



# ORIGINAL

## WORKPLACE SERVICE ORDER AGREEMENT

#219-S0710

Account Name: Placerville LibraryID#: 569444**CUSTOMER INFORMATION (Service Location)**Address 1 330 FAIR LNCity PlacervilleAddress 2 330 Fair LaneState CAPrimary Contact First Name/Last Name Laura BelloZip Code 95667Business Phone (530) 621-6544

County \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Pager Number \_\_\_\_\_

Primary Fax Number \_\_\_\_\_

Technical Contact First Name/Last Name \_\_\_\_\_

Tech Contact On-Site? No

Technical Contact Business Phone \_\_\_\_\_

Technical Contact Email \_\_\_\_\_

Property Manager First Name/Last Name \_\_\_\_\_

Property Mgr. Phone \_\_\_\_\_

**SERVICE AND INSTALLATION CHARGES****Workplace Products:****Confirm Selection:****Term/Pricing:**

<b>Comcast Workplace ENHANCED:</b> Speed varies by market	No
<b>Comcast Workplace STANDARD:</b> Speed varies by market	Yes
<b>Comcast Workplace OTHER:</b> (available in select markets)	No
<b>Equipment Selection</b> (IP Standard required with Static IP and only available with Workplace Standard and Enhanced)	IP Gateway

Service Term (Months)	12
Comcast Workplace Standard Installation Charge	\$0.00
Monthly Service Charge	\$95.00
Customer Installation fees due Comcast* (payable in advance)	\$0.00

**OPTIONAL SERVICES: Static IP Address, Business Class Email, Web Hosting****Pricing Summary:**

<b>Static IP</b> (available in select markets) 1 or 6 IP addresses available	Yes
<b>Comcast.net Email (7 email addresses)</b>	No
<b>Business Class Email</b>	No
<b>Business Webhosting</b>	No
<b>Domain Name Service</b>	No

Static or Statically Assigned IP Monthly Service Charge	\$9.95
Business Class E-mail Installation Charge	\$0.00

Number of IPs 6  
Business Class Email Domain \_\_\_\_\_

Business Class E-mail Monthly Service Charge	\$0.00
Business Webhosting Installation Charge	\$0.00
Business Webhosting Monthly Service Charge	\$0.00

No. of Business Class Email Addresses 0

Business Webhosting Type \_\_\_\_\_

Business Webhosting Domain \_\_\_\_\_

Business Webhosting Operating System \_\_\_\_\_

Optional Installation Charges

**\$0.00**

Total Monthly Optional Services

**\$9.95**

Total Recurring Monthly Bill

**\$104.95****CUSTOM INSTALLATION AND CONSTRUCTION ADDENDUM\***

As set forth in Section 2.6 of the Comcast Workplace General Terms and Conditions, Comcast has determined that Custom Installation is necessary for the service Location described above as follows:

Total Custom Installation Fees:	\$0.00
Less Fees Paid by Comcast:	\$0.00
Fees Due Comcast:	\$0.00

\*Any Custom Installation Fee amount absorbed by Comcast must be immediately paid by you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term.

**SPECIAL INSTRUCTIONS**



# WORKPLACE SERVICE ORDER AGREEMENT

Account Name: Placerville Library

ID#: 569444

## BILLING INFORMATION

Billing Account Name Placerville Library

City Placerville

Billing Name (3rd Party Accounts) \_\_\_\_\_

State CA

Address 1 330 Fair Ln

ZIP Code 95667

Address 2 330 Fair Lane

County \_\_\_\_\_

Billing Contact First Name Laura

Billing Contact Email \_\_\_\_\_

Billing Contact Last Name Bello

Billing Contact Phone (530) 621-6544

Tax Exempt? No

Billing Fax Number \_\_\_\_\_

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

## DOMAIN NAME TRANSFER INFORMATION

*\*Customer authorizes Comcast to act on his/her behalf to transfer the domain(s) listed above to Comcast name servers (DNS Service).*

*\*Customer represents and warrants that: a) Customer is the rightful holder of the registration for the domain name(s) and b) Customer is not party to any dispute or in default concerning its use or registration of the domain name(s). Customer understands that he/she is responsible for paying annual domain registration fees to Registration Authority.*

Primary Domain Name \_\_\_\_\_

Instructions \_\_\_\_\_

Secondary Domain Name \_\_\_\_\_

Instructions \_\_\_\_\_

Domain Name Special Instructions \_\_\_\_\_

## E-MAIL AND BUSINESS WEB SITE: SET UP INFORMATION

*The information below will be used to set up your web site and create your primary (administrator) e-mail address. You (or your webmaster) can then load web site content on our servers, and you can create additional e-mail addresses.*

