



BUSINESS CLASS SERVICE ORDER AGREEMENT 509-S1010

Account Name: El Dorado County Sherrifs Office. Order Type: Renewal ID#: 10339572

CUSTOMER INFORMATION (Service Location)

Address 1	<u>330 FAIR LN</u>	City	<u>Placerville</u>
Address 2	<u>Building A</u>	State	<u>CA</u>
Primary Contact Name	<u>Paul Dold</u>	ZIP Code	<u>95667</u>
Business Phone	<u>(530) 621-6047</u>	County	
Cell Phone		Email Address	<u>doldp@edso.org</u>
Pager Number		Primary Fax Number	
Technical Contact Name		Tech Contact On-Site?	<u>No</u>
Technical Contact Business Phone		Technical Contact Email	
Property Manager Contact Name		Property Mgr. Phone	

ORIGINAL

COMCAST BUSINESS CLASS SERVICES

Selection (X)	
Business Class Voice	
Business Class Internet	X
Business Class TV	
Service Term (Months)	
36	

COMCAST BUSINESS CLASS SERVICES DETAILS

Business Class Voice*				Business Class Packages	
VOICE SELECTIONS	Quantity	Unit Cost	Total Cost	Package Name:	
Full Feature Voice Lines				PACKAGE DESCRIPTION	
Adtl. F.F. Voice Lines w/ pkg.					
4+ Lines					
Basic Lines					
Fax Lines					
Toll Free Numbers					
Voice - eMTA Equipment Fee					

VOICE OPTIONS			Selection(X)	Total Cost
* Voice offers & options not available in all markets.				
Voice mail				
Directory Listing Suppression Fee				
Auto-Attendant				

Business Class Internet*			Business Class TV*		
INTERNET SELECTIONS	Selection(X)	Total Cost	TV SELECTIONS	Selection(X)	Total Cost
Starter			Basic		
Preferred			Information & Entertainment		
Other: Enhanced	X	\$99.95	Standard		
Internet Equipment Fee			Preferred		
INTERNET OPTIONS			TV OPTIONS		
Microsoft Outlook Office Email	X	Included	Sports Pack**		
Web Hosting - Starter	X	Included	Music Choice W/Business Class TV		
Web Hosting - Business			Canales Selecto		
Web Hosting - Commerce			Other Programming		
Web Hosting - Professional			Other Programming		
Static IP - 1			Other Programming		
Static IP - 5	X	\$9.95	TV OUTLETS		
Static IP - 13			Additional Outlets	Quantity	Unit Cost
* Internet selections & options not available in all markets.			HD TV Box Charges		

** Available for Information & Entertainment, Standard & Preferred TV offers only.

COMCAST BUSINESS CLASS TOTAL SERVICE CHARGES

Business Class Installation	Selection(X)	Unit Cost	Total Cost	Total Monthly Service Charge	
Installation Fee	X	\$0.00	\$0.00	\$109.90	
Voice Activation Fee*				Promotional Code (if applicable)	
Auto-Attendant Setup Fee				Less Discount (if applicable)	
Voice Jack Fee				\$0.00	
Toll Free Activation Fee					

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

Total Installation Charges:* \$0.00

* Does not include Custom Installation Fees referenced below.

Total Recurring Monthly Bill:* \$109.90

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

GENERAL SPECIAL INSTRUCTIONS

***Contract Renewal for 36 Months Premium Internet at \$99.95 a month plus 5 existing static ip's at \$9.95 a month Comcast Acct # 8155600510148433 368-SO-910 *** **New contract number 509-S1010**



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ID#: 10339572

COMCAST BUSINESS CLASS INTERNET CONFIGURATION DETAILS

Microsoft Office Communication Services

Microsoft Office Outlook Email Included with Internet Service	
Business Class Internet: Starter	2 Full Access
Business Class Internet: Preferred	4 Full Access
Other: Enhanced	8 Full Access

Equipment Selection	IP Gateway
Business Class Web Hosting	No
Transfer Existing Comcast.net Email	No
Number of Static IPs*	5

* If 5 or 13 Static IPs are requested a STATIC IP JUSTIFICATION FORM is required.

COMCAST BUSINESS CLASS TV CONFIGURATION DETAILS

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

Additional Comments:

OUTLETS 9 & UP QUANTITY

Analog	
Digital	
HDTV	

COMCAST BUSINESS CLASS VOICE CONFIGURATION DETAILS

Phone #	Type	Voicemail

Customer Equipment

Phone System Type (Key System, PBX, Other)

Phone System Manufacturer

Fax Machine Manufacturer

Alarm System Vendor

Point of Sale Device

Telco Closet Location

Toll Free #	Calling Origination Area	Associated TN

Hunt Group Configuration Details

Hunt Group Features Requested (Yes/No)

Hunt Group Configuration Type

Hunt Group Pilot Number

Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	
Standard Industry Code Information	

Additional Voice Details

Caller ID (Yes/No)	
Caller ID Display Name (max 15 characters)	
Call Blocking (Yes/No)	
Auto-Attendant (Yes/No)	No



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CUSTOMER BILLING INFORMATION			
Billing Account Name	<u>El Dorado County Sherrifs Office.</u>	City	<u>Placerville</u>
Billing Name (3rd Party Accounts)		State	<u>CA</u>
Address 1	<u>300 Fair Lane</u>	ZIP Code	<u>95667</u>
Address 2		Billing Contact Email	<u>doldp@edso.org</u>
Billing Contact Nam	<u>P. Dold</u>	Billing Contact Phone	<u>(530) 621-6047</u>
Tax Exempt?*	<u>No</u>	Billing Fax Number	

* If yes, please provide and attach tax exemption certificate.

