit for that service back to the date of  
4 the request so that he was not paying for the Comcast  
5 Business service, you know, from that date forward.

6 MS. BLANCO: I have nothing further, Your  
7 Honor.

8 Thank you, Mr. Padgett.

9 JUDGE COOGAN: Okay. Thank you. I just have  
10 some clarifying questions for you, Mr. Padgett, and I  
11 apologize in advance if you already explained this, and I  
12 missed it.

13 EXAMINATION BY THE COURT

14 BY JUDGE COOGAN:

15 Q. But so this complaint is Mr. Goeke versus --  
16 and for Ms. Blanco, for your knowledge, too, you know,  
17 this may end up being of no value in deciding this case,  
18 but I at least want to try to see what I can find out  
19 from Mr. Padgett.

20 So do you -- the Respondent in this case  
21 Comcast Business Communications LLC. Do you -- is that  
22 the entity for Comcast for who you work for?

23 A. I work for Comcast generally. I can't speak to  
24 that specific entity.

25 Q. Okay. I mean, and I know, you, you know, were

1 not gonna have an encyclopedic, you know, telling of  
2 Comcast's different corporate structures, but I mean, do  
3 you -- so do you -- you don't have a corporate name?  
4 You're not familiar with any particular corporate  
5 division of the Comcast that you work for, or do you  
6 know, or just -- it's just Comcast?

7 **A. Yeah. I'm part of the Comcast Cable**  
8 **Organization, which sits within the larger Comcast**  
9 **organization.**

10 Q. Okay. And I'm sorry. You very well probably  
11 said this, but what exactly is your job title?

12 **A. I'm a Senior Director of Customer Experience**  
13 **Strategy and Operations with Comcast.**

14 Q. Okay. And have you provided testimony in other  
15 state Public Utility Commission complaint proceedings?

16 **A. Public Utility Commission proceedings, no, I**  
17 **have not.**

18 Q. Okay. What business records did you review  
19 today to learn more about -- what business records did  
20 you review to prepare for today's hearing?

21 **A. I've looked at Comcast Business billing**  
22 **statements for Mr. Goeke's business. I've looked at our**  
23 **internal account notes as well.**

24 Q. Okay. And can you explain a little more how  
25 you're sure the type of phone service Mr. Goeke received

1 under Comcast Business is -- the type of technology he  
2 was provided is VoIP?

3 A. Yes. It's -- so, you know, Comcast Business  
4 provides VoIP service, and then in looking at the bill,  
5 it is part of a bundled package for business internet.  
6 In fact, you know, the line item for Comcast Business  
7 Voice is \$0. The entire charge is part of Comcast's  
8 bundled service, which is within business internet.

9 So I am very certain that this was a Voice-  
10 over-Internet Protocol service.

11 JUDGE COOGAN: Okay, okay. All right. Well,  
12 thanks for helping me clarify a few things.

13 Do you have any redirect for Mr. Padgett based  
14 on my questions, Ms. Blanco?

15 MS. BLANCO: No, Your Honor.

16 JUDGE COOGAN: Okay. Okay. All right. Well,  
17 thank you very much, Mr. Padgett, for your participation.  
18 You're excused.

19 MR. PADGETT: Thank you.

20 JUDGE COOGAN: So did -- you have a -- you had  
21 a second witness, Ms. Blanco, is that right?

22 MS. BLANCO: Yes, Your Honor. And just before  
23 we get started, I know Your Honor did give this  
24 instruction earlier, but I would just ask that Your Honor  
25 reiterate it just because -- multiple reasons. One is

1 the record mostly clearly, but two is just because it's  
2 inappropriate.

3 If Your Honor could reiterate to Mr. Goeke that  
4 once there is an objection, that he can't start speaking  
5 over me. I have to be able to lodge my objection clearly  
6 for the record, and then Your Honor will advise him when  
7 he's able to give his response.

8 JUDGE COOGAN: Okay. Yeah, I mean, I already  
9 said that. I think it's -- you know, usually the most  
10 productive hearings are just where everybody can -- you  
11 know, just working together to move forward.

12 So, you know, it's -- so yeah, noted, Ms.  
13 Blanco, but yeah, as I said before, what happens if  
14 there's an objection is, you know, I'll just hear the  
15 objection, and then once I hear the objections -- well,  
16 the only testimony we have remaining is from one more  
17 Comcast witness.

18 And then -- so once we hear Ms. Blanco's  
19 objections, then Mr. Goeke, I'll ask for your response.  
20 But, you know, we -- I try to make things run as, you  
21 know, perfectly as possible, but, you know, it's not  
22 uncommon that there's some cross talk. So we try to  
23 minimize that as much as possible. So okay. So the name  
24 --

25 MS. BLANCO: Okay. Your Honor, I just meant --

1 JUDGE COOGAN: Okay.

2 MS. BLANCO: I'm ready for my next witness when  
3 Your Honor is available and ready.

4 JUDGE COOGAN: Okay. What was the name of your  
5 next witness?

6 MS. BLANCO: My next witness is Kenneth  
7 Sutherland, and I can spell --

8 JUDGE COOGAN: Okay.

9 MS. BLANCO: -- his last name if Your Honor --

10 JUDGE COOGAN: Sure. Why don't -- you know, no  
11 harm in that. Well, I'll ask him. I'll ask him to state  
12 and spell his name. I know I didn't do that for Mr.  
13 Padgett, but, you know, might as well do it.

14 Mr. Sutherland, are you there?

15 MR. SUTHERLAND: Good morning, Your Honor.  
16 Yes, I am.

17 JUDGE COOGAN: Okay. Good morning.  
18 Whereupon,

19 KENNETH SUTHERLAND  
20 was called as a witness and, having been duly sworn,  
21 testified as follows:

22 JUDGE COOGAN: Okay. Can you please state and  
23 spell your name?

24 THE WITNESS: My full name is Kenneth  
25 Sutherland. That's K-e-n-n-e-t-h, S-u-t-h-e-r-l-a-n-d.

1 JUDGE COOGAN: Okay, thanks. And you are a  
2 little faint. So I don't know if you're on speakerphone,  
3 if you can get closer, or if you can use a handset, but,  
4 you know, if you can't make yourself a little louder, we  
5 might need to pause. But --

6 THE WITNESS: Is this --

7 JUDGE COOGAN: -- let's see how it goes.

8 THE WITNESS: -- any better for you?

9 JUDGE COOGAN: Yep, yep.

10 THE WITNESS: Okay.

11 JUDGE COOGAN: That sounds good, thanks. Okay.  
12 Go ahead, Ms. Blanco.

13 MS. BLANCO: Thank you, Your Honor.

14 DIRECT EXAMINATION

15 BY MS. BLANCO:

16 Q. Mr. Sutherland, can you explain your position  
17 at Comcast?

18 **A. Sure. I am a Senior Director within Comcast**  
19 **Business supporting Customer Support and Technical**  
20 **Support.**

21 Q. And how long have you worked at Comcast in  
22 general?

23 **A. In total, I've been with Comcast since 2008.**  
24 **So it was 17 years this year.**

25 Q. And how long have you had your current

1 position?