Email Administrator Name Stu Whitehead

Webmaster Name \_\_\_\_\_

E-mail Administrator Requested Primary Address New

Webmaster Phone \_\_\_\_\_

Website Setup Email Address\* \_\_\_\_\_

*\*This e-mail address should be a currently active e-mail address - not a new Comcast provided e-mail address\**

*Comcast cannot guarantee that a particular comcast.net e-mail address will be available. If the requested e-mail address is not available, you will be offered the opportunity to select an alternate comcast.net e-mail address.*

1. Agreement. This Comcast Workplace Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliate ("Comcast") will provide the Services to Customer. This Comcast Workplace Service Order Agreement consists of this document ("SOA"), the standard Comcast Workplace General Terms and Conditions ("General Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General 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 General Terms and Conditions. All capitalized terms not defined in this SOA shall have the definitions given to them in the General 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://work.comcast.net/legal/aup.asp> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://work.comcast.net/legal/privacy.asp> (or any successor URL), both of which Comcast may update from time to time.

2. 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.

Each Comcast Workplace 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 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.

For Customer Service and Technical assistance, please call 1-800-316-1619.

### CUSTOMER SIGNATURE

By signing below you agree to be bound by the Comcast Workplace General Terms and Conditions and the Comcast Commercial Acceptable Use Policy which can be found at <http://work.comcast.net/legal>.

Signature: Bonnie H. Rich

Name: Bonnie H. Rich

Title: Purchasing Agent

Date: 9/8/06

### FOR COMCAST USE ONLY

Sales Representative Jim D'Ann

Sales Representative Code 40008

Sales Manager/Director Name Ray Matheny

Sales Manager/Director Approval [Signature]

Division West

Promo Code \_\_\_\_\_

Order Type New

**Comcast Workplace**  
Speed. Security. Know-how.



# You keep your business running We'll handle your Internet.

Make Comcast Workplace your next hire. Enter your office zip code to see what packages are available in your area:



**GoToMeeting**

Get a free 30-day trial of GoToMeeting.

## > Workplace

Teleworker

Cable for Business

## Features

Comcast Workplace gives you the complete package - everything you need to connect your office to the Internet quickly, securely, and efficiently.

### Speed

A cable-powered, always-on connection with blazing download speeds of up to 8 Mbps and uploads of up to 1 Mbps.

### Security

Firewall protection and McAfee® VirusScan included free with service.

### Know-how

Business-class technical support from a dedicated team that's available 24/7.

### Optional Services

Business e-mail, domain name service, Web site solutions, and static IP addresses are available to help establish an online presence.

### Local Area Network-ready

Comcast Workplace connects directly to your existing Local Area Network (LAN), so everyone in your office can share the connection with no additional hardware or software.

## >> Features

### Contact Us

 [Printable Version](#)

Comcast Workplace maximum download speed: 8 Mbps. Maximum upload speed: 1 Mbps. Actual speeds may vary and are not guaranteed. Many factors affect speed, including, without limitation, the number of workstations using a single connection. Restrictions apply. Firewall included in Workplace Standard and Enhanced packages only. Not all features are available in all packages. Professional installation charges apply, and rates vary. "Always on" refers to persistent connection and is not a claim of reliability. Service is subject to terms and conditions of Comcast Workplace Master Services Agreement and General Terms and Conditions. Call 1-800-316-1619 for more details or for a copy of the agreement or the terms and conditions.

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## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions govern high-speed Internet business services provided by Comcast and its affiliate(s) ("Comcast") to end-users.

### ARTICLE 1. DEFINITIONS

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

**Agreement:** The Comcast Workplace Service Order Agreement executed by Customer.

**Comcast Equipment:** Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) and used to deliver the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks.

**Confidential Information:** Licensed Software and associated documentation as well as any non-public information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which should reasonably 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, 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.

**Demarcation Point:** The demarcation point for a Service Location shall be determined as follows: (a) if Comcast provides the cable modem or router, the demarcation point shall be the first Ethernet port on the cable modem or router to which the Customer's network is connected; or (b) if Customer provides the cable modem or router, the demarcation point shall be the coaxial input connector to the cable modem or to the router.

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

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

**Service(s):** The high-speed Internet business product(s) or service(s) provided by Comcast to Customer described in one or more Service Order(s).