AGREEMENT

1. This Comcast Business Class Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Class Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, 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 (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

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

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Comcast Business Class Voice service ("Voice") may have the E911 limitations specified below:

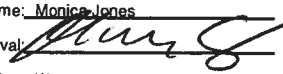
- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

4. 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.

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

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

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx .
Signature: _____
Print: <u>Chairman, Board of Supervisors,</u>
Title: <u>El Dorado County</u>
Date: _____

FOR COMCAST USE ONLY
Sales Representative: <u>Sharie Goree</u>
Sales Representative Code: _____
Sales Manager/Director Name: <u>Monica Jones</u>
Sales Manager/Director Approval: 
Division: <u>West</u>
Lead ID: <u>10339572</u>

Attest: Suzanne Allen de Sanchez, Clerk of the Board of Supervisors,
 By: _____ Date: _____
 Deputy Clerk



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IP Justification Form

Comcast conforms to the North American IP Registry (ARIN) policies regarding IP address allocation. As part of its standard service, Comcast will assign up to eight IP addresses for customer use on their local area network (LAN). Customers can use this form for initial assignments and additional augments. Comcast requires a written justification form for any IP address blocks requested so that we can demonstrate to ARIN that IP addresses allocated to Comcast, or any underlying providers, are being used efficiently.

Per ARIN guidelines (<http://www.arin.net/intro.html>), organizations will be assigned address space based on immediate utilization plus three month and six month projected utilization. Organizations must exhibit a high confidence level in their three month and six month utilization rate and supply documentation to justify the level of confidence.

If you have any questions about the IP assignment policy or process, please refer to ARIN's IP Address Assignment Policy and Procedures, and RFC 2050 that can found at <ftp://www.arin.net/rfc/rfc2050.txt>.

Please complete the following form and submit it to your Comcast sales representative.

Customer Site

Location Name	<u>El Dorado County Sheriff's Office</u>	1
Street	<u>330 FAIR LN</u>	2a
Rm/Ste/FI	<u>Building A</u>	2b
City,State Zip	<u>Placerville,CA 95667</u>	2c
Phone #	<u>(530) 621-6047</u>	2d

Technical Contact

Name(First Last)	<u>P. Dold</u>	3a
Title		3b
Phone #	<u>(530) 621-6047</u>	3c
Email	<u>doldp@edso.org</u>	3d

Note: If more than one domain, use first domain registered.

4. Domain Name: _____

5. Do you have previously assigned addresses from Comcast?: Yes No

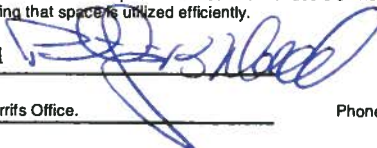
5b. If yes, what addresses were assigned?: _____

6. Number of IP addresses requested/needed within 6 months: 5 **Note: If your organization already has IP space assigned, you must utilize 80% before applying for more IP space.**

7. Use the following Network Table to describe your IP assignments within the next six months. **THIS IS REQUIRED**

IP Number	IP Address (if known)	Below, provide a description of use for each IP requested
1		
2		
3		
4		
5		

I verify that I am authorized to represent the organization below and that the above information is true and correct. I understand that Internet Protocol Version 4 address space is limited and that users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently.

Print Name Phil Dold  Title Contract Administrator

Organization El Dorado County Sherrifs Office. Phone #(day) (530) 621-6047

Email doldp@edso.org Fax 530 642-9473

Phil Dold, Sheriff's Technology Manager, or successor, is the Contract Administrator.



Internet, Phone and TV for Business

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Check your Business Class Email

Existing Customers Login >

Find Products & Services

Search Business Class by service, business size or business type.

Find it Faster

home > terms & conditions

Terms & Conditions

Policies

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

- The Service cannot be resold or otherwise made available to anyone on the Premises or outside the Premises (i.e. wi-fi, "hotspots", or other methods of networking), directly or indirectly, unless done with Comcast's written approval in accordance with an applicable Service plan.
- The Service cannot be made available to anyone other than you or your authorized employees or contractors unless done with Comcast's written approval in accordance with an applicable Service plan.
- The Service cannot be used to send unsolicited bulk or commercial messages or "spam" in violation of the law.
- The Service cannot be used to run servers unless you have selected a Service plan which includes a static or statically assigned IP address.
- If you have selected a Service plan with a static or statically assigned IP address, the Service can be used to host a public website.

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

A new High-Speed 2Go Acceptable Use Policy is available for our Wireless Internet customers.

View the Comcast Customer Privacy Notice.

Comcast Business Services Terms of Service

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

Customer General Terms and Conditions

Current Agreement

- Services purchased after 5/3/09.

View the Comcast Business Services Terms of Service for purchases prior to 5/4/09 >

Comcast Teleworker Terms of Service

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

How Can We Help You?

- I want to start my order >
- I'd like someone to contact me >

For questions or ordering
(866) 608-4419

For 24x7 technical support
(800) 391-3000

Check Availability why?

Input fields for address or phone number

Enter your business phone number or check by address

We respect your privacy - learn more

Comcast vs the Competition



See how Comcast Business Services stacks up against Verizon, AT&T, and Qwest.