2 A. My specific role, I actually have only had  
3 since July of this year. I was promoted into this role.  
4 Previous to that time, I was a Director within the same  
5 organization.

6 Q. A Director of what?

7 A. The same, Technical Support and Customer  
8 Service.

9 Q. Thank you. So in your current role, what are  
10 your primary responsibilities on a day-to-day basis?

11 A. I support teams that work customer escalations  
12 for issues that they might have, whether it's technical  
13 or whether it's billing. We are a second-line team. So  
14 calls come into our front-line team from customers, and  
15 if those issues can't be resolved in that call, a ticket  
16 is created, which flows to my team. And my -- they  
17 contact the customer to resolve any issues.

18 Q. In this role, did you have any occasion to  
19 become familiar with Mr. Goeke?

20 A. I did, yes.

21 Q. How did that happen?

22 A. I was brought in after the complaint was filed  
23 on this to provide some information on the complaint  
24 similar to Mr. Padgett.

25 Q. Are you -- in that process, did you at all

1 become familiar with the complaints Mr. Goeke had  
2 regarding his services?

3 **A. I did, yes.**

4 Q. What do you understand to be Mr. Goeke's  
5 complaints with his services?

6 **A. I understand the complaint to be that the  
7 delays in porting the number from his Comcast Business  
8 service to the Xfinity Mobile service and the fact that  
9 his business account was -- remained open for longer than  
10 it should have been because of that delay.**

11 Q. Do you understand Mr. Goeke to be complaining  
12 at all about service interruptions?

13 **A. I do not.**

14 Q. As a Comcast Business account holder, did Mr.  
15 Goeke have a contract with Comcast?

16 **A. Yes. All business account holders have a  
17 contract.**

18 Q. And is that contract titled Comcast Business  
19 Services Customer Terms and Conditions?

20 **A. Correct.**

21 Q. Mr. Sutherland, I sent you a copy of the  
22 exhibits that I submitted to the Court on October 15,  
23 2025. Mr. Goeke should have a copy of the exhibits in  
24 his email as well, and the Court -- I sent them to the  
25 Court through email. I'm gonna be referring to Exhibit 1

1 -- or, excuse me -- Exhibit 2 from that packet. And I'm  
2 happy --

3 **A. Okay.**

4 Q. -- to wait until you are there. So just let me  
5 know when you're ready.

6 **A. Yep. I have that up in front of me now.**

7 MS. BLANCO: Mr. Goeke, do you also have a copy  
8 of the contract I'm referring to, Exhibit 2 of my packet  
9 of exhibits?

10 MR. GOEKE: What day did you send those?

11 MS. BLANCO: I sent them on October 15, 2025,  
12 to your email address.

13 MR. GOEKE: Yes. I do have that. Yes.

14 BY MS. BLANCO:

15 Q. Mr. Sutherland, are you familiar with the  
16 document titled Comcast Business Services Customer Terms  
17 and Conditions, which is Exhibit 2 to the packet that I  
18 sent to the Court on October 15, 2025?

19 **A. I am familiar with the document. Yes.**

20 Q. And how are you familiar with this document?

21 **A. This document is available online to all of our  
22 business customers. It's referenced in the SOA, which is  
23 the standard agreement that our customers sign when they  
24 sign up for Comcast service. There's a link that's  
25 provided, and the customers can access this document. It**

1 **is the terms and conditions for service.**

2 Q. Is this -- the document you're looking at, is  
3 it a fair and accurate representation of the terms and  
4 conditions that are posted to customers?

5 **A. Yes, it is.**

6 MS. BLANCO: Your Honor, I would move Exhibit 2  
7 into evidence as Comcast -- I don't know how you want to  
8 do it. Exhibit 1 for Comcast or if you want to go off of  
9 the numbers we used last time, but I would move this  
10 document into evidence.

11 MR. GOEKE: I object.

12 JUDGE COOGAN: Well, you -- wait, just a  
13 second. Are you planning on also referring to what was  
14 marked as Exhibit 1, or just is Exhibit 2 the only --

15 MS. BLANCO: Exhibit 2 is the only one I will  
16 be using, Your Honor.

17 JUDGE COOGAN: Okay. Well, before we get to  
18 objections, let's just mark this as Exhibit 1. I mean,  
19 typically, I'd like to deal with evidence or exhibits at  
20 the end of the testimony, but if there's just this one  
21 exhibit, let's just deal with it now.

22 So what's been marked as Exhibit -- what Ms.  
23 Blanco previously circulated to me and Mr. Goeke was  
24 identified as Exhibit 2 in the packet. Let's just  
25 identify it as Exhibit 1 hearings -- today's hearing. It

1 could be Comcast Exhibit 1 just so there's no confusion  
2 of whether -- what happened to the -- you know, but just  
3 so it's clear there's only one exhibit for Comcast.

4 MR. GOEKE: And --

5 JUDGE COOGAN: And that's the --

6 MR. GOEKE: Well, we --

7 JUDGE COOGAN: Just one second. So that's  
8 Comcast Business Services Customer Terms and Conditions.  
9 That's the document at the top.

10 I haven't moved it into the evidence yet, Mr.  
11 Goeke. So I just want to just make sure it's properly  
12 marked.

13 And, okay, and it's -- let me just -- I can  
14 look. It's one, two, three, four, five --

15 MS. BLANCO: Are you counting the pages? I can  
16 tell you.

17 JUDGE COOGAN: -- six -- yes. Oh, it's too  
18 many. Oh, yeah, I didn't see --

19 MS. BLANCO: It's 27 --

20 JUDGE COOGAN: -- I thought it was --

21 MS. BLANCO: -- pages.

22 JUDGE COOGAN: Okay. Yeah, well, thanks from  
23 stopping me from looking silly. Okay. So it's -- yeah.  
24 It's pretty long. It's 27 pages. So okay.

25 (Whereupon, Comcast Business

1                   Communications' Exhibit 1 was  
2                   marked for identification.)

3                   So your -- what's your objection, Mr. Goeke?

4                   MR. GOEKE: Well, this is not proven to be  
5 evidence concerning my contract. I have a contract that  
6 I signed. This document has no date on. There's no  
7 verification that I ever signed this or that I ever  
8 received this or that it has any pertinence to this case  
9 at all.

10                   It has everything to do with how things are  
11 being done, and there's no verification that this is not  
12 even just a current document.

13                   So I object. It should not be entered into  
14 evidence.

15                   JUDGE COOGAN: Okay. Do you have a response to  
16 that, Ms. Blanco?

17                   MS. BLANCO: Yes, Your Honor. And if you'll  
18 indulge me for just one minute, I'm pulling up Mr.  
19 Goeke's exhibits from the Initial Hearing.

20                   MR. GOEKE: (Indiscernible).

21                   MS. BLANCO: Your Honor, I would refer to the  
22 Court to Exhibit A to Mr. Goeke's letter that was  
23 introduced at the last hearing.