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

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

**Termination Charges:** Charges that may be imposed by Comcast in the event Comcast terminates Services for cause or Customer terminates Services without cause prior to the end of the applicable Service Term. 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 (i) seventy-five (75) percent 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 and (ii) one hundred (100) percent of any amount paid by Comcast in connection with Custom Installation, as that term is defined in Section 2.6, for the Services to be 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 Service to a Service Location(s). A Service Order shall become effective, and shall be binding on Comcast, 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 2.6) 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 Services other than the placement by Comcast of maximum speeds on Services ordered. Service speeds are approximate and maximum burstable speeds only. Speeds may vary and may be slower than Customer expects at times.

**2.3 Access.** Customer, at no cost to Comcast, shall secure on an initial and ongoing basis during the applicable Service Term, all necessary rights of access to Service Location(s) for Comcast to install and provide the Service. Further, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Comcast Equipment used to provide the Service 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 Service, Comcast shall notify Customer in writing that the Service is 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 Service on the Service Commencement Date, shall not relieve Customer of its obligation to pay the 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. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Section, or 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 Service 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.

**2.5 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 wire, cable facilities on the Customer's side of the Demarcation Point. All Customer-Provided Equipment and wiring that Customer uses in connection with the Service must be fully compatible with the Service. 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 Service difficulty or trouble report results from Customer-Provided Equipment.

**2.6 Engineering Review.** Each Service Order submitted by Customer shall be subject to an engineering review by Comcast. The engineering review will determine whether the cable plant must be extended, built, or upgraded ("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).

**2.7 Administrative Web Site.** Comcast may, at its sole option, make an administrative web site available to Customer in connection with Customer's use of the Services ("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 of, use of 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. BILLING AND PAYMENT**

**3.1 Payment of Bills.** Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Comcast will invoice Customer in advance on a monthly basis for all Service charges and fees arising under the Agreement. 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 Service, from the date of installation to the first day of the new billing.

**3.2 Payment by Credit Card.** Upon Customer's written request and Comcast's acceptance of such request, Comcast will accept certain credit card payments for all 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 the Agreement, until (i) the 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 sixty- (60) days' prior notice to Customer.

**3.3 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 Service 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 Service) as a condition to Comcast's provision of Service, or as a condition to Comcast's continuation of Service. The deposit 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.

**3.4 Taxes and Fees.** Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated) levied upon the sale, installation, use or provision of Service including, without limitation, applicable franchise fees (if any).

**3.5 Disputed Bills.** In the event 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.

**3.6 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, whichever is lower. Comcast's acceptance of partial payment shall not constitute a waiver of Comcast's right to collect the full balance owing, and Comcast reserves the right to determine the manner in which partial payments are applied to the invoice. If Customer's account is delinquent, Comcast may refer the account to a collection agency that may pursue collection of the past due amount and/or 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 agree 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.

**3.7 Rejected Payments.** Except to the extent otherwise prohibited by law, Customer will be assessed a service charge equal 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.

**3.8 Fraudulent Use of Services.** Customer is responsible for all charges attributable to Customer with respect to the Service, 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 Service in the event of fraudulent use by Customer.

#### **ARTICLE 4. TERM**

**4.1 Agreement Term.** The Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under the 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. 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, each Service Order(s) shall automatically renew for successive periods of one (1) month each, unless prior notice of non-renewal is delivered by either Party to the other at least sixty (60) days before the expiration of the initial Service Term. At any time after the end of the initial Service Term, Comcast may, at its option and upon thirty (30) days prior notice, modify the charges for the Services to reflect then-current prevailing pricing.

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

**5.1 Termination for Convenience.** Notwithstanding any other term or provision in the Agreement, Customer shall have the right, in its sole discretion, to terminate a Service Order, or this Agreement in whole or part, at any time during the initial Service Term upon sixty (60) days prior notice to Comcast; and subject to payment to Comcast of all outstanding amounts due for the Services and any and all applicable Termination Charges, and return of any and all Comcast-provided equipment Comcast may terminate the Agreement and/or any Service Order for convenience upon thirty (30) calendar days' prior notice to Customer.

**5.2 Termination of a Service Order for Cause.** If either party breaches any material term of the Agreement and the breach continues without remedy for thirty (30) days after notice of default, the other party may terminate for cause any Service Order materially affected by the breach. 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 the 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 Service. However, Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct. 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. 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 Termination of the Agreement or a Service Order.**

Upon the expiration or termination of a Service Order for any reason: (i) Comcast shall disconnect the applicable Service; (ii) Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems; (iii) if Customer has terminated the Service Order prior to the expiration of the initial Service Term for convenience, or if Comcast has terminated the Service Order prior to the expiration of the initial Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any); (iv) Customer shall, within ten (10) days after such expiration or termination, permit Comcast access to retrieve from the applicable Service Locations any and all Comcast Equipment, however, if Customer fails to permit access within such ten (10) day period, 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) 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 the Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of the Agreement. Comcast may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency.