Download Comparison Table

Solutions Testimonials



View Testimonials >

Check out what real owners are saying about business solutions from Comcast.



Bundle and Save

Looking for more than one service? Comcast Business Class lets you combine services under one bill and SAVE. View Bundles



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[Existing Customers Login](#)

How Can We Help You?

[I want to start my order](#) >
[I'd like someone to contact me](#) >

For questions or ordering
(866) 608-4419

For 24x7 technical support
(800) 391-3000

Check Availability why?

Enter your business phone number
or check by address

We respect your privacy - [learn more](#)

Comcast vs the Competition



See how Comcast Business Services stacks up against Verizon, AT&T, and Qwest.

[Download Comparison Table](#)

Solutions Testimonials



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Check out what real owners are saying about business solutions from Comcast.

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COMCAST ACCEPTABLE USE POLICY FOR BUSINESS SERVICES HIGH-SPEED INTERNET

Contents

- I. Prohibited Uses and Activities
- II. Customer Conduct and Features of the Service
- III. Network Management and Limitations on Data Consumption
- IV. Violation of this Acceptable Use Policy
- V. Copyright and Digital Millennium Copyright Act Requirements

Why is Comcast providing this Policy to my business?

Comcast's goal is to provide its customers with the best commercial cable Internet service possible. In order to help accomplish this, Comcast has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of Business Services Comcast High-Speed Internet service (the "Service"). This Policy is in addition to any restrictions contained in the Business Services Customer Terms and Conditions (the "Business Services Agreement") - a copy of which may be obtained by calling 800-391-3000. The Frequently Asked Questions (the "FAQs"), may be obtained by calling 800-391-3000 and includes explanations of how Comcast implements and applies many of the provisions contained in this Policy. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Business Services Agreement.

What obligations does my business have under this Policy?

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

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

Comcast may revise this Policy from time to time. For a copy of this document, please call 800-391-3000. Comcast will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the Comcast Business Services Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Comcast announcements they receive and regularly visit the Comcast Business Services Web site and review this Policy to ensure that their activities conform to the most recent version. Your business can send questions regarding this Policy to, and report violations of it at, <http://security.comcast.net/get-help/contact-comcast-security.aspx>. To report a child exploitation incident involving the Internet, go to <http://security.comcast.net/get-help/report-a-security-threat-or-scam.aspx#childPornography>.

I. Prohibited Uses and Activities

What uses and activities does Comcast prohibit?

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

Conduct and information restrictions

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful,

- threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as "spam";
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- use IRC (Internet Relay Chat) or other chat services or tools to flood chats, establish more than two (2) concurrent chat connections per device at any time, or use unattended clones, bots, or other automated programs to engage in chats;
- falsify, alter, or remove message headers;
- falsify references to Comcast or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

Technical restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for your business, logging into or making use of a server or account your business is not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by Comcast or any third party, except that your business may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- service, alter, modify, or tamper with the Comcast Equipment or Service or permit any other person to do the same who is not authorized by Comcast;

Network and usage restrictions

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions or tools implementing authorized internal business policies), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Comcast (or Comcast supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Comcast (or Comcast supplier) facilities used to deliver the Service;
- make the Service available to anyone other than your business or your business' authorized employees, contractors, or users (i.e. members of the public, customers of an establishment, hotel or motel guests and patrons, or persons in a residence hall or apartment building) unless done with Comcast's written approval in accordance with an applicable Business Services Agreement;
- resell the Service or otherwise make available to anyone outside the Service Location(s) the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by the applicable Business Services Agreement;
- connect the Comcast Equipment to any computer outside of your business' Service Location(s);

- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
- interfere with Comcast's ability to control or block ports for safety and security purposes and as part of its overall network management;
- interfere with Comcast's use and control of its domain name server ("DNS") used in connection with the Service; and
- accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). Your business may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless expressly permitted by the applicable Business Services Agreement.

II. Customer Conduct and Features of the Service

What obligations does my business have under this Policy?

In addition to being responsible for its own compliance with this Policy, your business is also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an employee, contractor, customer, or guest with access to your business' Service account.

Therefore, your business must take steps to ensure that others do not use your business' account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of all Service logins and passwords. In all cases, your business is solely responsible for the security of any device it chooses to connect to the Service, including any data stored or shared on that device.

It is also your business' responsibility to secure the Customer-Provided Equipment and any other Service Location(s) equipment or programs not provided by Comcast that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does Comcast address inappropriate content and transmissions?

Comcast reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to Comcast's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Comcast nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on online storage features such as websites and servers) made on the Service. However, Comcast and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Business Services Agreement, and applicable law.

What requirements apply to electronic mail?

The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I in this Policy. As described below in Section III of this Policy, Comcast uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer). Comcast's anti-spam approach is explained in the FAQs at https://businessclass.comcast.net/wpportal/bizportal.portal?_nfpb=true&_pageLabel=wpHelp.

Comcast is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address(es) by your business or by someone else trying to send e-mail to your business or its employees, contractors, or users. Comcast is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at Comcast's sole discretion. In the event that Comcast believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Comcast (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Comcast may at any time reserve any identifiers on the Service for Comcast's own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

Comcast Service plans limit the storage of messages on Comcast's systems to a set number of days and may set a fixed upper limit on the size and/or number of messages that you may send or receive through the Service. See the FAQs at https://businessclass.comcast.net/wpportal/bizportal.portal?_nfpb=true&_pageLabel=wpHelp for specific information about e-mail storage and sending and receiving limits. Neither Comcast nor any of its suppliers shall have any liability for the deletion of, or failure to store, messages or of the mis-delivery of, failure to deliver or the untimely delivery of messages.

