

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
UCAAS SESSIONS SERVICE**

**ATTACHMENT IDENTIFIER: UCaaS Sessions Service, Version 1.1**

The following additional terms and conditions are applicable to Sales Orders for Comcast's UCaaS Sessions Service. A further description of the Service is set forth in Schedule A-1 hereto.

**DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Comcast Enterprise Services General Terms and Conditions (the "**General Terms and Conditions**").

**"Comcast Add-On for Microsoft Teams"**<sup>1</sup> means the optional feature Customer can purchase that integrates a Customer-provided or Comcast-managed Session Border Controller ("SBC") with Customer's Microsoft Teams phone to enable calling over the Comcast voice network within Customer's Microsoft Teams instance.

**"Direct Routing"** refers to a feature available within Microsoft Teams that enables businesses to connect a SIP trunking solution (e.g., the Service) to a Microsoft Teams phone, thereby providing the ability to make and receive calls placed to/from Customer's telephone number on Customer's Microsoft Teams instance.

**"Estimated Availability Date"** means the target date for delivery of the Service.

**"Service"** means Comcast Business UCaaS Sessions.

**"SIP"** means Session Initiation Protocol.

**"UCaaS"** means Unified Communications as a Service.

**"Underlay Connectivity Service"** means a service providing connectivity to the Internet.

**ARTICLE 1. CUSTOM INSTALLATION FEES**

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s), if any. Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

**ARTICLE 2. PROVISIONING INTERVAL**

Following Comcast's acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or about the Estimated Availability Date; provided, however, that Comcast's failure to provision the Service by the Estimated Availability Date shall not constitute a breach of the Agreement.

**ARTICLE 3. SERVICE COMMENCEMENT DATE**

The Service Commencement Date shall be the date Comcast informs Customer that the Service is available and performing at the Service Location in accordance with Schedule A-1 hereto. A single Sales Order containing multiple Service Locations or services may have multiple Service Commencement Dates.

Charges for Service shall begin to accrue as of the Service Commencement Date. Any failure or refusal on the part of Customer to be ready to receive the Service on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges and Comcast may terminate the Service for cause as provided under the General Terms and Conditions for any failure to pay such amounts.

Customer acknowledges and agrees that if Comcast is the provider of the Underlay Connectivity Service, charges may begin to accrue with respect to the Underlay Connectivity Service and the Service at different times.

**ARTICLE 4. SERVICE REQUIREMENTS**

In order to provide the Service at a Service Location, Customer is responsible for ensuring that the Service Location has the Underlay Connectivity Service. The Underlay Connectivity Service may be pre-existing or ordered in conjunction with the Service. For the avoidance of doubt, the Underlay Connectivity Service may be provided by Comcast or a third-party provider.

**IF THE UNDERLAY CONNECTIVITY SERVICE IS TERMINATED AT A SERVICE LOCATION OR**

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<sup>1</sup> Microsoft Teams is a trademark of the Microsoft group of companies.

**UNAVAILABLE FOR ANY REASON AT ANY TIME, THE SERVICE WILL BE INOPERABLE.**

**ARTICLE 5. TERMINATION CHARGES; PORTABILITY; UPGRADES**

**5.1** The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein.

**5.2 Termination Charges.**

**(a)** Subject to Section 5.3, in the event that Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service plus twenty percent (20%).

**(b)** Subject to Section 5.3, in the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- (i)** 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- (ii)** 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- (iii)** 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- (iv)** 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

**5.3 Exclusions.** Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.

**5.4 Portability.** Customer may terminate an existing Service (an "Existing Service") and turn up a replacement Service (i.e., activate Service at Service Locations other than the Service Locations for the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have a Service Term

equal to or greater than the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

**5.5 Upgrades.** Customer may upgrade the capacity of an Existing Service without incurring Termination Charges, provided that: (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must be at the Same Service Location as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade.

**ARTICLE 6. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT**

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("Technical Specifications"). The service level agreement applicable to the Service is set forth in Schedule A-2 hereto and incorporated herein by reference.

