

## 4. Software License

**Effective Date: September 30, 2020**

Please read this software license agreement (the "Agreement") carefully. By downloading, installing, or using any XFINITY- or Comcast-branded software, including Comcast-branded mobile applications, as updated from time to time ("Software"), you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms. If you do not understand or agree to the terms and conditions of this Agreement, you: (1) must not download, install, or use the Software; and (2) if the Software is already installed, you must uninstall the Software.

The Agreement is a legal agreement between you and authorized users on your account for whom you will be responsible hereunder (referred to as "**you**" or "**your**") and Comcast Cable Communications Management, LLC, its affiliates, and the subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area (collectively "**Comcast**" or "**we**").

In order to use some Software, you must know your Comcast ID and password. Comcast, in its sole discretion, shall determine which features and functionality of the XFINITY-branded and/or Comcast-branded services to make available through the Software, and you acknowledge and agree that Comcast can change this availability at any time with no notice to you. Additionally, your use of certain features of the Software, including but not limited to the Ecobill® and Autopay services, may be subject to additional terms and conditions.

### 1. Grant of a Limited License.

Subject to the terms and conditions set forth in the Agreement, Comcast hereby grants to you, and you hereby accept, a revocable, personal, limited, non-transferable, non-assignable, and non-exclusive license to download, install, and use the Software, in object code form only, on any computer, mobile device, or TV-connected device that you own, solely in accordance with the terms and conditions of the Agreement and for the purpose of accessing and using certain features and functionality of the XFINITY- or Comcast-branded websites, web services, and applications that link to this Agreement.

### 2. No Ownership Rights.

You have no ownership rights in any Software. Rather, you have the limited license granted above to use the Software as long as this Agreement remains in full force and effect. Except for the limited license granted to you, all other intellectual property rights in the Software, including ownership of the Software, shall remain at all times with Comcast and/or its licensors. Any use of Software by any other person, business, corporation, government organization or any other entity is strictly forbidden and is a violation of this Agreement.

### **3. Third-Party Software.**

There are software programs contained within some Software that have been licensed to Comcast by third parties. This Agreement applies to each third-party software program contained in the Software. You acknowledge and agree that any third-party software components are owned by their applicable licensors. Comcast does not make any representations or warranties about the operation or availability of this third-party software. Neither Comcast, nor its licensors, shall be liable for any unavailability or removal of this third-party software. Comcast is not responsible for any communications to or from these licensors, or for the collection or use of information by these licensors. You consent to the communications enabled and/or performed by the third-party software, including automatic updating of the third-party software without further notice. You agree that the third-party software licensors are intended third-party beneficiaries under this Agreement.

### **4. Third-Party Content.**

You acknowledge and agree that you are solely responsible for all content and information accessed through the Software, and that Comcast has no liability for content or information available through the Software that you find offensive, indecent, or objectionable.

### **5. Restrictions and Requirements.**

- a. You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time.
- b. As a condition of the limited license for the Software you may not: (i) publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Software or any part thereof; (ii) reverse engineer, decompile, translate, adapt, disassemble or otherwise reduce the Software to human readable form; (iii) attempt to create the source code from the object code for the Software; (iv) transmit the Software over any network or between any devices, although you may use the Software to make transmissions of other materials; (v) make any third party software contained in the Software a stand-alone product; (vi) take any action that will infringe on the intellectual property or other proprietary rights of Comcast or any third party software provider; or (vii) sublicense, rent, lease, or assign the Software. You may transfer the Software to other computers or mobile devices you own as long as you only use it on only the number of computers authorized by Comcast.
- c. You agree not to remove any proprietary notices, marks, or labels on the Software.
- d. You agree not to export, import, or re-export the Software in violation of any applicable law, rule, or regulation of any jurisdiction. You agree that you will only use the Software in a manner that complies with all applicable laws in the jurisdictions in which you use the Software, including but not limited to applicable restrictions concerning copyright and other intellectual property rights.
- e. You may only use the Software for your Non-Commercial, Private Use and as otherwise expressly provided for in the [Comcast Business Mobile Customer Agreement](#). As used herein, "Non-Commercial, Private Use" means a use of the Software for which no fee or consideration of any kind is charged or received, which takes place in your private or other authorized premises, or, if outside such premises (e.g., in a hotel room, dorm room, office,

or airport waiting lounge) is limited to a private viewing and use for you and your invitees. Non-Commercial, Private Use specifically excludes any public presentation (e.g., a presentation in a dorm lounge) and any presentation by a place of public accommodation or other commercial establishment (e.g., a bar or restaurant), even if no fee is charged.

- f. You may not use the Software in an attempt to circumvent, or in conjunction with any device, program, or service designed to circumvent, technological measures employed to control access to, use of, or the rights in, a content file, service, or other work protected by the copyright laws of any jurisdiction.

## **6. Modification and Order of Precedence.**

Comcast reserves the right to modify this Agreement from time to time, with or without any notice to you, though we will use reasonable efforts to provide notice to you of any modifications. By continuing to use the Software after Comcast has modified the Agreement, you agree to accept and be bound by these modifications. In the event of any conflict between the [Comcast Business Mobile Customer Agreement](#) or [Web Services Terms of Service](#) and this Agreement, the terms of this Agreement shall control, solely with respect to the conflicting provisions and solely with respect to your use of the Software.

## **7. Data Collection and Use.**

Comcast respects your privacy, and the Software will not access computer files or other information on your mobile devices except for those that are necessary for its download, installation, or use, or for which we otherwise obtain your consent. Comcast may collect information about your computer or mobile device, such as operating system, software versions, amount of available disk space, peripherals, and Internet connectivity, and information related to the Software's installation, such as whether the Software installed successfully on the first try. In addition, we may collect and use information about your use of the Software as we would any of other our Comcast-branded Web Services, as detailed in the Privacy Policy located at <https://www.xfinity.com/privacy/policy>. In addition, Comcast may update the Software at any time with or without notice to you.

## **8. Open Source.**

Some of the Software may contain open source software, as set forth at: <http://my.xfinity.com/terms/opensource/>. Open source software contained within the Software is subject to additional terms and conditions. To the extent there is any conflict between the terms of this Agreement and the terms of an open source software license, the terms of the open source software license will apply solely as to that open source software.

## **9. Support**

If you have questions regarding your use of the Software, please contact Comcast at 1-877-599-1845.

## **10. Termination**

This Agreement is effective starting on your first download, installation, or use of any Software and remains in effect until terminated. You may terminate this Agreement at any time by destroying or returning to Comcast all copies of the Software and associated documentation in your possession or under your control. This Agreement will terminate: (a) upon the later of termination of your [Comcast Business Mobile Customer Agreement](#) or your [Web Terms of Service](#); or (b) if Comcast finds that you have violated any of the terms of this Agreement. Upon termination, you agree to destroy or return to Comcast all copies of the Software and documentation and, upon Comcast's request, to certify in writing that all known copies, including backup copies, have been destroyed. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless it is made in writing and is signed by an authorized representative of the waiving party. All provisions relating to proprietary rights shall survive the termination of this Agreement.

## **11. Additional Terms Incorporated by Reference.**

You acknowledge and agree that the sections on warranty, limitation of liability, indemnification, binding arbitration, and general legal terms from the [Comcast Business Mobile Customer Agreement](#) are incorporated herein by reference and apply to your download, installation, and use of the Software.

Revised and Effective: September 30, 2020