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

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

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

What requirements apply to web hosting services?

As part of the Service, Comcast provides various web hosting services that your business can subscribe to and which include, among other features, domain name hosting, website hosting, file storage, and file transfer (collectively, the "Web Hosting Services"). Your business is solely responsible for any information that it or others publish or store on the Web Hosting Services. Your business is also responsible for ensuring that all content made available through the Web Hosting Services is appropriate for those who may have access to it. For example, your business must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Comcast reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Section I in this Policy. For purposes of this Policy, "material" refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Comcast may remove or block content contained on your business' Web Hosting Services and terminate its Web Hosting Services and/or your business' use of the Service if we determine that your business has violated the terms of this Policy.

What requirements apply to my business' Service account internet reputation?

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

Comcast reserves the right to suspend or terminate Service accounts when your business' use of the Service or any of its features, such as Web Hosting Services, negatively impacts Comcast's reputation as determined in its sole discretion. For example, any use of the Service or its features that results in your business' Service account, or any associated Comcast information, being listed on, for example, spam reporting web sites such as Spamhaus, SBL, ROKSO, TrendMicro Maps, or SenderScore Blocklist, or anti-phishing or anti-spyware services, may result in Comcast suspending or terminating your business' Service account. In these situations, Comcast prefers to work directly with your business to address the problems causing the harm to Comcast's reputation so that they do not happen again.

III. Network Management and Limitations on Data Consumption

Why does Comcast manage its network?

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

The need to engage in network management is not limited to Comcast. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that Comcast does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy,

Comcast can deliver the best possible broadband Internet experience to all of its customers. For a copy of the Comcast Business Services Network Management Policy, please call 800-391-3000.

How does Comcast manage its network?

Comcast uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Business Services Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that Comcast may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

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

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

If your business uses the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, Comcast may, in its sole discretion, suspend or terminate your business' Service account or request that it subscribe to a different version of the Service if it wishes to continue to use the Service at higher data consumption levels. Comcast may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Business Services Agreements. Comcast's determination of the data consumption for Service accounts is final.

IV. Violation of this Acceptable Use Policy

What happens if your business violates this Policy?

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

How does Comcast enforce this Policy?

Comcast does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Comcast has no obligation to monitor the Service and/or the network. However, Comcast and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Comcast users.

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

Comcast reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Comcast's servers and network. During an investigation, Comcast may suspend the

account or accounts involved and/or remove or block material that potentially violates this Policy. Your business expressly authorizes and consents to Comcast and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your business' Service account, Comcast is authorized to delete any files, programs, data, e-mail and other messages associated with your business' account (and any secondary accounts).

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

Your business agrees to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your business' indemnification will survive any termination of the Business Services Agreement.

V. Copyright and Digital Millennium Copyright Act Requirements

What is Comcast's DMCA policy?

Comcast is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, your business may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Comcast's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Comcast, in its sole discretion, believes is infringing these rights. Comcast may terminate the Service at any time with or without notice for any affected customer or user.

How do copyright owners report alleged infringements to Comcast?

Copyright owners may report alleged infringements of their works that are stored on the Service or the Web Hosting Services by sending Comcast's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Comcast's receipt of a satisfactory notice of claimed infringement for these works, Comcast will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Web Hosting Services or (ii) disable access to the work(s). Comcast will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

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

J. Opperman & M. Moleski
Comcast Cable Communications, LLC
701 East Gate Drive, 3rd Floor
Mount Laurel, NJ 08054 U.S.A.
Phone: 888.565.4329
Fax: 856.324.2940
Email: dmca@comcast.net

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

What can customers do if they receive a notification of alleged infringement?

If your business receives a notification of alleged infringement as described above, and it believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then your business may send a counter notification to Comcast. Upon Comcast's receipt of a counter notification that satisfies the requirements of DMCA, Comcast will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, your business expressly agrees that Comcast will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

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

Revised and effective: February 18, 2010



Bundle and Save

Looking for more than one service? Comcast Business Class lets you combine services under one bill and SAVE. [View Bundles](#)



HELP | ABOUT US

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[Existing Customers Login >](#)

How Can We Help You?

[I want to start my order >](#)
[I'd like someone to contact me >](#)

For questions or ordering
(866) 608-4419

For 24x7 technical support
(800) 391-3000

[Check Availability why >](#)

Enter your business phone number
or check by address

We respect your privacy - [learn more](#)

Comcast vs the Competition



See how Comcast Business Services stacks up against Verizon, AT&T, and Qwest.

[Download Comparison Table](#)

Solutions Testimonials



[View Testimonials >](#)

Check out what real owners are saying about business solutions from Comcast.

[home > privacy statement](#)

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[Find It Faster](#)

Privacy Statement

Privacy Practices and Feedback

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

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

Questions regarding this statement should be directed to Comcast through one of the Contact Us forms you will find on the website, or by mailing a notice to:

Comcast Corporation
One Comcast Center
Philadelphia, PA 19103
Attention: Comcast.com Privacy Feedback

Information Collection and Use

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

What categories of personally identifiable information do we collect?