**ARTICLE 7. VOICE SERVICE ACCEPTABLE USE POLICY**

**7.1 Use Restrictions.** The Service may only be used at the Service Locations set forth in a Sales Order. Customer is solely responsible for the lawful use of the Service and compliance with all applicable laws and applicable third-party requirements, including without limitation outbound calling practices, and call recording/monitoring. Customer expressly agrees to not use the Service for autodialing or robocalling, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitations or polling), fax or voicemail broadcasting or blasting or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. Customer also expressly agrees that it shall not use the Service to originate or otherwise facilitate calls using misleading or incorrect caller ID information (i.e., illegal call spoofing) or in any manner inconsistent with the terms in Sections 7.2 and 7.3 herein. If Comcast

determines, in its reasonable discretion, that Customer's use of the Service is excessive or in violation of the Agreement, Comcast reserves the right, among other things, to terminate or modify the Service immediately and without notice. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND COMCAST'S AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, (SUB)CONTRACTORS, ATTORNEYS AND LICENSORS (EACH, A "COMCAST ASSOCIATED PARTY" AND COLLECTIVELY, THE "COMCAST ASSOCIATED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO CUSTOMER'S FAILURE TO COMPLY WITH THIS ARTICLE 7.

## **7.2 Fraudulent and Robocall Traffic.**

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

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

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

**7.3 Call Spoofing.** Customer shall not, and agrees not to, (a) use the Service to originate or otherwise facilitate calls using misleading or incorrect caller ID information or (b) deliberately falsify the information transmitted to the called party's Caller ID display to disguise its identity or

otherwise make calls with the intent to defraud, cause harm, or wrongfully obtain anything of value. Customer agrees to defend, indemnify and hold Comcast and the Comcast Associated Parties harmless from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses for claims relating to or resulting from Customer's violation of this Section 7.3.

## **ARTICLE 8: SERVICE LIMITATION**

**8.1 Disruption of Service.** Customer acknowledges and agrees that Service will not be available for use under certain circumstances, including without limitation, (a) when the network or facilities are not operating, (b) if normal electrical power is interrupted and Customer-Provided Equipment does not have a functioning backup power or (c) if the Underlay Connectivity Service is inoperable. Customer also acknowledges and agrees that the performance of any battery backup is not guaranteed. If Customer's battery backup (if any) does not provide power, the Service, including calls to 911, will not function until power is restored, provided the Comcast network is operational.

**8.2 Provision of Service.** Subject to the terms and conditions herein, the Service is intended for commercial, non-residential use only.

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

## **ARTICLE 9: LIMITATIONS OF 911/E911**

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

**9.2 Correct Address. FEDERAL LAW AND MANY STATES REQUIRE BUSINESSES USING MULTI-LINE TELEPHONE SYSTEMS TO TRANSMIT SPECIFIC LOCATION INFORMATION (E.G., OFFICE NUMBER, ROOM NUMBER, FLOOR LEVEL, DIRECTIONAL QUADRANTS WITHIN INDIVIDUAL BUILDINGS,**

**OR STREET ADDRESS FOR MULTI-LINE SYSTEMS THAT SERVE MULTIPLE DISCRETE BUILDINGS) FOR 911 CALLS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER, AND NOT COMCAST, BEARS SOLE RESPONSIBILITY TO ENSURE THAT CUSTOMER COMPLIES WITH ALL SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO IS A BREACH OF THE AGREEMENT.** In order for 911/E911 calls to be properly directed to emergency services, Comcast must have Customer's correct Service Location address at all times. If Customer moves the Service to a different Service Location (even temporarily) without providing the correct updated information to Comcast and obtaining Comcast's prior approval, 911/E911 calls may be directed to the wrong emergency authority, 911/E911 calls may transmit the wrong Service Location address, and/or the Service (including 911/E911) may fail altogether. Therefore, Customer must contact Comcast at least thirty-six (36) business hours before moving the Service to a new Service Location, or a new location within a Service Location and provide Comcast with the updated Service Location information to ensure the records update is in place by the time of the relocation.

Customer acknowledges and agrees that 911 calls made from nomadic Customer-Provided Equipment using the Service (i.e., Customer-Provided Equipment that can be moved to multiple locations but still use the same telephone number, including for calls placed via the Required Customer Service (as defined below)) will reach the emergency authority associated with the Service Location.

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

**9.3 Service Interruptions.** Customer acknowledges and agrees that the Service uses the electrical power in Customer's Service Location and requires that the Underlay Connectivity Service be maintained. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated Customer-Provided Equipment (if any) is not installed, fails, or is exhausted after several hours. Additionally, if the Underlay Connectivity Service fails, all calls (including without limitation 911 calling) will be interrupted. Comcast strongly suggests that Customer arrange for its own backup power supply. Provided that the underlying network is still operational, the duration of the Service during a power outage will depend, among other things, on Customer's backup power choice and proper configuration of Customer's disaster recovery features. Comcast bears no

responsibility for such loss of the Service.