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

**6.1** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY

ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREUNDER 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 AFFILIATES 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 EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PROVIDERS, MERCHANTS, 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.

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

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

**ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY**

**9.1** **Disclosure and Use.** All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing the 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 the 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) 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 the Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 8, including, but not limited to, injunctive relief.

#### **ARTICLE 10. PROHIBITED USES**

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

**10.2 Violation.** Any breach of this Article 10 shall be deemed a material breach of the Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under the Agreement.

#### **ARTICLE 11. SERVICE CREDITS**

**11.1 Credit Allowances.** Comcast will allow a pro-rata credit against future payment on a Service that is interrupted, 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>Period To Be Credited</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 charge for the affected Service. Credit allowances will not be made for less than \$1.00. Service Interruptions will not be aggregated for purposes of determining credit allowances.

**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 the Agreement. 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** Company 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, or 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 cable franchise(s) in which the Service is deployed to Customer. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

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

by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

**13.4 Notices.** 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, fax transmission, 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 sent for e-mail and fax notices, or 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 Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in the 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 the Agreement's form. No modification to the form 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 Article Headings.** The section headings used herein are for reference only and shall not limit or control any term or provision of the Agreement or the interpretation or construction thereof.

**13.7 Construction.** In the event that any portion of the 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 the 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 the Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of the Agreement or any Service Order.

**13.9 Choice of Law.** The domestic law of the state in which the Service is 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.

#### **ADDITIONAL TERMS FOR WEB HOSTING, DOMAIN NAME REGISTRATION AND OPEN PORT SERVICES**

**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 your 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).

**14.2 Web Site Backup and Restoration.** Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Service) 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 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, 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.

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## BUSINESS PRODUCTS

### High-Speed Internet For Business Privacy Policy (Comcast Commercial Internet Services)

This Privacy Policy statement (the "Policy") covers the Comcast Commercial Internet Services, described at [work.comcast.net](http://work.comcast.net) (collectively, the "Service"). By contracting for the Service, your company, as a subscriber to the Service ("you" or "your"), expressly consents to the terms of this Policy.

Comcast is committed to maintaining your privacy and believes that, as a subscriber to one of its Commercial Internet services, you are entitled to know Comcast's information practices. This includes the limitations with which Comcast observes in the collection and disclosure of personally identifiable subscriber information, the types of personally identifiable information we collect, how we use subscriber information, under what conditions we may disclose this information, the period during which we maintain it, and the rights of subscribers concerning this information and its disclosure.

If you have questions or concerns regarding this Policy, you should contact Comcast at the contact information near the end of this Policy.

**Special Note:** This Policy covers only information that is collected through the Service by Comcast, and does not cover information that may be collected through hardware or software used in connection with the Service. This Policy also does not apply to any other Web sites, products, or services, even if accessed through the Service and even if co-branded with the Service. You should read the privacy policies of the Web sites you visit to learn how they treat your personal information. Finally, this Policy does not apply to the Comcast High-Speed Internet Pro service.

#### Information Collection

The operating affiliate of Comcast Corporation that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the local franchising authority (collectively, "Comcast," "we," "us," or "our") is the owner of the information it collects on the Service. Comcast collects information from you and your users at several different points on the Service. Some of this information is personally identifiable information, but much of it is not. Personally identifiable information is information that identifies a particular person.

Comcast uses its cable system to collect personally identifiable information about our subscribers as necessary in order to render the Service and Service features, to detect unauthorized reception or use of the Service, as disclosed in this Policy. When you establish an account for the Service we collect information such as your name, address, telephone number, e-mail address, as well as information used for credit checks, billing, and payment, and other information we may need to establish and service an account. During the initial provisioning of the Service, and any subsequent changes or updates to that provisioning, Comcast collects technical information about your and your users' computer hardware and software, cable modem and/or other

cable service-related devices, and customization settings and preferences. Comcast also collects personally identifiable information about you and your users when you or they communicate with us for support, maintenance, and billing, send us e-mails, respond to our surveys or e-mails, or register for information, for example.