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

To make use of some features on our website visitors and users need to register and provide certain information as part of the registration process. We may ask, for example, for your name, e-mail address, street address, zip code, and, if you wish to automate payments, financial account information. We might also request information about your residence, television, and computer, for example, in order to process your request for new service or make changes to existing service. In addition, we may ask you for information about your interests in television viewing, sports, personal finance, the performing arts, and the like. The information you supply will help us to offer you more personalized features, complete the particular function of the website you are using, and tailor our website to your interests to make it more useful to you. Our systems will remember some of this information the next time you log in and use our website, but you can always review and change your information by following the instructions below under Changes to Information in this statement.

The more you tell us about yourself, the more value we can offer you. Supplying this information is entirely voluntary. But if you choose not to supply the information, we may be unable to provide you

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

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

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

What do we do to personalize your use of this website?

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

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

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

In connection with the standard operation of Comcast's systems, certain non-personally identifiable information about visitors to this website is recorded. This information is used primarily to tailor and enhance visitors' experience using the website. We may use this information in an aggregate, non-personally identifiable form to, among other things, measure the use of our website and determine which products and services are the most popular with website visitors.

We may also use an advertising network provider (or providers) to help present advertisements or other content on this website. This advertising network provider uses cookies, web beacons, or similar technologies on the hard drive of your computer to serve you advertisements or content tailored to interests you have shown by browsing on this and other websites you have visited. It also helps determine whether you have seen a particular advertisement or content before and in order to avoid sending you duplicates. In doing so, the advertising network provider collects non-personally identifiable information such as your browser type, your operating system, web pages visited, time of visits, content viewed, ads viewed, and other click stream data.

The use of cookies, web beacons, or similar technologies by these advertising network providers is subject to their own privacy policies, not Comcast's privacy policy for this website. If you do not want the benefits of these advertising cookies, you may opt-out of them by visiting http://www.networkadvertising.org/consumer/opt_out.asp.

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

You may choose to receive, or not receive, promotional e-mails about Comcast's products and services by going to the Internet web page located at www.comcast.com/preferences and following the instructions there. If you have otherwise provided your e-mail address to Comcast, or Comcast has already obtained it, then Comcast may have already contacted you about receiving promotional e-mails separately.

Other Websites

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

Security

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

Changes to Information

You may review and change information that you provide to us through this website by returning to the pages where you entered it, and reviewing or changing the information directly. You may also request changes to some information, such as billing and account information if you are a Comcast customer, by calling Comcast at 1-800-COMCAST, if you are able to verify your identity using a Comcast account number, personal identification number or PIN, or another identifier requested by Comcast.

Changes to this Privacy Statement

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

Privacy Policies for Comcast Products and Services

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

Effective: August 18, 2008



Bundle and Save

Looking for more than one service? Comcast Business Class lets you combine services under one bill and SAVE. [View Bundles](#)

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COMCAST BUSINESS SERVICES

BUSINESS SERVICES CUSTOMER TERMS AND CONDITIONS

The Customer named on the Comcast Business Class Service Order Agreement and Comcast agree that the terms and conditions on the Comcast Business Class Service Order Agreement and these terms and conditions constitute the agreement (the "Agreement") for the provision of the Services selected by Customer and designated on a Service Order. Services may include Comcast Business Class commercial high-speed internet services ("Internet"), Comcast Business Class commercial digital voice services ("Voice"), Comcast Business Class commercial cable television services ("Video") and Comcast Business Class public view commercial cable television services ("Public View Video") (each a "Service" and collectively "Services").

The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services. Additional terms and conditions apply to the Video, Internet and the Voice Service and should be reviewed in either the "ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICE" section, "ADDITIONAL TERMS APPLICABLE TO VOICE SERVICE" section, the "ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICE AND PUBLIC VIEW VIDEO SERVICE" section, or the "ADDITIONAL TERMS APPLICABLE TO PUBLIC VIEW VIDEO SERVICE" section, as applicable.

GENERAL TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

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

Agreement: These terms and conditions and the Service Order Agreement executed by Customer.

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

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either party's business which has been marked or is

otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

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

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

Service(s): The Public View Video, Video, Internet, Toll Free and Voice services provided by Comcast to Customer described in one or more Service Order(s). All Services are for commercial use only.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Order: A request for Comcast to provide the Services to Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

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

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

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

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

Termination Charges: 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

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terminates Services without cause. Termination Charges with respect to each terminated Service Order shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3, seventy-five percent (75%) of the remaining monthly fees that would have been payable by Customer under the Service Order if the Services described in the Service Order had been provided until the end of the Service Term. In the event the Agreement is terminated as herein described during the initial Service Term, Termination Charges shall also include one hundred percent (100%) of any amount paid by Comcast in connection with Custom Installation, as that term is defined in Section 2.6, for the Services provided by Comcast under the Service Order.

ARTICLE 2. DELIVERY OF SERVICES

2.1 Orders. Customer shall submit to Comcast a properly completed Service Order to initiate Services to a Service Location(s). A Service Order shall become binding on the parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Services described in the Service Order or (iii) Comcast begins Custom Installation (as defined in Section 2.7) for delivery of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

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

2.3 Access. Customer, at no cost to Comcast, shall secure and maintain all necessary rights of access to Service Location(s) for Comcast to install and provide the Services, unless Comcast has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Comcast and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from Comcast, Customer shall provide all required access to Comcast and its authorized personnel.