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

**9.5 911/E911 Limitations for Nomadic Users.** Comcast only supports 911/E911 calls in those areas of the United States where Comcast can direct Customer's 911 calls to the appropriate Public Safety Answering Point (PSAP) in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges and agrees that 911 calls made within the U.S. from nomadic Customer-Provided Equipment using the Service will be directed to the emergency authority associated with the then-current Service Location address as described in Section 9.2. Customer agrees to comply with the Agreement (including this Product-Specific Attachment), all user guides, requirements and instructions provided by Comcast, including, without limitation, updating the Service Location associated with the nomadic Service or Customer-Provided Equipment. Nomadic Service does not support calls to abbreviated emergency service dialing codes used outside the U.S.

**9.6 Customer-Initiated 911 Testing.** Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to make test calls, Customer must dial 933 and shall not dial 911.

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

**9.8 LIMITATION OF LIABILITY AND INDEMNIFICATION.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ANY COMCAST ASSOCIATED PARTY WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND THE COMCAST ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT

LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911/E911.

**9.9 911 Notice.** Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below:

**(a) Customer action is essential to the protection of its employees and other users of the Service, as described below.**

**(b)** Federal laws and regulations, along with many states, now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer must in the initial Sales Order or a subsequent Sales Order provide location information for each telephone number exactly as it should appear to the 911 call taker.

**(c)** Customer acknowledges and agrees that Customer, and not Comcast, bears sole responsibility to ensure that it complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the Comcast 911 services described above at least to the extent required by law, and that Customer does not require the use of features not currently offered under the Agreement in order to comply with applicable laws. Regardless of if Customer also has “Private Switch/Automatic Location Identification” service in connection with its existing telephone service from another provider at the Service Location(s), Customer must maintain with Comcast updated location information for each telephone number as provided in this Section 9.9.

**(d)** Comcast provides an email notification to Customer from [Do Not Reply 911@comcast.com](mailto:Do Not Reply 911@comcast.com) (the “**911 Email Address**”) when a 911 call has been made unless Customer has opted out from receiving such notification from Comcast. It is Customer’s sole responsibility to provide an email address to Comcast and to keep such email address up to date. It is also Customer’s responsibility to ensure that Customer’s email does not filter, spam and/or block any emails from the 911 Email Address.

**9.10 Recommended Battery Back-Up is NOT Included.** Customer acknowledges and agrees that the Service uses electrical power from the Service Location. Customer acknowledges and agrees that Customer may lose access to and use of the Services, including 911/E911, if electrical power to the Customer-provided gateway, PBX switch, Required Customer Service, and/or handsets is

interrupted and such devices are not supported by a working battery backup. Customer also acknowledges and agrees that Comcast does not provide a battery backup for such devices and Customer is urged to arrange for their own backup power supply to these devices. In the event of a power outage, provided the underlying network is still operational, the duration of the Service during a power outage using the Customer-Provided Equipment to provide Services will depend on Customer’s backup power choice. If the Customer-Provided Equipment is disconnected or removed during a power outage and/or a battery is not charged, Services, including access to 911, will not be available. Customer acknowledges and agrees that in the event of a power failure, Comcast bears no responsibility for such loss of Service.

**9.11. Emergency Services Administrative Lines.** Customer acknowledges and agrees that Customer must provide Comcast with prior written notice before using the Service for any administrative lines intended to serve as a backup method for receiving emergency calls during a 911/E911 service disruption. Customer may not use the Service in this manner unless and until Comcast has reviewed and approved the request in writing, and Comcast will have ten (10) business days from receipt of complete notice to conduct its review and issue its approval, which Comcast may withhold or condition to address technical, security, capacity, operational, or regulatory considerations. For clarity, the Service is not a substitute for traditional 911/E911, Comcast disclaims any warranty of availability or suitability for emergency calling, and Customer remains solely responsible for compliance with all applicable laws and for maintaining alternative means of access to emergency services, to the maximum extent permitted under applicable law.