24                   If Your Honor recalls, I made an objection to  
25 entering this exhibit because it's not the complete

1 document, and I referred to the fourth page of the  
2 document, which expressly incorporates the terms and  
3 conditions at a certain address.

4 And Your Honor noted that Comcast is free to  
5 enter those terms and conditions that are referenced in  
6 that agreement at this hearing. These are those terms  
7 and conditions, Your Honor.

8 JUDGE COOGAN: Okay. I hear what you're  
9 saying, Mr. Goeke, and I hear what you're saying, Ms.  
10 Blanco, you know. It's -- you know, I'd like to just  
11 have it admitted into the record, you know.

12 I'll look back at the full records when I get  
13 it and your point, Mr. Goeke, as well as what you're  
14 saying, Ms. Blanco, and, you know, it's just something  
15 I'm gonna have to look at in more detail when I come to  
16 write a decision if this is an issue that needs to be  
17 disposed of when we get there.

18 So I'll overrule the objection, and I'll admit  
19 what's been marked as Comcast Exhibit 1 into the record.

20 MR. GOEKE: Can I --

21 JUDGE COOGAN: And --

22 MR. GOEKE: -- just ask a question?

23 JUDGE COOGAN: Okay. Well, what's the  
24 question?

25 MR. GOEKE: What (indiscernible) page 4 was she

1 referencng that --

2 JUDGE COOGAN: Wait. Wait, I'm sorry. Well,  
3 let me -- if you're asking -- let me -- it's a question  
4 you can ask him in cross-examination. It sounds like  
5 that's what you're about to ask. Do you want to ask him?

6 MR. GOEKE: No. You allowed this in based on  
7 her.

8 JUDGE COOGAN: Yeah. But you can still --

9 MR. GOEKE: I'm confused.

10 JUDGE COOGAN: Okay. You can -- even though I  
11 admit it into the record, you can still ask him a  
12 question about it. So just wait 'til -- if you have a  
13 question for Mr. Sutherland -- so I'm sorry. Is it  
14 Sullivan (phonetic) or Sutherland? I'm sorry.

15 MS. BLANCO: Sutherland, Your Honor.

16 JUDGE COOGAN: Sutherland. Okay. If you have  
17 a question for Mr. Sutherland about the documents, that's  
18 fine. You can ask it on cross-examination, but I'm going  
19 to admit this into the record.

20 And, Mr. Magness, are you -- you're from  
21 Sargent's, right?

22 COURT REPORTER: I'm sorry. I'm from CRC  
23 Salomon.

24 JUDGE COOGAN: Oh, CRC Salomon.

25 COURT REPORTER: That's correct.

1 JUDGE COOGAN: Okay. Could you give -- could  
2 you -- and so, Ms. Blanco, I'll ask you to please -- if  
3 you could please remark that exhibit as Comcast Exhibit 1  
4 and send it to Mr. Magness or CRC Sullivan (sic). Do you  
5 want to wait to the end, Mr. Magness, to give the email  
6 address for sending exhibits, or do you want to give it  
7 now?

8 COURT REPORTER: Yeah, yeah. I'd be happy to  
9 give that at the end.

10 JUDGE COOGAN: At the end? Okay. Okay.

11 Well, so what was marked as Comcast Exhibit 1  
12 is admitted into the record.

13 (Whereupon, Comcast Business  
14 Communications' Exhibit 1 was  
15 admitted into evidence.)

16 JUDGE COOGAN: So go ahead with the testimony,  
17 Ms. Blanco.

18 MS. BLANCO: Thank you, Your Honor.

19 BY MS. BLANCO:

20 Q. Mr. Sutherland, are you aware of any specific  
21 outages or interruptions that affected Mr. Goeke's  
22 account during the period at issue in the Formal  
23 Complaint?

24 A. I'm sorry. Could you clarify that time period?

25 Q. Yes. So as I understand it, the Formal

1 Complaint relates -- well, the testimony at the last  
2 hearing related to 2016 to now, but what I'm asking about  
3 is what's in the Formal Complaint, which is from the end  
4 of 2024 until 2025.

5 A. I don't have specific knowledge of any other  
6 outages at that time. That's not to say there weren't  
7 any, but I don't have -- as I say, my focus was on the  
8 delay in the porting process, which I believe to be the  
9 primary focus of the complaint.

10 Q. Understood. So can you explain in general the  
11 process for disconnecting a business account at Comcast?

12 A. There are a couple of different ways of  
13 connecting a business account. One way is to call in to  
14 our Loyalty Department to speak to an agent, who will  
15 submit or who will send to the customer of what's called  
16 a Voluntary Disconnect Form, which the customer would  
17 sign and return to Comcast, which we would then process  
18 and disconnect the account.

19 However, in the case of when the customer has a  
20 telephone line and ports out that telephone line or all  
21 the telephone lines within that account, that will  
22 automatically -- once the port has completed on that  
23 account, that will automatically close the -- at least  
24 the voice or the telephone portion of that account.

25 Q. You mentioned that there was a porting delay,

1 an issue with porting. Can you explain briefly what  
2 happened in that porting process?

3 A. The testimony that was provided by Mr. Padgett  
4 was what I understand to be the case. There was a  
5 mismatch or misalignment on the information that was  
6 required between the porting systems that we use or the  
7 applications that we use in order to port telephone  
8 numbers.

9 And it wasn't until those misalignments were  
10 corrected via a manual intervention that we were able to  
11 go ahead and complete the porting process.

12 Q. So and Mr. Padgett mentioned this as well, but  
13 do you agree that the delay in the porting process  
14 impacted how quickly Mr. Goeke's business account could  
15 be disconnected?

16 A. Absolutely. Under FCC Regulations, we are not  
17 allowed to port a number on an account that is not fully  
18 active. Therefore, you know, it's imperative when we  
19 know that a number -- you know, a customer is seeking to  
20 port a number to another carrier that we maintain that  
21 account as active until the porting process is complete.

22 Q. When Mr. Goeke's account was finally  
23 disconnected after the porting process was complete, was  
24 the disconnect backdated for Mr. Goeke?

25 A. It was. The disconnect was keyed in our

1 billing systems in June of 2025. However, the effective  
2 date, which is the date the billing stops, was backdated  
3 to April of 2025. So we did basically or effectively  
4 cancel out any payments required for those two months so  
5 that the customer wouldn't be charged for the account  
6 being kept open in order to complete that porting  
7 process.

8 Q. And do you know how much that total amount of  
9 fees that ultimately were not charged to Mr. Goeke came  
10 out to?

11 A. Mr. Goeke, from my understanding, his monthly  
12 payment at that time was around \$215. So basically, for  
13 two months, we didn't charge that \$215. So it comes to a  
14 total of around \$430.

15 Q. Were there other charges that were on Mr.  
16 Goeke's account outside of this \$430 that were credited  
17 to Mr. Goeke?