2.4 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of Voice, the day Voice Service is activated, Comcast shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to

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

2.5 Comcast Equipment. Comcast Equipment is and shall remain the property of Comcast regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of Comcast. Customer agrees not to take any action that would directly or indirectly impair Comcast's title to the Comcast Equipment, or expose Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following Comcast's discontinuance of the Services to the Service Location(s), Comcast retains the right to remove the Comcast Equipment including, but not limited to, that portion of the Comcast Equipment located within the Service Location(s). To the extent Comcast removes such Comcast Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.6 Customer-Provided Equipment. Comcast shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the cable modem, route and/or coaxial input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Comcast's employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment.

2.7 Engineering Review. Each Service Order submitted by Customer shall be subject to an engineering

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review by Comcast. The engineering review will determine whether the cable plant must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected Service Location(s).

2.8 Administrative Web Site. Comcast may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Web Site as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Web Site or any information on the Administrative Web Site. Comcast may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

ARTICLE 3. CHARGES, BILLING AND PAYMENT

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

Video Additional Terms) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or on the applicable Service Order(s), monthly recurring charges for Video and Internet Services shall not increase during the initial Service Term. Except as otherwise indicated herein or on the applicable Service Order(s), Voice Service pricing lists with information on charges and fees can be found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>

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

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

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

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

3.6 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two-months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

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

3.8 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in

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

3.9 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to Comcast, all disputed amounts shall become immediately due and payable to Comcast.

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

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

3.12 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with

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respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Customer.

ARTICLE 4. TERM

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

4.2 Service Order Renewal. Upon the expiration of the Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time thereafter, Comcast may, modify the charges for Internet and/or Video Services subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

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

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Term upon sixty (60) days prior notice to Comcast, and subject to payment to Comcast of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all Comcast Equipment.

5.2 Termination for Cause.

(a) If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period,

Comcast may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. However, Comcast will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.

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

(c) A Service Order may be terminated by either party immediately upon notice if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(d) Termination by either party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

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

Upon the expiration or termination of a Service Order for any reason: (i) Comcast may disconnect the applicable Service; (ii) Comcast may delete all applicable data, files, electronic messages, voicemail or other information stored on Comcast's servers or systems; (iii) if Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges; (iv) Customer shall, permit Comcast access to retrieve from the applicable Service Locations any and all Comcast Equipment (however, if Customer fails to permit access, or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the full replacement cost of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to Comcast.

5.4 Regulatory and Legal Changes. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement upon its execution

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are based on law and the regulatory environment as it exists on the date of execution of this Agreement. Comcast may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Comcast's ability to provide the Services herein.

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

6.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF COMCAST AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE COMCAST EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT

THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

6.3 COMCAST MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

6.4 IN NO EVENT SHALL COMCAST, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

6.5 **DISRUPTION OF SERVICE.** The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from High Risk Activities. Comcast shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-Equipment; inability to obtain access to the Service Locations; failure of any television signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

6.6 Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement.

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Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast and its affiliates and agents is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Subject to Article 6, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, providers, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts, arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to: (i) any Claim of any third party resulting from the negligence or willful act or omission of Indemnifying Party arising out of or related to the Agreement, the obligations hereunder, and uses of Services, Comcast Equipment, and Licensed Software; and (ii) any Claim of any third party alleging infringement of a U.S. patent or U.S. copyright arising out of or related to this Agreement, the obligations hereunder, and the use of Services, Comcast Equipment, and Licensed Software.

7.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of Article 7 hereof. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel of its own choosing, but which is reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

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

supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the 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. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 **Restrictions.** Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 **Updates.** Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or Customer-Provided Equipment. If Comcast has agreed to provide updates and changes, Comcast may perform such updates and changes remotely or on-site, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

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

8.5 **Intellectual Property Rights in the Services.** Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 **Disclosure and Use.** All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent.

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Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

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

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

ARTICLE 9A: CUSTOMER PRIVACY POLICIES

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

A copy of Comcast's privacy policy is available at <http://www.comcast.com/customerprivacy/>.

9A.2 Privacy Note Regarding Information Provided to Third Parties: Comcast is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 10. PROHIBITED USES

10.1 Resale. Customer may not sell, resell, sublicense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the Comcast Equipment and/or the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Comcast's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, the Services shall be subject to one or more Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted on Comcast's web site(s) at <http://www.comcast.com/Corporate/shop/business/acceptableuse.html> (or any successor URL) or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Comcast may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.3 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all

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Service Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. SERVICE CREDITS

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

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
Less than 30 minutes	None
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including 24 hours	1 full day

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

11.2 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as

defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Article 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any Comcast failure to meet the objectives of the Services.

ARTICLE 12. INSURANCE

12.1 Comcast shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.

12.2 The liability limits under these policies shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

ARTICLE 13. MISCELLANEOUS TERMS

13.1 Force Majeure. Neither party shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

13.2 Assignment and Transfer. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Comcast may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Comcast may partially assign its rights and obligations hereunder to any party that acquires from Comcast all or substantially all of the assets of a cable franchise(s) in which the Services is deployed to Customer. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

13.3 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information

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(even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

13.4 Notices. Except as otherwise provided in this Agreement, any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; notices to Comcast shall be sent to 500 South Gravers Road, Plymouth Meeting, PA 19462, Attn: Director of Business Customer Operations, with a copy to: Comcast Cable Communications Management, LLC, 1500 Market Street, Philadelphia, PA 19102, Attn.: Senior Vice President & General Counsel. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.