## **ARTICLE 10: EQUIPMENT REQUIREMENTS; INCOMPATIBLE EQUIPMENT; CUSTOMER RESPONSIBILITY FOR CUSTOMER-PROVIDED EQUIPMENT**

**10.1 Equipment Requirements.** In order to use the Service, Customer must maintain the (a) Underlay Connectivity Service and (b) Required Customer Service (as defined in Schedule A-1). Additionally, if Customer’s private branch exchange (“**PBX**”) cannot or fails to provide the requisite encryption for the Service, Customer must purchase a gateway that provides the required encryption. All such equipment (i.e., Underlay Connectivity Service, Required Customer Service and gateway, if any) is Customer-Provided Equipment. Customer acknowledges and agrees that (i) all Customer-Provided Equipment must be compatible with the Service and (ii) Customer is solely responsible for ensuring that the Customer-Provided Requirement is and remains compatible with the Service during the Service Term. The compatibility and encryption

requirements are posted online at <https://www.cb-bve.com> (as the same may be updated by Comcast from time to time).

## **10.2 Incompatible Equipment and Services.**

Customer acknowledges and agrees that Service may not support or be compatible with:

- (a) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain “dial-up” modems;
- (b) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain PBX equipment, answering machines, and traditional Caller ID units;
- (c) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- (d) 211 or 311 calling; or
- (e) Other call types not expressly set forth in Comcast's product literature (e.g., outbound shore-to-ship calling).

Customer's attempt to use any such systems or services in connection with the Service is solely at its own risk and Comcast shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

## **10.3 Customer Responsibility for Customer-Provided Equipment.**

(a) Customer is solely responsible for (i) providing, configuring and maintaining working PBX equipment, gateways (if required pursuant to Section 10.1), telephones and handsets (each, Customer-Provided Equipment) and all other Customer-Provided Equipment, (ii) notifying and training its users regarding proper use of the (A) Customer's system in accordance with applicable requirements (including but not limited to any legal and/or regulatory requirements) and (B) feature functionality maintained on any Customer-Provided Equipment, including but not limited to extension dialing, call forwarding and call configurations and (iii) any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers and mandated 3-digit dialing codes and to enable calls to be connected to new area codes. Support of such N11 numbers and mandated 3-digit dialing codes may include configuration of features maintained by Customer, for which Customer is solely responsible for maintaining. Except as set forth in Section 10.2(d), Comcast will support N11 and mandatory 3-digit dialing codes where such codes are made available by the local municipality. Customer also acknowledges and agrees that Comcast only supports seven-digit local calling

in certain areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

(b) Comcast shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of Comcast utilized in the provision of the Service renders any Customer-Provided Equipment or other equipment provided by a Customer obsolete or requires modification or alteration of such equipment or system or otherwise affects its use or performance.

(c) Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call.

(d) Customer is solely responsible for origination or termination of misconfigured calls, such as calls originated with an invalid telephone number and for calls with telephone numbers reserved as “Do Not Originate.”

## **ARTICLE 11: ADDITIONAL LIMITATIONS ON COMCAST'S LIABILITY**

**11.1 Limitations on Comcast's Liability for Directories and Directory Assistance.** IN THE EVENT THAT (a) COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, (b) CUSTOMER PROVIDES COMCAST SUCH INFORMATION TO BE PUBLISHED IN THE DIRECTORY OR DIRECTORY ASSISTANCE, AND (c) ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR BOTH; BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS AND (d) THE CONDITIONS SET FORTH IN SUBSECTION (c)(1), (c)(2) OR (c)(3) ARE DIRECTLY ATTRIBUTABLE TO COMCAST'S ACTIONS OR FAILURE TO ACT, THEN THE AGGREGATE LIABILITY OF COMCAST AND THE COMCAST ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY RECURRING CHARGES, IF ANY, WHICH

CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMCAST AND THE COMCAST ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED IN SUBSECTION (c)(1), (c)(2) AND/OR (c)(3). IF ANY OF THE AFOREMENTIONED CONDITIONS OCCUR AND ARE NOT A RESULT OF COMCAST'S ACTION OR FAILURE TO ACT, COMCAST WILL NOT BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH CONDITIONS. FURTHERMORE, IF COMCAST MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF THE COMCAST ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

**11.2 Customer Information.** Comcast and its suppliers reserve the right both during the term of the Agreement and upon the termination of the Agreement to delete Customer's voicemail, call detail, data, files, or other information that is stored on Comcast's or its suppliers' servers or systems, in accordance with Comcast's then-current storage and/or retention policies. Customer acknowledges and agrees that Comcast shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

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

## **ARTICLE 12: USAGE BILLING**

**12.1** Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., outbound, international calls). Generally, for billing purposes, a

measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine, voicemail or fax machine); it ends when one of the parties disconnects the call.