18 A. Yes. There were some payments on there and  
19 some credit card payments that had been reversed, which  
20 increased the balance on Mr. Goeke's account. However,  
21 on disconnecting the service in June, an additional  
22 credit of \$615 was placed on the account in order to kind  
23 of zero out all balances and all charges on that account.

24 Q. All right. When you say that the charges were  
25 reversed, what do you mean?

1           A.    There's two ways to basically credit an account  
2 in Comcast.  You can backdate the service when you do the  
3 disconnect, which basically just removes the charges, or  
4 if that's not a possibility, we can actually credit an  
5 account.  We add, you know, a credit balance to the  
6 account via just -- we have a way to enter that in the  
7 billing systems that we have, to say that we're crediting  
8 this account by a certain amount of money.

9           Q.    Are you familiar with any chargebacks that Mr.  
10 Goeke made to Comcast during this period?

11          A.    Can I clarify?  When you say chargebacks, do  
12 you mean credit card chargebacks?

13          Q.    Yes.  Yeah.  Are you familiar with any credit  
14 card chargebacks Mr. Goeke made during this period?

15          A.    Yes.  The -- we have four chargebacks, Visa  
16 chargebacks, from 2/21 through 5/21.

17          Q.    And what did Comcast do with those chargebacks,  
18 if anything?

19          A.    A chargeback is basically a payment that's  
20 being -- that has been reversed.  So the payment that was  
21 made on the time for that particular payment is then  
22 added back -- you know, when the payment's made on the  
23 account, obviously, that payment amount is subtracted  
24 from, you know, the amount owed by the customer.  But  
25 when there's a chargeback, that same amount is added back

1 on to the balance.

2 Q. So is -- are the chargebacks included in either  
3 of the two numbers you mentioned, the \$430 or the \$615  
4 number?

5 A. The chargebacks would have been -- the total of  
6 the chargebacks would have been on the balance that  
7 remained on the account when we closed the account. So  
8 the \$615, if any of those -- it's hard to say if they're  
9 directly related, but the \$615 -- any balance that  
10 remained on the account at that point was eliminated by  
11 the \$615 credit.

12 Q. So I guess just to summarize all that because  
13 that was a lot of numbers. So Comcast returned to Mr.  
14 Goeke \$430 for the backdated business account. Is that  
15 fair?

16 A. Yes.

17 Q. And there was another \$615 that were also  
18 reversed on his account, meaning he didn't have to pay  
19 them. Is that also fair?

20 A. Yes.

21 Q. All right. And then the four chargebacks that  
22 Mr. Goeke did through his credit card, those were --  
23 Comcast didn't dispute them. Is that fair?

24 A. They're part of the overall balances. So I'm  
25 not kind of quite sure what's the best way to explain

1 **that.**

2 Q. So I guess I'll ask another way. Does Mr.  
3 Goeke have any sort of credit or outstanding balance on  
4 his account as we sit here today?

5 **A. No. No. The account is totally like zero.**  
6 **Comcast doesn't owe anything to Mr. Goeke, and Mr. Goeke**  
7 **owes nothing to Comcast.**

8 Q. How does Comcast in general communicate with  
9 customers when an account is disconnected or credited or  
10 an adjustment in billing happens?

11 **A. There's no formal communication in those cases.**  
12 **The customer's billing would be reflected on the last,**  
13 **you know, billing statement that they would receive, and**  
14 **also, if they have a portal account, they can check**  
15 **electronically on the status of the ledger on their**  
16 **account.**

17 Q. Was Mr. -- so was Mr. Goeke notified about the  
18 backdating and the credit that was applied to his account  
19 at any point in this process?

20 **A. I believe there was emails to Mr. Goeke on the**  
21 **credits that had already been submitted or the credits**  
22 **that had --**

23 Q. Are --

24 **A. -- been submitted.**

25 Q. Sorry for interrupting you. Are you familiar

1 at all with an equipment fee that was placed on Mr.  
2 Goeke's account at some point?

3 **A. I believe I did see that in reviewing the**  
4 **account, yes.**

5 Q. And do you know if that equipment fee was  
6 erased from Mr. Goeke's account?

7 **A. I believe that was part of the \$600 -- I was**  
8 **saying \$615 credit. It's actually \$618, but I believe**  
9 **that was part of that credit balance.**

10 Q. Okay. Is there anything else you'd like to add  
11 about Mr. Goeke's complaint and Comcast's reactions or  
12 attempts to resolve Mr. Goeke's complaints? And I say  
13 that with the caveat that obviously conversations with  
14 your attorneys or Comcast attorneys should not be  
15 discussed. But in terms of what you understand your team  
16 did to resolve Mr. Goeke's complaints.

17 **A. Only that I understand that there was a process**  
18 **here that obviously didn't go as, you know, we would plan**  
19 **and is not the way that we would expect that process to**  
20 **have. And we understand that those -- we are -- you**  
21 **know, we didn't provide the immediate, you know, service**  
22 **that was asked for or requested and expected at the time.**

23 **But we have, you know, since then tried to make**  
24 **sure that, you know, any payments or any charges that**  
25 **were because of any errors on our side or any kind of**

1 **fallout on our side, that we did try to give recompense**  
2 **to the customer.**

3 Q. Thank you. And just one more question. Was  
4 Mr. Goeke refunded for that period of time when his  
5 services -- when Comcast wasn't able to provide the  
6 service he was requesting?

7 **A. For the two months, yes.**

8 MS. BLANCO: Thank you. I have nothing  
9 further, Your Honor.

10 JUDGE COOGAN: Okay. Thank you.

11 Mr. Goeke, do you have any questions for Mr.  
12 Sutherland?

13 MR. GOEKE: Yes, Your Honor.

14 CROSS-EXAMINATION

15 BY MR. GOEKE:

16 Q. Mr. Sutherland, you testified that you were  
17 looking at this case -- was it since July of 2025? Is  
18 that -- was that your testimony?

19 **A. That is correct, yes.**

20 Q. And are you familiar with any service  
21 interruptions was the question you were asked, and did  
22 you say no?

23 **A. I did say no because the matter that was**  
24 **brought to my attention at that time was specifically**  
25 **related to the delay in the porting process.**

1 Q. Did you at any time investigate the previous  
2 months, June, July, April, March, May for service  
3 interruptions?

4 **A. I did not. As I said, the specific matter that**  
5 **I was asked to review was the porting delay.**

6 Q. Okay. So you're not -- so you didn't even  
7 investigate if there was service interruptions is what  
8 you're saying, right?

9 **A. Correct.**

10 Q. Okay. So you said you were -- there was some  
11 credit that were reversed credit charges -- credit card  
12 charges that were reversed. You said that you were  
13 familiar with those?

14 **A. Yes.**

15 Q. And did your company, Comcast, reverse credit  
16 card charges?

17 **A. I believe we did because that was the -- your**  
18 **credit card company reversed the charges on us. So we**  
19 **then made sure to reflect that reveal on the billing**  
20 **statement.**

21 Q. Are you familiar with before those credit card  
22 charges -- credits came back to me, that those charges  
23 went into collections?