### **Information Use and Disclosure**

Comcast uses personally identifiable information collected on the Service as necessary to render the Service and to:

- install, operate, support, and maintain the Service;
- confirm that you and your users are receiving the service requested and are properly billed for it;
- identify you when changes are made to your Service account;
- make you aware of new products or services that may be of interest to you;
- detect unauthorized reception, use, or abuse of the Service;
- determine whether there are violations of any applicable policies and terms of service;
- manage the Service network;
- configure cable modems, routers, and/or other cable service-related devices; and
- comply with law.

Comcast also uses and discloses personally identifiable information for other legitimate business activities related to the Service, including, for example:

- billing and invoicing;
- administration;
- surveys;
- collection of fees and charges;
- marketing;
- maintenance;
- hardware and software upgrades; and
- fraud prevention.

We sometimes disclose personally identifiable information about you or your users to our affiliates or to others with or without your or their written consent if necessary to render the Service or to conduct a legitimate business activity related to the Service. We sometimes also disclose personally identifiable information about you or your users to our employees, contractors, and agents for Comcast's internal business purposes, as well as to outside auditors, professional advisors and service providers, potential business transition partners, regulators, and franchise authorities.

Comcast considers subscribers' personally identifiable information to be confidential. We will only disclose personally identifiable information to third parties under an obligation of confidentiality and for a limited purpose consistent with this Policy. The frequency of any information disclosure varies in accordance with our business activities and needs.

### **Legal Disclaimer**

Although we make every reasonable effort to preserve your privacy and that of your users as described in this Policy, we will disclose personally identifiable information about you or your users without your or their consent when required by law in order to comply with a valid legal process such as a subpoena, court order, or search

warrant, for example. We may also use or disclose personally identifiable information about you or your users without your or their consent to protect our customers, employees, or property, in emergency situations, to enforce our rights in court or elsewhere, or directly with you or your users, and for violations of the Service's terms of service and policies (including our Acceptable Use Policy).

### Transmission of Information

Comcast transmits personally identifiable and non-personally identifiable information about you and your users over the Service when you and they send and receive e-mail, transfer and share files, make files accessible, visit Web sites, or otherwise use the Service. Our transmission of this information is necessary to render the Service. Comcast uses third parties to deliver some features and functions of the Service, such as support mail, and web hosting, for example, and those third parties collect or transmit personally identifiable and non-personally identifiable information about you and your users. These third parties are not permitted to use your or your users' personally identifiable information except for the purpose of providing their services. We will not read your or your users' outgoing or incoming e-mail, private chat, or instant messages, but we (or our third party providers) may store e-mail messages on computer systems for a brief period of time. We could be required to disclose these messages and communications along with other personally identifiable information about you or your users to comply with law or to protect our Service as described in the Legal Disclaimer section of this Policy. We also monitor the performance of our Service and your Service connection in order to manage, maintain, and improve the Service and your connection to it.

### Service Providers

We contract with third parties to provide specific services and features for the Service. When you use these particular services, generally you provide your name and specific Service-related information directly to the third party service provider. If you become a customer of these third parties directly, then you will be subject to their terms of service and privacy policies. You should carefully read their terms and policies to understand how they may use personally identifiable information about you.

### Aggregate Information

Comcast or our contractors may from time to time share aggregate (non-personally identifiable) information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with third parties with whom we have a relationship. We will not provide these third parties with personally identifiable information about you or your users unless we have received your consent first. Likewise, Comcast will not share personally identifiable information about where you or your users go on the Service or on the Web unless we have received your consent first. We also use aggregate information to better understand how the Service is being used, to improve it, and for network management, bandwidth usage, maintenance, performance measurement, and security.

### Business Transitions

In the event Comcast (or its parent company) goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets, subscribers' personally identifiable information will, in most instances, be part of the assets transferred. If, as a result of the business transition this Policy is changed, you should refer to the Notification of Changes to this Policy section. Aggregate information may also be transferred in connection with a business transition.

### Communications from Comcast

**Service Announcements** We send subscribers Service-related announcements from time to time. For exam-

we may send you an e-mail announcement about a pricing change or a change in operating policies. You may not opt-out of these Service-related communications. If you fail to check your Service account and e-mail address on file with us for Service-related announcements, you may miss important information about the Service, including legal notices, for example.

**Customer Service** We communicate with you to provide requested services and support for questions and issues relating to your Service account. We will reply to your requests for customer service by e-mail, phone, discussion forum, or through any other reasonable means.