**12.2** Except as otherwise provided in this Product Specific Attachment ("PSA"), all Service calls are measured in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

**12.3** Notwithstanding anything to the contrary in the Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast or any Comcast Associated Party as if such a call were answered by the called party, Comcast will charge Customer for a completed call. Service pricing lists and fees can be found at

<https://www.xfinity.com/corporate/about/phonetermsofservice/comcastdigitalvoice/CDVBStatePricing>.

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

## **ARTICLE 13: ADDITIONAL TERMS APPLICABLE TO COMCAST ADD-ON FOR MICROSOFT TEAMS**

In order to use the Service with the Comcast Add-On for Microsoft Teams feature, Customer must use the Comcast Business Connector Portal. In connection with and as a condition to use by Customer of the Comcast Business Connector Portal, Customer acknowledges and agrees that: Customer acknowledges and agrees that: (a) Customer's access and use of the Comcast Business Connector Portal is limited to Customer's business purposes and solely in connection with the Comcast products/services Customer receives from Comcast for the specified duration in the Sales Order; (b) Customer may make and use a reasonable number of copies of the user instructions (both written and electronic), installation guides, technical manuals, and any other written or electronic documentation made available in connection with the Comcast Business Connector Portal to support Customer's use of the Comcast Business Connector Portal in accordance with this PSA and the General Terms and Conditions; (c) Customer must not: (i) attempt to create or recreate the source code for the

Comcast Business Connector Portal, or re-engineer, reverse engineer, decompile or disassemble the Comcast Business Connector Portal; (ii) modify, adapt, translate or create derivative works based upon the Comcast Business Connector Portal; (iii) remove, erase or tamper with any copyright or other proprietary notice embedded in the Comcast Business Connector Portal; or (iv) sublicense, sell, lease, rent, timeshare, or otherwise transfer, or pledge as security the Comcast Business Connector Portal or Customer's access to the Comcast Business Connector Portal; (d) by providing a user access to the Comcast Business Connector Portal, such user may have access to Customer's Service(s) details, usage and technical information, and Customer Proprietary Network Information (CPNI); (e) Comcast makes no representations or warranties about the Comcast Business Connector Portal and Comcast may change, modify, or alter at any time the information or functionality to which Customer will have access through the Comcast Business Connector Portal; (f) Comcast may immediately suspend Customer's access to the Comcast Business Connector Portal in its sole discretion, including without limitation, to address an emergency or threat to the security or integrity of Comcast's or Comcast's licensor's equipment, information, systems, or personnel; (g) Customer shall be responsible for the security, confidentiality, and use of Customer's username, password, and other security data; (h) Customer shall not provide any false identity information to gain access to or use the Comcast Business Connector Portal; (i) Customer shall be solely responsible for all information or orders (which shall include the submission of trouble tickets) electronically transmitted or use of any data, information, or Services obtained using Customer's username, password, and other security data; (j) Customer is solely responsible for the acts and omissions of all of its Comcast Business Connector Portal users and for promptly updating or revoking access when a user's role changes; (k) Customer must immediately notify Comcast if a user needs to be removed from the Comcast Business Connector Portal; (l) Customer shall not use the Comcast Business Connector Portal except as authorized, and shall not make the Comcast Business Connector Portal available to any third parties; (m) use of the Comcast Business Connector Portal shall be consistent with this

PSA and the General Terms and Conditions; (n) Customer shall immediately notify Comcast if there is any unauthorized use of Customer's account usernames, passwords or other security data or any use inconsistent with the terms of this PSA or the General Terms and Conditions; (o) Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Service and (p) COMCAST SHALL NOT BE RESPONSIBLE OR OBLIGATED FOR ANY COSTS, FEES, EXPENSES OR LIABILITIES ACCRUING AS A RESULT OF ANY UNAUTHORIZED USE OF THE COMCAST BUSINESS CONNECTOR PORTAL, CUSTOMER'S USERNAMES, PASSWORDS, ACCOUNT, OR OTHER SECURITY DATA.