24 **A. Yes. I believe I did understand that because,**  
25 **at that time, those credit card reversals would have**

1 created a positive balance on the account, which, I  
2 think, would have automatically triggered the credit and  
3 debt collections process.

4 Q. So you didn't -- so Comcast did not reverse any  
5 credit card charges. Is that correct?

6 A. We did with the credit that was applied to the  
7 account.

8 Q. No. The credit card itself. You originally  
9 testified that Comcast reversed the credit card charges.  
10 Is that correct or not, the charges themselves from the  
11 credit card company?

12 A. If I understand your question correctly, we did  
13 apply any charges that had been fulfilled by the credit  
14 card, that when the chargeback request come back, we did  
15 that amount back to the account at that time.

16 Q. So you're saying you reversed mistakes. Is  
17 that what you're saying?

18 MS. BLANCO: Objection, Your Honor.

19 JUDGE COOGAN: Okay, yeah. I'll sustain that.  
20 I mean, I don't want to ask -- you know, you can make  
21 that argument in the closing statement, but I don't think  
22 Mr. Sutherland is gonna be able to answer that.

23 So go ahead. If you'd continue with your next  
24 question, Mr. Goeke.

25 BY MR. GOEKE:

1 Q. Yeah. And Ms. Blanco asked you, Mr.  
2 Sutherland, if the \$150 charge for the equipment fee, was  
3 that reversed? Was that part of the \$615 that you were  
4 talking about? Was that included --

5 A. Yes.

6 Q. -- in that?

7 A. Yes, that's correct.

8 Q. You said, "Yes, it was?" All right. I thought  
9 you said you weren't sure, but now, you're saying it is  
10 correct.

11 A. Yes. From --

12 MS. BLANCO: Objection, Your Honor.

13 THE WITNESS: -- reviewing this  
14 (indiscernible).

15 MS. BLANCO: (Indiscernible).

16 JUDGE COOGAN: Wait. Okay. Sorry. Okay.

17 MR. GOEKE: Can I ask you --

18 JUDGE COOGAN: Wait. Wait, wait, wait, wait,  
19 wait, wait, wait. Okay, you know. Okay. What's the  
20 objection, Ms. Blanco?

21 MS. BLANCO: The objection is that it misstates  
22 his testimony.

23 JUDGE COOGAN: Okay. Well, you know, you know,  
24 as I was saying about cross-talk, I think the objection  
25 and the answer and a follow-up question all happened at

1 the same time.

2 So, you know, I'll let the record speak for  
3 itself, and -- but your objection is noted. So I'll  
4 overrule it.

5 But go ahead, Mr. Goeke.

6 MR. GOEKE: Thank you, Your Honor.

7 BY MR. GOEKE:

8 Q. So Mr. Sutherland, you've reviewed my billing  
9 from Comcast for -- how far back did you look on my  
10 billing statements?

11 A. I looked -- I reviewed the account until the --  
12 prior to the, you know, the complaint period, which back  
13 to kind of earlier this year.

14 Q. So would you say March, April?

15 A. March.

16 Q. Okay. Having reviewed my billing since March,  
17 would you think in your estimation that it was confusing?

18 MS. BLANCO: Objection.

19 JUDGE COOGAN: Mr. Goeke, your response to that  
20 objection?

21 MR. GOEKE: Well, he wasn't sure about the \$150  
22 charge, and my whole point is, with the billing  
23 confusion, it's very confusing, and I'll --

24 JUDGE COOGAN: Okay. I'll --

25 MR. GOEKE: -- it's all verified there.

1 JUDGE COOGAN: Okay, you know. I know it's  
2 some line drawing here about characterization, but I  
3 mean, to the -- I'll overrule the objection.

4 I mean, to the extent you can answer that  
5 question, Mr. Sutherland, can you answer that question  
6 about -- that Mr. Goeke asked? If you need him to repeat  
7 it, let me know.

8 THE WITNESS: I will answer in that we do get  
9 complaints sometimes as a company that our billing can be  
10 confusing, and it can be difficult to follow. There's a  
11 lot of different charges on there.

12 So, you know, my -- I just wanted to be precise  
13 in the information I'm giving when I review the billing  
14 to answer these questions.

15 MR. GOEKE: Okay. Thank you. Would you -- one  
16 more question, just to clarify. I'm sorry if it's  
17 repetitive. I mean, I'll -- no, that's enough of that.  
18 I have no more questions.

19 JUDGE COOGAN: Okay. Thank you.

20 Ms. Blanco, any redirect?

21 MS. BLANCO: Yes, Your Honor.

22 REDIRECT EXAMINATION

23 BY MS. BLANCO:

24 Q. Mr. Sutherland, I just want to walk through the  
25 credits that were applied to Mr. Goeke's account just so

1 that the record is clear. There were -- let's start with  
2 the backdated business account charges. How much was Mr.  
3 Goeke's account back -- or, excuse me -- how much was Mr.  
4 Goeke's account credited for the period during which he  
5 did not have the port complete?

6 **A. The total credit would have been for two**  
7 **months, which would have been \$430.**

8 Q. Okay. Then, there were a series of chargebacks  
9 that Mr. Goeke initiated on his credit card related to  
10 charges that were Comcast-related on his credit card. Is  
11 that fair?

12 **A. Yes.**

13 Q. Okay. Comcast originally placed those  
14 chargebacks on Mr. Goeke's bill as an amount Mr. Goeke  
15 owed. Is that accurate?

16 **A. Yep.**

17 Q. Did Comcast, at some point, erase those  
18 chargebacks or somehow credit them so that the balance on  
19 Mr. Goeke's account was zero, such that he didn't return  
20 -- he didn't need to return the Visa chargeback money to  
21 Comcast?

22 **A. That's correct, yes.**

23 Q. Okay. And Mr. Goeke asked about the equipment  
24 rental fee. The equipment rental fee was \$150, and that  
25 was on Mr. Goeke's account. Is that fair?

1           **A.    Yes.**

2           Q.    Okay.  And was that ever credited to Mr.  
3 Goeke's account, such that he didn't owe that money to  
4 Comcast?

5           **A.    That was included in the credit amount, the  
6 \$618, the credit amount that was applied to the account.**

7           Q.    When people call Comcast about confusing  
8 billing, what does Comcast do if you know?

9           **A.    We -- yeah.  We typically walk through -- our  
10 Customer Training Representatives walk through the  
11 customer to line by line on the bill or billing statement  
12 to explain, you know, charges, credits, adjustments, and  
13 anything else that might be on -- that might be reflected  
14 on that statement.**

15          Q.    So in other words, Comcast tries to help people  
16 understand whatever they're confused about on their  
17 bills?

18          **A.    Absolutely.  Yes.**

19          MS. BLANCO:  I have nothing further, Your  
20 Honor.

21          JUDGE COOGAN:  Okay, okay.  All right.  I don't  
22 have any questions for you, Mr. Sutherland, so thank you  
23 very much for your testimony.  You're excused.