### **Security**

Comcast takes reasonable security precautions to protect our subscribers' personally identifiable information that we collect on the Service from unauthorized access, use, and disclosure. For example, we store billing records on computers in a controlled and secure environment. However, Comcast cannot guarantee that our security precautions will prevent every unauthorized attempt to access, use, or disclose your or your users' personally identifiable information.

### **Correcting and Accessing Information**

If your personally identifiable information changes or if you wish to confirm the accuracy of your personally identifiable information, we provide a way to correct that information. You can contact us by telephone at the contact information listed below to correct information. In addition, you may examine and copy (at your cost) any personally identifiable information we collect and maintain relating to you upon reasonable notice and during regular business hours. If you wish to inspect those records, please contact us by telephone at 1-888-205-5000, giving us a reasonable period of time to locate and, if necessary, prepare the information for review and to arrange an appointment during regular business hours. We will correct our records if you make a reasonable showing that any of the personally identifiable information we have collected about you is inaccurate.

### **Enforcement**

You, as a subscriber to the Service, may enforce the limitations imposed on Comcast by applicable federal law with respect to the collection and disclosure of personally identifiable information about you, through a civil action under federal law, in addition to other rights and remedies that may be available to you under federal or other applicable laws.

### **Retention of Information**

We will maintain most, if not all, of the personally identifiable information we have collected during the time you are a subscriber to the Service. We generally will destroy this personally identifiable information after a reasonable period of time has elapsed following the termination of your Service account with us, if the purpose for which the information was collected has been accomplished and we no longer need to retain the information for legitimate business activities or compliance with law.

### **Notification of Changes to this Policy**

If we decide to change this Policy, we will post those changes on [work.comcast.net](http://work.comcast.net), or in other places we deem appropriate, so our subscribers are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We will use information in accordance with the Privacy Policy under which the information was collected.

### **Contact Information**

If you have any questions or suggestions regarding this Policy, or wish to contact us about your personal information, please contact us at:

Phone: 1-888-205-5000

Web site URL: <http://work.comcast.net>

Revised and effective: March 2003

Contact Comcast

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## BUSINESS PRODUCTS

### High-Speed Internet For Business Acceptable Use Policy (Comcast Commercial Internet Services)

It is Comcast's intent to provide our customers with the best cable Internet service possible. In order to accomplish this task, we have adopted this High Speed Internet For Business Acceptable Use Policy (the "AUP" or "Policy"). This Policy outlines acceptable use of Comcast Commercial Internet Services (collectively the "Service"), as well as permissible and prohibited conduct for using the Service. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the agreements and terms and conditions applicable to the Service (collectively, the "Agreement"). All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Agreement.

It is the responsibility of all Comcast Commercial Internet Services customers, and all others who have access to Comcast's network, ("customer," "you," or "your") to comply with this AUP and all Comcast policies. As a Service customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any other Comcast policies could result in the suspension or termination of your Service. If you do not agree to comply with all of these policies including the AUP, you must immediately stop use of the Service and notify Comcast so that your account may be closed. In this case, termination or other charges may apply.

**Note:** Comcast reserves the right to immediately terminate the Service and the Agreement if you engage in any of the prohibited activities listed in this AUP or if you use the Comcast Equipment or Service in a way which is contrary to any Comcast policies or any of Comcast's suppliers' policies. In this case, termination or other charges may apply. You must strictly adhere to any policy set forth by another service provider accessed through the Service.

#### Prohibited Uses and Activities

Prohibited uses include, but are not limited to, using the Service, Customer-Provided Equipment, Comcast Equipment or any other equipment used in connection with the Service to:

- i) 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, 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, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, abusive, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;

- iii) access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts;
- iv) use or distribute tools designed or used for compromising security, such as password guessing program decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, Trojan Horse programs. Network probing or port scanning tools are only permitted when used to diagnose problem with your local area network ("LAN"), or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;
- v) 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 which is protected by copyright or other proprietary right, without obtaining permission of the owner;
- vi) copy, distribute, or sublicense any software provided in connection with the Service by Comcast or any party, except that you may make one copy of each software program for back-up purposes only;
- vii) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information, software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- viii) 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;
- ix) resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (i.e. wi-fi, "hotspots," or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, or resell the Service or otherwise make available to anyone inside the Premises the ability to use the Service except for users specifically authorized by Comcast in accordance with an applicable Service plan;
- x) use the Service for operation as an Internet service provider or, unless done with Comcast's written approval in accordance with an applicable Service plan, use the Service as an end-point on a non-Comcast local area network or wide area network;
- xi) make the Service available to anyone other than you or your authorized employees or contractors (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 Service plan;
- xii) transmit unsolicited bulk or commercial messages or "spam" in violation of law. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of

commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

xiii) send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a service account, newsgroup, or chat service;

xiv) distribute programs that remove locks or time-outs built into software (cracks);

xv) unless you subscribe to a Service plan that expressly provides for a static or statically assigned Internet protocol ("IP") address, run programs, equipment, or servers from the Premises that provide network content or any other services to anyone outside of your Premises LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;

xvi) initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;

xvii) (participate in the collection 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;

xviii) collect responses from unsolicited messages;

xix) (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;

xx) service, alter, modify, or tamper with the Comcast-Provided Equipment or Service or permit any other person to do the same who is not authorized by Comcast;

xxi) (connect the Comcast-Provided Equipment to any computer outside of your Premises;

xxii) collect, or attempt to collect, personal information about third parties without their consent;

xxiii) (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 of bandwidth, abuse of operator privileges and attempts to "crash" a host; and

xxiv) violate the rules, regulations, or policies applicable to any network, server, computer database, or website that you access.

## Security

You are responsible for any misuse of the Service, even if the misuse was committed by an employee, contractor, customer, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on the device. Comcast recommends against enabling file or printer sharing of any sort unless you do so in strict

compliance with all security recommendations and features provided by Comcast and the manufacturer of applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a LAN, for example, should be protected with a strong password or as otherwise appropriate.

### **Inappropriate Content and Transmissions**

Comcast reserves the right, but not the obligation, 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 offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. Neither Comcast nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings made through 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 the Agreement and any other applicable policies.

### **Electronic Mail**

The Service may not be used to send unsolicited bulk or commercial messages in violation of law and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resource which uses the Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail in violation of law, whether or not the e-mail is commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference Comcast or the Comcast network (e.g. by including "Organization: Comcast" in the header or by listing an IP address that belongs to Comcast or the Comcast network) in any unsolicited e-mail even if that e-mail is not sent through the Comcast network or Service.

Comcast Service plans limit the storage of messages on Comcast's servers to a set number of days and may set a fixed upper limit on the number of messages that you may send or receive through the Service. Neither Comcast nor any of its suppliers shall have any liability for the deletion of, or failure to store, messages or for the misdelivery of, failure to deliver or the untimely delivery of messages.

Comcast is not responsible for forwarding e-mail sent to any account which has been suspended or terminated. This e-mail will either 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 such identifier 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.

### **Newsgroups**

Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. Comcast reserves the right to discontinue access to any newsgroup at any time for any reason. Comcast Service plans limit the amount of newsgroup content that may be downloaded.

**Instant Messages**

You alone are responsible for the contents of your instant messages and the consequences of any instant messages. Comcast assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages.

**Web Site Hosting**

As part of the Service, Comcast may provide you with web site hosting, access to web pages that you have developed, and storage space (collectively, "Comcast Web Site Hosting"), or under an applicable Service you may provide or obtain your own web site hosting and related services (collectively, "Customer Web Site Hosting"). You are solely responsible for any information that you or others publish or store using Comcast Web Site Hosting or Customer Web Site Hosting, and for the compliance with this Policy of Comcast Web Site Hosting and Customer Web Site Hosting. You must ensure that the intended recipient of any content made available through Comcast Web Site Hosting or Customer Web Site Hosting is appropriate. For example, you 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 offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of this Policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Comcast may remove or block content that you publish or attempt to publish using Comcast Web Site Hosting and terminate your Comcast Web Site Hosting and/or your use of the Service if we determine that you have violated the terms of this Policy. In this case, termination or other charges may apply.

**Network, Bandwidth, Data Storage and Other Limitations**

You must comply with all current bandwidth, data storage, and other limitations on the Service established by Comcast and its suppliers.

You must ensure that your activity (including, but not limited to, use made by you or others of Web Site Hosting) does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent the sole judgment of Comcast an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede Comcast's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network Services.

**Copyright Infringement**

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, you 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 law 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 believes in its sole discretion is infringing these rights. Comcast may terminate the Service at any time with or without notice.

for any affected customer or user. In this case, termination or other charges may apply.

Copyright owners may report alleged infringements of their works that are stored on the Service 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 (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). If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person 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, you expressly agree that Comcast will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

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

G. Lipscomb and S. Austin  
Comcast Cable Communications, LLC  
1800 Bishops Gate Boulevard  
Mt. Laurel, NJ 08054 U.S.A.  
Phone: (856) 317-7272  
Fax: (856) 317-7319  
[dmca@comcast.net](mailto:dmca@comcast.net)

Copyright owners may view and print a notification of claimed infringement form in [HTML](#) format. Complete the form and return it to Comcast. Comcast doesn't require that you use this form, and 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 damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you 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.