Notwithstanding anything else in the General Terms and Conditions or this PSA to the contrary, Customer acknowledges and agrees that: (v) Comcast has no obligations or liability arising from or relating to the Comcast Business Connector Portal; (x) Comcast may increase Services fees to take into account any increase in the fees charged by Comcast's third-party provider for the Comcast Business Connector Portal; (y) Comcast's third-party provider may terminate or suspend Customer's access to or use of the Comcast Business Connector Portal if Customer violates this PSA or the General Terms and Conditions; and (z) Comcast may stop reselling the Comcast Business Connector Portal licenses to Customer at any time to the extent required by Comcast's third-party provider or if Comcast loses the right to do so from Comcast's third-party provider. Comcast hereby disclaims, and Customer hereby discharges, waives and releases Comcast from any past, present and future claims, liabilities and damages, known or unknown, arising out of or relating to the Comcast Business Connector Portal.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
UCAAS SESSIONS SERVICE**

**SCHEDULE A-1  
SERVICE DESCRIPTION AND TECHNICAL SPECIFICATIONS**

Comcast's UCaaS Sessions Service will be provided in accordance with the service description and technical specifications set forth below.

**1. Service Description**

The Service is an integrated solution that provides Customer with access to the Comcast telephone network via a SIP connection between the Comcast telephone network on one end and Customer's qualifying telephony environment, such as a PBX, contact center solution, call center solution, interactive voice response system ("IVR") or Microsoft Teams license (each, a "**Required Customer Service**" and collectively, the "**Required Customer Services**") on the other end. The Service enables local, long-distance, and international calling, subject to applicable rates, configurations and calling restrictions.

**A. Customer-Provided Equipment and Licenses.** The Service requires Customer to provide either a PBX, contact center solution, call center solution, IVR or Microsoft Teams license to connect to the Comcast telephone network. Customer is solely responsible for, at Customer's own expense, (i) procuring, configuring, securing, operating and maintaining the PBX and all required licenses to access and use the contact center solution, call center solution, IVR and Microsoft Teams in the manner contemplated in this PSA and (ii) securing any licenses, certificates, permissions, authorizations, approvals and/or capacity required by Customer's Required Customer Service provider in order to connect to or use the Required Customer Service with the Service. Customer is also solely responsible for configuring the Required Customer Services and connecting the Required Customer Services to the Comcast telephone network. Such connection can be either physical or virtual. Customer is responsible for maintaining settings and firmware on all gateways.

- a. **PBX.** If Customer connects a PBX to the Service, the PBX will provide Customer on-site control of Customer's telephony features. The Customer PBX and gateway (if any) are solely owned, operated and managed by Customer. Customer acknowledges and agrees that Customer shall have sole responsibility for the PBX and gateway, including but not limited to, maintenance and support. For the avoidance of doubt, the PBX and gateway are Customer-Provided Equipment. If the PBX or gateway fails, goes end of life or otherwise ceases to operate (either temporarily or permanently), the Service will not operate, including but not limited to 911 calling.
- b. **Contact Center Solutions, Call Center Solutions, IVRs and Microsoft Teams Licenses.** Customer acknowledges and agrees that Comcast will not provide any contact center solution, call center solution, IVR or Microsoft Teams license in connection with the Service and it is Customer's sole responsibility to secure and maintain licenses to such Required Customer Services. Comcast will not provide any maintenance or support in connection with the Required Customer Services. If Customer fails to maintain or misconfigures such Required Customer Services, the Service will not operate, including but not limited to 911 calling. Comcast will not be liable for any degradation, interruption, unavailability, quality issues, security incidents, or Customer noncompliance to the extent caused by or attributable to the Required Customer Service, including missing, expired, misconfigured, or insufficient licenses, certificates, or capacity.
  - i. **Microsoft Teams Licenses Only.** All use of Microsoft Teams is subject to Microsoft's current universal license terms and product-specific license terms (available at <https://www.microsoft.com/licensing/terms/>) (as the same may be updated by Microsoft from time to time) and all applicable Microsoft privacy and security policies (available at <https://www.microsoft.com/licensing/terms/product/PrivacyandSecurityTerms/all>) (as the same may be updated by Microsoft from time to time). Customer must review and agree to these terms prior to using Microsoft Teams with any Comcast service. Customer understands and agrees that it is responsible for understanding and complying with Microsoft's requirements and standards, and it must review and agree to all of Microsoft's license terms and policies, including Microsoft's Privacy Statement, prior to using

Microsoft Teams with any Service(s) provided by Comcast and/or Comcast's third-party vendor and Customer acknowledges that it has reviewed and agreed to the Microsoft end user licensing terms and applicable Microsoft policies for the Microsoft Teams services selected by Customer.