13.5 Entire Understanding. The Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of Comcast may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of Comcast who has not been specifically authorized to make such modifications shall be binding upon Comcast. No subsequent agreement among the parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both parties.

13.6 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff

under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

13.7 Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

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

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

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

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

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

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

13.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and

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regulations and ordinances in the performance of its respective obligations under this Agreement.

ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICES

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

ARTICLE 14: WEB HOSTING. If Customer submits a Service Order(s) for web hosting services, the following terms shall also apply:

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

14.2 Web Site Content. If applicable, Comcast will host Customer's web site in a data center in accordance with Comcast's then-current published specifications, including, without limitation, storage levels ("Customer Web Site"). Ownership of all graphics, text, or other information or content materials supplied or furnished by Customer for incorporation into or delivery through a Customer Web Site shall remain with Customer (or the party that supplied such materials to Customer). Ownership of any software developed or modified by Comcast and all graphics, text, or other information or content materials supplied or furnished by Comcast for incorporation into a Customer Web Site shall remain with Comcast (or the party that supplied such materials to Comcast). Customer agrees that Comcast has no proprietary, financial, or other interest in Customer's goods or services that may be described in or offered through a Customer Web Site, and that Customer is solely responsible for content quality, performance, and all other aspects of its goods or services and the information or other content contained in or provided through a Customer Web Site. Customer assumes all responsibility for use by others of the Customer Web Site (including commercial transactions, whether completed or not).

14.3 Web Site Backup and Restoration. Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Services) to protect the Customer content, including, without limitation, making appropriate backup copies of the Customer content as may be necessary for reconstruction of

any data, files, informational materials, or electronic messages; and (ii) Comcast is not responsible for backup and restoration of Customer Content.

ARTICLE 14A: PROVISION OF SERVICE. Subject to the terms and conditions herein, Internet Services are intended for commercial use only.

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

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

15.2 Sub-Domain Name. Should Customer be unable to register a unique domain name, Comcast may grant upon Customer request and only for the term of the Service Order providing for such service, the limited, personal, and non-transferable right to specify and append a sub-domain name to Comcast's prescribed domain name, for the sole purpose of uniquely identifying Customer's e-mail address. Comcast does not represent that Customer's selected sub-domain name will be available. Customer receives no right to Comcast's domain name other than as specifically stated in this Article 15. Upon the termination of the applicable Service Order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and Comcast's domain name.

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

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15A.1 Service Interruption.

(1) **Montgomery County, MD Customers.** Under its franchise with Montgomery County, MD, Comcast has the following rebate policy: In the event of a Internet Service Interruption (loss of cable modem service) Comcast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Comcast offers Customer the next available repair appointment within the 24-hour period following the Service Interruption, or at Customer's request, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, Customer will receive a prorated credit for each 24-hour period, or segment thereof, that the Service Interruption continues beyond the scheduled repair call. Customer may contact Comcast at (301) 424-4400.

ADDITIONAL TERMS APPLICABLE TO VOICE SERVICES

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

ARTICLE 16: USAGE BILLING

16.1 Comcast 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., international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.

16.2 Comcast Voice Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

16.3 Notwithstanding anything to the contrary in 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 its Associated Parties, as if such a call were answered by the called party, Comcast will charge Customer for a completed call. Voice Service pricing lists and fees can be found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>.

ARTICLE 17: USE POLICY

17.1 Additional Use Restrictions. Voice Service may only be used at Service Location(s) where Voice Service is installed by Comcast, Customer understands and acknowledges that if Customer attempts to install or use the Comcast Equipment or Voice Service at another location, Voice Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of this Agreement if Customer moves Voice Service to another location without first notifying Comcast. Customer expressly agrees not to use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Comcast determines, in its sole discretion, that Customer's use of 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.

ARTICLE 17A: SERVICE LIMITATION

17A.1 Disruption of Service. Customer acknowledges and understands that Voice Service will not be available for use under certain circumstances, including without limitation when the network or facilities are no operating or if normal electrical power to the MTA is interrupted and the MTA does not have a functioning backup. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Voice Services will not function until normal power is restored. Customer also understands that certain online features of Voice Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

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

ARTICLE 18: LIMITATIONS OF 911/E911

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

18.2 Correct Address. In order for Customer's 911/E911 calls to be properly directed to emergency services, Comcast must have Customer's correct Service Location address. If Customer moves Voice Service to a different Service Location without Comcast's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Voice Service (including 911/E911) may

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fail altogether. Therefore, Customer must contact Comcast at least five (5) days before moving Voice Service to a new Service Location. All changes in Service Location require Comcast's prior approval.

18.3 Service Interruptions. Customer acknowledges and understands that Voice Service uses the electrical power in Customer's Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if Customer exceeds its Voice Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

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

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

ARTICLE 19: VOICE EQUIPMENT REQUIREMENTS

19.1 MTA. To use Voice Service, Customer will need a multimedia terminal adapter ("MTA"). Customer can lease an MTA from Comcast, in which case it will be Comcast Equipment. Or, in some areas, Comcast may permit Customer to use Voice Service with an MTA that Customer has purchased, in which case the MTA will be Customer Equipment. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times.