24          MR. SUTHERLAND:  Thank you, Your Honor.

25          JUDGE COOGAN:  Okay, thank you.

1           Okay. So it's 11:50. The last thing we have  
2 to do is closing statements. So usually, they're pretty  
3 brief.

4           So you could just summarize, you know, going  
5 back to the first hearing we had -- Mr. Goeke, I'll let  
6 you go first. So just summarize what you showed in your  
7 testimony and what you heard today and why you think your  
8 case was made if that's still your position.

9           If you would like to respond to the motion to  
10 dismiss and the jurisdictional issues brought up, feel  
11 free to do so now, but I'll also just note to you that  
12 you have until November 10th to file a written response  
13 to that motion.

14           So but you can also -- I mean, I'd -- if you  
15 want to file a response, I'd advise you to file it in  
16 writing, so it's clearly on the record. But if you want  
17 to make any argument about that now, you could do that,  
18 too, and then I'll give Ms. Blanco a chance to do a  
19 closing statement. But, you know, everything should be  
20 relatively brief. Maybe we'll be done by 12:00.

21           So and then I'll just give a little bit of  
22 closing instructions, and then we'll be done.

23           But so go ahead, Mr. Goeke, whenever you're  
24 ready, if you want to make a closing statement.

25           Are you there, Mr. Goeke? Maybe you're on mute

1 or --

2 MR. GOEKE: Yeah, I'm sorry, Your Honor. I was  
3 on mute.

4 JUDGE COOGAN: I mean -- oh, that's okay.  
5 Okay.

6 MR. GOEKE: Yes, Your Honor.

7 JUDGE COOGAN: Go ahead.

8 CLOSING ARGUMENT OF MR. GOEKE

9 MR. GOEKE: Yes. My whole complaint was  
10 originally to get my porting done expediently and my  
11 charges reversed that I didn't receive service.

12 I also testified that I asked Comcast to  
13 reverse charges as far back as October when I didn't have  
14 internet service at the end of the month, and I couldn't  
15 file my tax returns. And I -- as I submitted the bills  
16 that -- the fees that I -- the filing fees that I had --  
17 penalties that I had from not filing those quarterly  
18 filings for my business on time.

19 I'm asking that everything could be reviewed,  
20 and I gave and submitted this contract that I originally  
21 signed with Comcast Business. I do object to the  
22 additional evidence, which was submitted or allowed to be  
23 submitted on Ms. Blanco's Exhibit 2. I continue to say  
24 anything that's written there could have been written at  
25 any time. Obviously, there's no date on those things,

1 and I did not sign anything there.

2           So excuse me. I did receive money -- I mean, I  
3 didn't receive money, but the -- when we had the original  
4 hearing in August, I had disputed the credit card  
5 charges, and I did establish that my -- they -- my  
6 challenge to the credit card charges was not disputed by  
7 Comcast, but rather, they immediately put it on the bill  
8 and immediately into collection.

9           And that is business practices, which in my  
10 understanding of business practices, if you do that  
11 immediately, you're trying to strongarm somebody to pay  
12 their -- you're trying to strongarm the situation instead  
13 of trying to work with the person.

14           They didn't work with me with the billing when  
15 I asked for relief in October, and they held up the  
16 porting process.

17           I hope that, as a result of all this, my  
18 porting process will not be held up again when I leave  
19 Xfinity. My whole issue with Xfinity and Comcast was  
20 verified that they choose to call themselves a company  
21 that's the same when it's convenient for them, and  
22 they're separate also when it's convenient for them.

23           I don't believe that the testimony today  
24 verifies that my service was VoIP. Just the first  
25 witness today testified that the phone was bundled to the

1 internet, and there is no charge for the phone if you  
2 look back through the records of what he said.

3 But my business billing shows in Exhibit C  
4 continual bundle for voice in that bundle. It's billed  
5 to me. It was always billed. That voice and the phone  
6 was billed on there. Whether it showed a discount or  
7 not, there was a charge, and it was part of -- so my  
8 voice was charged to me. It wasn't that I just paid for  
9 the internet, and I think he verified that in his  
10 testimony.

11 All my previous testimony should reflect the  
12 fact that they refused to unbundle. It was -- initially,  
13 my service was interrupted. My business was without  
14 phone service for different periods of time. They harmed  
15 my credit.

16 And by refusing to port -- I mean, their  
17 testimony was that there can be problems in porting, and  
18 it could take up to two weeks. But in reality, I tried  
19 to port this phone from the 11th of April, and it wasn't  
20 verified until I got an email, which is in the record,  
21 from Derek on the 12th of June that I had -- the port  
22 process was finalized, and it was done. It was at that  
23 time when I finally disputed the credit card charges for  
24 the past four months.

25 I have had nothing but aggravation with this

1 entire thing. I don't know that Comcast and/or Xfinity  
2 has been on the up-and-up with me and tried to help me as  
3 a customer but seemed to divert the issue to somebody  
4 else every time I spoke with somebody.

5           Whatever the Judge decides, I will be fine  
6 with, Your Honor, and just thanks for the -- thank you  
7 for the opportunity to present this. And I do have more  
8 things on my mind, but I'm not really thinking that I  
9 have those things organized right now to give a real  
10 clear closing argument. So I apologize for that. Thank  
11 you.

12           JUDGE COOGAN: No. That's fine. Yeah. No. I  
13 hear you. Okay. Thank you for your closing statement.  
14 That's totally fine.

15           Okay. Now, I'll turn to Ms. Blanco.

16           Ms. Blanco, similar to what I said to Mr.  
17 Goeke, so if you want to summarize Comcast's position  
18 regarding the substantive issues brought up in the  
19 complaint, but also if you want to discuss anything  
20 related to the motion to dismiss, now would be a good  
21 time to do so, so it's clear for me to reference.

22           And also, I don't know if it's at your  
23 fingertips, if you need to refer to it, but I am  
24 especially interested if you have anything to say about  
25 the very limited circumstances where the Commission does

1 regulate VoIP and whether any of those apply to Mr.  
2 Goeke, you know.

3 That's -- I have it as 73 P.S. § 2251.6. Just  
4 if you have any -- if you have a position now about that  
5 -- I don't think I saw it in the motion -- that would be  
6 helpful. And if you need a second after you finish your  
7 statement to reference that, let me know, you know. We  
8 can take a second, but go ahead, Ms. Blanco, whenever  
9 you're ready.

10 CLOSING ARGUMENT OF MS. BLANCO

11 MS. BLANCO: Your Honor, I would start with  
12 VoIP. This complaint is precluded by VoIP, to the extent  
13 the complaint has existed for as long as it has now, that  
14 is purely a product of Comcast trying to do the right  
15 thing by recognizing that, while the Commission does not  
16 have jurisdiction over these complaints that are  
17 regularly filed by consumers, that it still wants to do  
18 the right thing, and it still wants to help the  
19 consumers, notwithstanding the fact that the PUC doesn't  
20 have jurisdiction.