- B. Phone Numbers.** Customer has the option to bring or port phone numbers from Customer's account with another telephone carrier to Comcast. The porting process will be reviewed during the technical interview. Customer can also opt for Comcast to provide telephone numbers.
- C. Encryption.** Customer is solely responsible for ensuring that the Required Customer Service meets the encryption guidelines posted online at <https://www.cb-bve.com/> (as the same may be updated by Comcast from time to time). If Customer fails to comply with such encryption guidelines, the Service will not operate, including but not limited to 911 calling.

## **2. Technical Specifications**

The Service provides a digital connection to the Required Customer Services and enables Customer to complete calls in concurrent call sessions ("CCS"). CCS is the maximum number of telephone calls Customer expects to make or to receive simultaneously.

Customer is solely responsible for the Required Customer Services (including but not limited to their configurations) and any Customer-Provided Equipment connected to the Service.

- The Service requires 100kbps of bandwidth per CCS. Customer is solely responsible for ensuring sufficient bandwidth.
- The Service can support toll-free phone numbers for an additional monthly fee per toll-free number. Inbound usage fees also apply.

*Features Included in the Service (if enabled by Customer)*

- **Trunk Group Routing**. The Service provides Customer with the ability to enable the following features:
  - **Fail-Over** - If one trunk group is busy, the phone call will be routed to another trunk group. Customers must have at least two (2) trunks to enable this feature. This feature supports up to a max of ten (10) trunks. If a call exhausts the entire Fail-Over sequence, Customer can forward calls to a phone number designated by Customer.
  - **Load Balancing** - Phone calls are routed to the trunk group that is the least busy across an account. Customer can assign trunking groups and establish load balancing options during the technical interview. This feature supports a maximum of ten (10) trunks per load balancing configuration. The load balancing options must total one hundred percent (100%).
  - **Pooling** - Customer can pool its CCS across multiple trunks or Service Locations to ensure if one Service Location exceeds their capacity, Customer could "pool" unused CCS from another trunk to ensure calls are placed.
- **Call Forward Not Reachable (CFNR)**. The Service provides Customer with the ability to predetermine a forwarding number in the event of a service interruption. CFNR routes calls to a specific phone number provided by the Customer during the technical interview.
- **Direct Routing**. Subject to Section 1(A) above, Customer may connect the Service with Customer's Microsoft Teams license(s). If Customer does not purchase the Comcast Add-On for Microsoft Teams, Customer will be solely responsible for connecting Customer's Microsoft Teams license with the Service. For the avoidance of doubt, Customer will be solely responsible for configuring, managing, and supporting Customer's Microsoft Teams environment, including Customer's SBC, Microsoft Teams phone licensing, call flow configuration, and all

Microsoft Teams-related administration. Comcast will not handle, manage, support, assist with, advise on, or be responsible for any Microsoft Teams applications, features, policies, or connectors when the Service is used for Direct Routing. If Customer fails to configure or misconfigures Direct Routing, including the requisite scripting/connection, the Service will not operate, including but not limited to 911 calling.

*Features Available for an Additional Fee (if purchased and enabled by Customer)*

- **Bursting.** The Service provides Customer with the ability to increase the CCS by up to 20% during a period of high calling volumes for an additional monthly fee. For example, if Customer purchased 100 CCS and enables bursting, Customer would have access to 120 CCS during a period of high calling volume each month. Once enabled, Customer will have access to bursting until Customer contacts Comcast to disable the feature.
- **Comcast Add-On for Microsoft Teams.** The Service provides Customer with the ability to purchase the Comcast Add-On for Microsoft Teams for an additional monthly fee. Customer must procure and maintain at least two (2) Microsoft Teams licenses to use this feature. The Comcast Add-On for Microsoft Teams feature provides Customer with Direct Routing of calls placed to/from to the Comcast voice network within Customer's Microsoft Teams instance. More specifically, this feature includes the provision and management of Comcast SIP sessions and telephone numbers for Customers integrating Microsoft Teams via Direct Routing. Once purchased, Customer will receive a license to the Comcast Business Connector Portal, which enables Customer to manage the configuration of the scripting/connection via PowerShell.

For the avoidance of doubt, all of the above features (both features included in the Service and features available for an additional fee) will not be active unless Customer contacts Comcast to enable a feature. Customer can request that Comcast enable any or all of the above features during the technical interview. If Customer does not request that a feature be enabled during the technical interview, Customer can contact the Comcast Support Number to request that Comcast enable a feature.