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

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

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

20.1 Limitations on Comcast's Liability for Directories and Directory Assistance for Voice Service Customers. THESE LIMITATIONS SHALL APPLY WHERE COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES

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AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. FURTHERMORE, IF COMCAST MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

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

ARTICLE 20A: ADDITIONAL TERMS APPLICABLE TO TOLL FREE SERVICES

In addition to provisions 1 THROUGH 13 and provisions 17 THROUGH 20 above, the following Article 20A is specifically applicable to Toll Free Services:

20A.1 Limitation. Subject to service availability, Customer may order Toll Free Services. Toll Free Services are not intended for residential use. In order to purchase and retain Toll Free Service with Comcast, Customer must have Voice Services, and must map each Toll Free telephone number ("TFN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (1) map the applicable TFN to another Digital Voice telephone number on Customer's Comcast account, (2) purchase a new Digital Voice telephone number to map to the TFN, (3) port out the TFN to another toll free carrier; or (4) disconnect the TFN. If Customer fails to take immediate action as indicated above, Comcast will disconnect the TFN. Comcast shall have no liability for loss of Toll Free Services which results from Customer failing to take immediate action as indicated above.

20A.2 Term and Termination. Toll Free Services are offered on a month to month basis. Customer shall have the right to terminate Toll Free Services, at any time, for any reason, upon thirty (30) days prior notice to Comcast, subject to payment of all outstanding amounts due for the Toll Free Services and the return of any and all Comcast Equipment. Termination of Toll Free Services is not subject to Termination Charges. Toll Free Services will terminate simultaneously with Customer's Voice Services.

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

20A.4. Toll Free Charges

(a) **Prices.** Toll Free Service is subject to the toll free pricing identified in the applicable Service Order, or if none stated, subject to the pricing lists and fees found at <http://www.comcast.com/corporate/about/phonetermssofservice/comcastdigitalvoice/cdvbusiness.html>

(b) **Billing Increments.** Unless otherwise stated in a Service Order, usage-based charges will be billed on either a per-minute or per-message basis. Service 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. Current.

(c) **Rounding of Charges.** Comcast reserves the right to round up any and all invoice amounts to the nearest one (1) cent.

ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICES AND PUBLIC VIEW VIDEO SERVICES

In addition to provisions 1 THROUGH 13 above, the following Articles 21 through 23 are specifically applicable to Video Services and Public View Video Services:

ARTICLE 21: LIMITATION OF SERVICE.

21.1 Redistribution Limitation. Customer hereby acknowledges and agrees that Comcast does not have the absolute right to distribute pay-per-view video programming (including programming such as sporting events); and certain premium video services to commercial establishments. Therefore, Customer agrees that it shall not exhibit nor assist in the exhibition of any such programming unless explicitly authorized to do so, in advance and in writing, by Comcast and the applicable program or event distributor. In requesting such explicit authorization, Customer agrees to identify itself as a

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commercial establishment. Customer shall not, and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of Video and/or Public View Video (or any part thereof); (ii) transmit Video and/or Public View Video (or any part thereof) by any television or radio broadcast or by any other means or use Video and/or Public View Video (or any part thereof) outside the of the Service Location(s). Customer acknowledges that such duplication or reproduction may subject Customer to criminal penalties under applicable copyright and/or trademark laws. Customer agrees to not move any Comcast Equipment, from another location to any Service Location. Customer further agrees not to undertake any activity related to the unauthorized reception of the Video and/or Public View Video at any Service Locations.

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

21.3 Provision of Service: Video Services Only. Video Service is for private commercial viewing venues only, and is not for use in public viewing areas such as bars, restaurants or at residential addresses. Further, Customer acknowledges and agrees that Comcast has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. As to Video Service only, Comcast may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. Comcast shall not be liable for

failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.

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

ARTICLE 22: VIDEO INDEMNIFICATION

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

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

23.1 Disruption of Service.

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

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

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

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interruption, Customer must call 1-860-827-2622 to request a credit.

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

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

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

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

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

(c) **Maryland Customers.**

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

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

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

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

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

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

23.3 Billing Questions.

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

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

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

(b) **Sacramento, CA Customers.** If Comcast fails to keep a scheduled appointment, Comcast will credit Customer's account with one (1) month of Limited

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Commercial Basic up to a maximum credit equal to one month of the Standard Commercial Cable price.

23.5 Remedies for Late Payment/Non-payment.

(a) **Maryland Customers.** If Customer fails to make any required payment for the Video or Public View Video Services by the payment due date or pays less than the full amount due for such Services, Comcast may bill fees, charges and assessments related to late payments or non-payments.

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

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

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

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

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

ADDITIONAL TERMS APPLICABLE TO PUBLIC VIEW VIDEO SERVICES

In addition to provisions 1 THROUGH 13 and provisions 21 THROUGH 23 above, the following Articles 24 through 25 are specifically applicable to Public View Video Services:

ARTICLE 24: PUBLIC VIEW VIDEO CHARGES

Comcast may, modify the charges for Public View Video Services subject to thirty (30) days prior notice to

Customer. Customer will have thirty (30) days from receipt of such notice to cancel Public View Video Service without further liability beyond the termination date. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Public View Video Service pricing.

ARTICLE 25: PROVISION OF SERVICE - PUBLIC VIEW VIDEO

Subject to the terms and conditions herein, Public View Video Service is intended for use in commercial, public viewing areas such as bars and restaurants. Customer acknowledges and agrees that Comcast has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Comcast may in its discretion make additions, deletions or modifications to its Public View Video channel line-up without liability to Customer or anyone claiming through Customer. In the event Comcast makes a material change to the Public View Video channel line-up, Customer will have thirty (30) days from the date of the the material channel line up change to cancel Public View Video Service without further liability beyond the termination date. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Public View Video channel line up. 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.