#### **Violation of Acceptable Use Policy**

Comcast does not routinely monitor the activity of Service accounts for violation of this AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although Comcast has no obligation to monitor the Service and the network, Comcast and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and to protect the network, the Service and Comcast users.

Comcast prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way which Comcast or its suppliers, in their sole discretion, believe violate this AUP,

Comcast or its suppliers may take any responsive actions they deem appropriate. 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. In case, termination or other charges may apply. Neither Comcast nor its affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not Comcast's exclusive remedies and Comcast may take any other legal or technical action it deems appropriate.

Comcast reserves the right to investigate suspected violations of this AUP, 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 which potentially violates this Policy. In this case, termination or other charges may apply. You expressly authorize Comcast and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include Comcast providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, Comcast is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of Comcast or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree 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.

You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against claims and expenses (including reasonable attorney fees) resulting from you engaging in any of the prohibited activities listed in this AUP or resulting from your violation of the AUP or of any other posted Comcast policy related to the Service. Your indemnification will survive any termination of the Agreement.

Revised and effective: May 2004

**Comcast Workplace**  
Speed. Security. Know-how.



# Terms and Conditions



**GoToMeeting**

Get a free 60-day trial of GoToMeeting.

## Workplace

### Teleworker

### Cable for Business

## Terms and Conditions

### Policies

The High-Speed Internet for Business Acceptable Use Policy has been revised as of May 2004 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.

- Comcast [Commercial Internet Privacy Policy](#)

### Comcast Workplace Terms of Service

Use of Comcast Workplace is subject to the Comcast Workplace General Terms and Conditions (see applicable below) and the High-Speed Internet For Business [Acceptable Use Policy](#).

#### Comcast Workplace General Terms and Conditions

- [Services purchased after 6/8/06.](#)
- [Services purchased between 4/6/06 and 6/8/06.](#)
- [Services purchased prior to 4/6/06.](#)

### Comcast Teleworker Terms of Service

Use of Comcast Teleworker is subject to Comcast Teleworker Master Services Agreement and the High-Speed Internet For Business [Acceptable Use Policy](#). A copy of the Comcast Teleworker Master Services agreement may be obtained by calling 888-205-5000



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## Internet Use Policy

**You must limit your time to 30 minutes if someone is waiting.**

1. Use of the workstations shall be on a first-come, first-served basis. Printing charges are \$0.15 per page.
2. The library cannot guarantee connections to remote computer sites.
3. Users may not receive e-mail on the library's account. User must have or set-up his or her own e-mail account.
4. Staff will provide only basic instruction on the use of the Internet.
5. Users must be sensitive to the fact that Internet workstations are in public locations, and therefore images on the screen are subject to viewing by others, including children. This may include images that are inappropriate for viewing in a public area and/or which the user does not find personally offensive. Should the user be found viewing such images, he/she may be asked to forfeit the rest of his/her time. Continued abuse will result in the user being barred from the Internet workstations indefinitely.
6. Parents or legal guardians are responsible for monitoring Internet use by the children in their care. An *Internet Consent for Minors* form must be signed by a parent or legal guardian before minor children may access the Internet. Parent or guardian must come in to the library to present identification and sign the Consent Form. Each time child wants to use the Internet he/she must show library card to staff.
7. Users must be aware that Internet filters are imperfect. Images and information accessed with a filter in place may still be deemed undesirable. Library is not responsible for what information is or is not filtered.
8. Patrons may not use their personal software on the library's workstations.
9. Users shall be responsible for compliance with all federal and state laws governing copyrighted materials.
10. Users shall be responsible for determining whether the information accessed is acceptable, reliable, and suitable.
11. All users of the electronic resources of the library agree to hold the El Dorado County Library harmless for any and all claims, losses, damages, obligations, or liabilities directly or indirectly relating to the use of the library's computers or the Internet.
12. Any misuse of the library's computers will result in the user's loss of computer privileges.
13. Use of the El Dorado County Library's computer workstations is evidence of the user's acknowledgment and agreement to be bound by this policy.
14. Users should be aware that the Internet is not a secure medium and that third parties may be able to obtain information regarding users' activities. However, the El Dorado County Library will not release information on the use of specific Internet resources by members of the public except as required by law or necessary for the proper operation of the Library.