21 And so Your Honor has made reference to the  
22 fact that Comcast should have done this more  
23 preliminarily, and while that's generally true in a  
24 litigation and I understand obviously as a matter of  
25 practice that would be a little bit more streamlined,

1 Comcast chooses to do this because it wants to work with  
2 the customer and get to a resolution that leaves the  
3 customer happy.

4 And so for that reason, this complaint has  
5 gotten to where it is. But that doesn't change the fact  
6 that the PUC doesn't have subject matter jurisdiction  
7 over this complaint because the services about which Mr.  
8 Goeke complained, as the witness testified today, are  
9 VoIP, and there is not really any getting around that.

10 To the extent Your Honor referenced the  
11 exceptions to the -- excuse me, not the exceptions, but  
12 kind of the limited situations in which the Commission is  
13 permitted to be involved in VoIP situations, I've  
14 reviewed them, Your Honor. They don't apply here. This  
15 just isn't the situation contemplated by the exceptions  
16 to VoIP.

17 And while I think that maybe some creative  
18 argument could try to get one of those exceptions to  
19 apply, that wasn't the purpose of the exceptions. The  
20 exceptions are there because the Commission was -- or,  
21 excuse me -- when the VoIP law was written, there had to  
22 be something that the Commission could retain  
23 jurisdiction over.

24 But, in general, it's well established that the  
25 Commission does not have jurisdiction over VoIP services,

1 again, unless it's those very, very, very limited  
2 situations, which -- none of which apply here.

3 Moving on to the substance, Mr. Goeke, as the  
4 Complainant here -- as Your Honor is well aware -- has  
5 the burden of proof. He had to prove that Comcast was  
6 failing to provide adequate, efficient, safe, and  
7 reasonable service, and he had to do that by a  
8 preponderance of the evidence.

9 What Mr. Goeke has done is -- in my view is  
10 attribute a lot of intent to things that Comcast is  
11 doing, right? He's upset about the fact that the porting  
12 process took long. We heard two Comcast witnesses  
13 explain why that happened. It was a mismatch in the data  
14 they were receiving.

15 That's not a situation where Comcast is  
16 intentionally doing something or even doing something  
17 unsafely, unreliably, inadequately. They're trying to do  
18 the right thing.

19 And the fact of the matter is nothing in life  
20 is perfect and especially not with technology. We  
21 experience technological problems on a daily basis, and  
22 to hold Comcast to a standard that would require it to be  
23 perfect in every single situation, notwithstanding how  
24 many people it's trained to service and the fact that  
25 some of those issues are not attributable to Comcast

1 itself would sent an unprecedented standard that just  
2 isn't appropriate.

3           Much of what Mr. Goeke just talked about in his  
4 closing all related to monetary damages. He's still  
5 complaining about lost business and what the interruption  
6 of service that he alleges caused to him.

7           Those are not damages for which the Commission  
8 can issue Mr. Goeke an award, first and foremost, because  
9 he didn't satisfy his burden of proof, but in addition,  
10 because those are monetary damages.

11           And while the Commission can award refunds, the  
12 testimony today is clear. He did already get a refund.  
13 He got more than -- I think in total it was more than  
14 \$800, \$900 between a \$618 credit refund and a \$430  
15 monthly billing refund that he received. So Mr. Goeke  
16 has been made whole by Comcast for the issues that he  
17 experienced.

18           To the extent he's upset about the credit card  
19 rights and the wrongful business practices, that's a  
20 matter for the Consumer Financial Protection Bureau, not  
21 for the PUC.

22           And, you know, the refusing to cancel his  
23 business account while, you know, the porting process was  
24 happening, the witness explained why that happened. It  
25 is an FCC Regulation that Comcast has to follow. That's,

1 again, not Comcast trying to pull one over on anyone.

2 And just to bring up something that Mr. Goeke  
3 did not actively request in his closing that I heard --  
4 he might have -- but something that got brought up in the  
5 initial hearing, which is, in theory, if Mr. Goeke  
6 satisfies his burden of proof and has adequately proved  
7 that Comcast failed to provide adequate, efficient, safe,  
8 and reasonable service, that a fine can be levied against  
9 Comcast.

10 One, obviously, that fine doesn't go to Mr.  
11 Goeke, but two is Mr. Goeke still has to prove that  
12 Comcast wasn't providing the service it's supposed to be  
13 providing, and again, he didn't do that. But on top of  
14 that, he received substantial refunds and has been made  
15 whole for everything he's experienced.

16 And I say all of that because I empathize with  
17 Mr. Goeke. I understand how frustrating it can be to  
18 deal with companies and to feel like you're not being  
19 made whole. Comcast did what it could in this situation,  
20 and again, Mr. Goeke hasn't established his burden of  
21 proving that Commission did, in fact, violated the PUC --  
22 or, excuse me -- violate the Code in any way.

23 And I just have two more points, which is, one,  
24 to the extent Mr. Goeke doesn't understand Comcast  
25 corporate structure and that causes him confusion,

1 corporate structures for any business are confusing.  
2 That's the nature of nested companies. So that's --  
3 Comcast corporate structure being confusing to him is not  
4 a surprising thing in the grand scheme of corporate  
5 structures being confusing in general for any company,  
6 not just Comcast.

7 The second thing is Mr. Goeke has claimed  
8 interruption of service several times, but one, the  
9 burden on -- of proof on proving the interruption, it's  
10 not on Comcast to disprove it. It is on Mr. Goeke to  
11 prove that he did, in fact, have a business interruption  
12 that is attributable to Comcast service.

13 The second thing is Mr. Goeke has been really  
14 vague on the dates. So it's even hard to pinpoint or  
15 research on Comcast and when, in fact, he's claiming he's  
16 claiming the service interruption happened and whether or  
17 not it was resolved.

18 And so the vagaries prevent Comcast from being  
19 able to present streamlined testimony that actually  
20 discusses, resolves, and speaks to the "interruption of  
21 service" Mr. Goeke has talked about.

22 So for all of those reasons, the preeminent one  
23 being that these are VoIP services over which the  
24 Commission has no jurisdiction, Comcast would ask that  
25 Your Honor dismiss Mr. Goeke's complaint outright, or, at

1 a minimum, not award Mr. Goeke any of the relief he's  
2 requesting. Thank you, Your Honor.

3 JUDGE COOGAN: Okay. Thank you both for your  
4 closing statements. I've heard both of them, and I'll --  
5 you know, when I go back and look at the record and make  
6 my decision, I'll definitely make reference to them. So  
7 thank you.

8 Okay. That's all we need to do for today, and  
9 I think, you know, with that and these two hearings, I  
10 think that's all we need to complete. And so what  
11 happens is I'll receive the transcript within 21 days,  
12 and then within 90 days after that 21 days, I have to  
13 issue my decision within that time.

14 If either party disagrees with my decision, you  
15 can file exceptions, which is essentially an appeal to  
16 the full five-member Commission. That's who I was  
17 referencing before who, you know, will be a second set of  
18 eyes after me on this case, especially if anybody  
19 disagrees with me. But instructions will be provided to  
20 you about how to file exceptions when the decision is  
21 issued.