**3. Service Delivery and Service Management**

- Technical Interview.** Comcast will engage the Customer in one or several interviews related to the Customer's technical implementation details and telephone configuration details. This will include information about Customer's Required Customer Service.
- Delivery and Activation Process.** Comcast will supply the configuration details to establish connectivity to the Comcast network via the Required Customer Service. A Comcast technician will not be dispatched to any Service Location.
- On-Going Solution Support.** Customer should contact the Comcast Support Network for any configuration requests after the technical interview.

**4. Technical Support and Maintenance**

Comcast provides a toll-free telephone number to Comcast Support, the "Comcast Support Number", that operates on a 24x7x365 basis. Comcast provides technical support for Service-related inquiries. Technical support will not offer consulting or advice on issues relating to Customer-Provided Equipment or other equipment not provided by Comcast.

- **Escalation:** Service issues should be directed to the Comcast Support Number. Service issue escalations may be escalated by Customer within Comcast Support to a Supervisor after twenty-four (24) hours, to a Manager twenty-four (24) hours following the escalation to a Supervisor, and to a Director twenty-four (24) hours following the escalation to a Manager.

- **Maintenance:** Comcast's standard maintenance window is Monday to Friday from 8:00 pm to 6:00am ET. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the Customer as required. Emergency maintenance is performed as needed and may be completed with or without notice.

## 5. Customer Responsibilities

In addition to the ongoing Customer responsibilities set forth in this PSA and in the General Terms and Conditions, Customers have the following responsibilities prior to the activation of the Service (collectively, the "**Customer Pre-Activation Responsibilities**"):

- Installing the Underlay Connectivity Service;
- Configuring the required settings in their Required Customer Service administrator settings to connect to the Service;
- Providing necessary space and power for all Customer-Required Equipment;
- Ensuring all racks are properly grounded; and
- Providing a point of contact ("POC") and backup POC for Service activation and any maintenance.

Comcast Add-On for Microsoft Teams Customers are also responsible for having, at the time of activation of the Comcast Add-On for Microsoft Teams, the following (collectively, the "**Customer Add-On Pre-Activation Responsibilities**"):

- At least one (1) active Microsoft Global Administrator account to perform initial configuration, consent to required permissions, and complete onboarding steps and all users participating in the integration, including the Microsoft Global Administrator, must hold proper Microsoft licensing in alignment with the Microsoft Teams Phone requirements;
- The following licenses must be available and unassigned at the time of activation:
  - At least two (2) available Microsoft 365 licenses (Business Basic/Standard/Premium or M365/O365 E1/E3/E5);
  - At least two (2) available Microsoft Teams Phone Standard licenses;
- Microsoft Entra Admin Center; and
- Microsoft Teams Admin Center.

In the event that Comcast cannot verify Customer's compliance with the Customer Pre-Activation Responsibilities and the Customer Add-On Pre-Activation Responsibilities (as applicable) prior to the activation of the Service, Comcast shall the right, in its sole discretion, to delay activation of the Service.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
UCASS SESSIONS SERVICE**

**SCHEDULE A-2  
SERVICE LEVEL AGREEMENT**

Comcast's UCaaS Sessions Service is backed by the following Service Level Agreement ("SLA"):

**A. Definitions**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this PSA or the General Terms and Conditions.

**"Service Interruption"** means an interruption in transmission that renders the Service unusable for transmission and reception. The Service shall be "Available" in the absence of a Service Interruption.

**B. Service Level Agreement (SLA)**

Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in the chart below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order ("Availability Credit"). For the purposes of calculating credit for a Service Interruption, the "**Length of Service Interruption**" begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Service caused by force majeure events, Planned Service Interruptions, Customer actions, omissions or equipment, Customer-Provided Equipment, or any other items set forth in the "Exceptions to Credit Allowances" section below.

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

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law.

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer or Customer's end users, agents, representatives or third-party suppliers.

## **C. Exceptions and Terms Applicable to All SLAs**

### **Emergency Blocking**

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

### **Remedy Processes**

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Customer name; (b) Customer account number; (c) Trouble Ticket number(s) opened by the Customer, and (d) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

### **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 or third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as set forth in the General Terms and Conditions, unless otherwise provided under applicable law.

### **Other Limitations**

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the objectives of the Service.