22 One small wrinkle, though. The motion to  
23 dismiss was filed. I do want to give Mr. Goeke an  
24 opportunity to respond to that, if you'd like to, Mr.  
25 Goeke. So that shouldn't interrupt writing the decision,

1     though, but you have -- so again, Mr. Goeke, if you'd  
2     please by November 10th of this year, please file that  
3     with the Commission if you have any response to that  
4     motion to dismiss, you know.

5             But all that being said, let's -- when I  
6     adjourn, we'll stay on the record, at the very least, if,  
7     Mr. Magness, you can give Ms. Blanco the email address to  
8     the send the exhibits, and also, Mr. Goeke and Ms.  
9     Blanco, you can ask -- I think we did this before, but  
10    you can ask Mr. Magness if you'd like to -- or you can  
11    talk with him about ordering a transcript, but there is a  
12    charge for the transcript.

13            So I think that's it. Is there anything else  
14    from the parties for today? Just any housekeeping  
15    issues, nothing substantive, just anything else.

16            Mr. Goeke, anything else?

17            MR. GOEKE: I don't know that I have anything  
18    else. That's fine with me, Your Honor.

19            JUDGE COOGAN: Okay. Ms. Blanco, anything else  
20    before we go off the record?

21            MS. BLANCO: Nothing else from me, Your Honor.

22            JUDGE COOGAN: Okay.

23            MS. BLANCO: Thank you.

24            JUDGE COOGAN: All right. All right. Well,  
25    thank you, parties, for your participation today. The

1 time is 12:09 p.m., and we are adjourned.

2 (Whereupon, at 12:09 p.m., the proceeding was  
3 adjourned.)

4

5 C E R T I F I C A T E

6

7 I hereby certify, as the reporter, that the  
8 foregoing proceedings were taken by me, and thereafter  
9 reduced to typewriting by me or under my direction; and  
10 that this transcript is a true and accurate record to  
11 the best of my ability.

12

13 CRC SALOMON COURT REPORTING  
14 2201 Old Court Road  
15 Baltimore, Maryland 21208

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19

BY: *Edward Rudow*  
Edward Rudow *Jms*  
Court Reporter

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25

# **EXHIBIT 3**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Robert Goeke	:	
	:	
v.	:	C-2025-3055046
	:	
	:	
Comcast Business Communications LLC	:	

**NOTIFICATION TO THE PARTIES OF OFFICIAL NOTICE**

Pursuant to 52 Pa. Code § 5.408, the presiding officer may take official or judicial notice of facts not appearing on the evidence of the record. In addition, parties are to be provided the opportunity, upon timely request, to show that the facts are not properly noticed or that alternative facts should be noticed. 52 Pa. Code § 5.408(c).

The parties are hereby notified of my intention to take official notice of the following:

(1) On September 11, 2025, the Pennsylvania Public Utility Commission (Commission) issued an Order at Docket No. A-2024-3049237 (Order), approving the Application of Comcast Business Communications, LLC (CBC) for Approval of the Discontinuance and Abandonment of Telecommunications Services to the Public in the Commonwealth of Pennsylvania (Application).

(2) CBC did not offer competitive local exchange service, interexchange service, wholesale services to commercial customers or local interconnection services in Pennsylvania. *See* Order, citing Application.

(3) CBC never had any retail Voice over Internet Protocol (VoIP) customers in Pennsylvania. *See* Order, citing CBC response to Data Request.

(4) The Comcast entity in Pennsylvania that provides VoIP service is Comcast IP Phone, LLC. *See Order, citing CBC response to Data Request.*

(5) As a voluntary contributor to Pennsylvania regulatory funds and to facilitate related reporting, Comcast reported VoIP revenues and lines through its two Competitive Local Exchange Carriers: CBC and Comcast Phone of Pennsylvania, LLC. *See Order, citing CBC response to Data Request.*

(6) CBC did provide wholesale telecommunications inputs to Comcast IP Phone, LLC to enable Public Switched Telephone Network (PSTN) interconnection, but ceased doing so on or about April 21, 2021. *See Order, citing CBC response to Data Request.*

(7) While Comcast IP Phone, LLC continues to provide VoIP service in the state, it obtains PSTN connectivity through alternate third party arrangements and no longer relies on Comcast entities to obtain such connectivity. *See Order, citing CBC response to Data Request.*

(8) To the extent that Comcast IP Phone LLC continues to report retail, intrastate VoIP revenues and line counts, and contributes to regulatory funds, it will do so through Comcast's remaining Competitive Local Exchange Carrier, Comcast Phone of Pennsylvania, LLC. *See Order, citing CBC response to Data Request.*

(9) Comcast Phone of Pennsylvania, LLC is a Commission-regulated entity.

(10) Comcast Phone of Pennsylvania, LLC has not provided and does not provide VoIP service.

(11) Comcast IP Phone, LLC has not been and is not regulated by the Commission.

If any party objects to the notice or wants alternative facts to be noticed, the party must file its position with the Commission, with a copy to the undersigned and the other party, by December 17, 2025. If any party has a response to these objections and alternatives, the party must file its position with the Commission, with a copy to the undersigned and the other party, by January 7, 2026.

Date: December 3, 2025

/s/  
John M. Coogan  
Administrative Law Judge

**C-2025-3055046 - ROBERT GOEKE v. COMCAST BUSINESS COMMUNICATIONS LLC**

*Revised: August 28, 2025*

ROBERT GOEKE  
881 MILTON GROVE ROAD  
MOUNT JOY PA 17552  
717-653-9668  
717-203-8176  
[geck86@msn.com](mailto:geck86@msn.com)  
Served via email December 3, 2025

MATHIEU J SHAPIRO ESQUIRE  
OBERMAYER REBMANN MAXWELL & HIPPEL LLP  
1500 MARKET STREET SUITE 3400  
PHILADELPHIA PA 19102  
215-665-3097  
[mathieu.shapiro@obermayer.com](mailto:mathieu.shapiro@obermayer.com)  
Served via eService December 3, 2025  
*(Counsel for Comcast Business  
Communications LLC)*

MELISSA BLANCO ESQUIRE  
OBERMAYER REBMANN MAXWELL & HIPPEL LLP  
1500 MARKET STREET SUITE 3400  
PHILADELPHIA PA 19107  
215-665-3097  
[melissa.blanco@obermayer.com](mailto:melissa.blanco@obermayer.com)  
Served via eService December 3, 2025  
*(Counsel for Comcast Business  
Communications LLC)*

**CERTIFICATE OF SERVICE**

I, Melissa M. Blanco, hereby certify that I have served a true and correct copy of the foregoing upon the following party via e-mail and First Class Mail:

Robert Goeke  
881 Milton Grove Road  
Mount Joy, PA 17552  
geck86@msn.com

Date: December 17, 2025

/s/ *Melissa M. Blanco*  
Melissa M. Blanco

*Counsel for Comcast Business  
Communications LLC*