

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
BUSINESS VOICEEDGE® SERVICE**

**ATTACHMENT IDENTIFIER: Business VoiceEdge, Version 1.0**

The following additional terms and conditions are applicable to Service Orders for Comcast's Business VoiceEdge 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 meaning ascribed to them in the Business Services Customer Terms and Conditions (the "**General Terms and Conditions**").

"Cisco" means Cisco Systems, Inc.

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

"**Service**" means the Comcast Business VoiceEdge® Service.

"**Underlay Connectivity Service**" means connectivity to the Internet or a private Ethernet network.

"**Webex**" means Cisco's Webex for BroadWorks (Premium, Standard, or Basic), which is comprised of a cloud-based component and downloadable software component.

**ARTICLE 1. CUSTOM INSTALLATION FEES**

Once Comcast accepts a Service Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s). 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 Service Order.

**ARTICLE 2. PROVISIONING INTERVAL**

Following Comcast's acceptance of a Service Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Service 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 Services 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 Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates. Comcast shall notify Customer that the Services are available for use on 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 Services for cause as provided under the General Terms and Conditions. Comcast will consider the Service installation completed if Comcast has delivered Service, regardless of whether Customer refuses or fails to be ready to receive the Service.

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. For the avoidance of doubt, if Comcast is the provider of the Underlay Connectivity Service, charges will begin to accrue with respect to the Underlay Connectivity Service provided by Comcast.

**ARTICLE 4. SERVICE REQUIREMENTS**

In addition to those requirements set forth in this Product-Specific Attachment, 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 UNAVAILABLE FOR ANY REASON AT ANY TIME, THE SERVICE AT**

**THE SERVICE LOCATION WILL BE INOPERABLE.**

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

**5.1** The charges set forth or referenced in each Service 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 Service 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 with termination points on Comcast's network that are different than those of 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 Service Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Service 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 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 have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Service Order to Comcast for the Upgraded Service and that Service 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 ACCEPTABLE USE POLICY**

**7.1 Use Restrictions.** The Service may only be used at Service Locations where installed by Comcast. Customer expressly agrees to not use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax or voicemail broadcasting or blasting. Customer also expressly agrees to 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 sole 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) Customer expressly agrees not to use the Service for auto-dialing or robocalling, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitations or polling), fax or voicemail broadcasting or blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns.

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

(d) If Comcast detects a pattern of calls having characteristics of illegal robocalls, or if there is otherwise a reason to suspect illegal robocalling or spoofing, Comcast will seek to identify the party making such calls and take appropriate action including, but not limited to: (i) initiating a traceback investigation; (ii) verifying Customer's right to use the calling telephone number; (iii) determining whether the calling name sent to a receiving party matches Customer's corporate name, trademark, or d/b/a name; (iv) terminating Customer's 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, (i) use the Service to originate or otherwise facilitate calls using misleading or incorrect caller ID information or (ii) 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 when the network or facilities, including the Underlay Connectivity Service, are not operating or if normal electrical power is interrupted and Customer-Provided Equipment and/or Comcast Equipment does not have a functioning backup power. Customer also acknowledges and agrees that the performance of any battery backup is not guaranteed. If the battery backup does not provide power, the Service, including calls to 911, will not function until power is restored provided the Comcast network is operational. Customer also acknowledges that certain online features of the Service, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

**8.2 Provision of Service.** Subject to the terms and conditions herein, the Services are 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 for all Services: Comoros; Djibouti; Eritrea; Guinea; Guinea Bissau; Guyana; Ivory Coast; Liechtenstein; Maldives;

Moldova; Niue; Sao Tome; Senegal; Sierra Leone; Somalia; Suriname; Tuvalu; Vanuatu; Republic of Yemen; Zimbabwe; Algeria; Morocco; Nauru; Papua New Guinea; Saint Helena; Solomon Islands; and Western Samoa. Customers may still make calls to the foregoing countries by making operator assisted calls, which may be subject to an additional fee.

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

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

**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 UNDERSTANDS THAT CUSTOMER, AND NOT COMCAST, BEARS SOLE RESPONSIBILITY TO ENSURE THAT CUSTOMER IDENTIFIES AND COMPLIES WITH ALL SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO IS A BREACH OF THE AGREEMENT.** In order for 911/E911 calls to be properly directed to emergency services, Comcast must have Customer’s correct Service Location address. If Customer moves the Service to a different Service Location without obtaining Comcast’s prior approval and providing the correct updated information to Comcast, 911/E911 calls may be directed to the wrong emergency authority, 911/E911 calls may transmit the wrong Service Location address, and/or the Service (including 911/E911) may fail altogether. Therefore, Customer must contact Comcast at least thirty-six (36) 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 that 911 calls made from nomadic Comcast Equipment and Services (i.e., Comcast Equipment and Services that can be moved to multiple locations but still use the same telephone number) will reach the emergency authority associated with the Service Location.

**9.3 Service Interruptions.** Customer acknowledges and understands that the Service (a) uses the electrical power in Customer’s Service Location and (b) may rely on the Underlay Connectivity Service. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated Customer-Provided Equipment and/or Comcast Equipment is not installed, fails, or is exhausted after several hours. Additionally, if the broadband service fails, 911 calling may be interrupted. Customer is urged to arrange for its own backup power supply. Provided that the underlying network is still operational, the duration of the 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 U.S. where Comcast can direct Customer’s 911 calls to the appropriate PSAP in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges that 911 calls made within the U.S. from nomadic Comcast Equipment and Services 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 all user guides, requirements and instructions provided by Comcast, including, without limitation, updating the Service Location associated with the nomadic Service or Comcast 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 to 911, Customer agrees to obtain prior approval from the relevant state and or local emergency communications authority and assumes all responsibility for the placement of such calls.

### **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 make 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 SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND THE COMCAST ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

**9.9 911 Email Address.** Comcast provides an email notification to Customer from Do\_Not\_Reply\_911@comcast.com (the "911 Email Address") when a 911 call has been made unless Customer has opted out from receiving such notification from Comcast. It is Customer's sole responsibility to provide an email address to Comcast and to keep such email address up to date. It is also Customer's responsibility to ensure that Customer's email does not filter, spam and/or block any emails from the 911 Email Address.

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

### **10.1 Equipment Requirements.**

(a) **Network Hardware Equipment.** In order to use the Business VoiceEdge® Dedicated Service, Customer must use an Enterprise SIP Gateway ("ESG"). Customer must lease the ESG from Comcast. Such equipment is Comcast Equipment.

(b) **Premise Hardware Equipment.** To use the Business VoiceEdge Dedicated Service, Customer must use a Comcast IP phone handset, conference

device, or analog terminal adapter ("ATA") or other adapter device as determined by Comcast during the technical interview described below. Customer must lease an IP phone handset, conference device and/or ATA from Comcast. Such equipment is Comcast Equipment. Customer shall be solely responsible for any equipment plugged into the ATA and such equipment plugged into the ATA shall be considered Customer-Provided Equipment. Customer can visit <https://business.comcast.com/learn/phone/voiceedge-virtual-pbx> for a list of some devices that are compatible with the Service. For a full list of all compatible devices, Customer must contact its Comcast sales representative.

### **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 private branch exchange ("PBX") equipment, answering machines, and traditional Caller ID units;
- (c) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- (d) 211 or 311 calling; or
- (e) Other call types not expressly set forth in Comcast's product literature (e.g., outbound shore-to-ship calling).

Customer's attempt to use any such systems or services in connection with the 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 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 dialing and mandated 3-digit dialing codes in areas where the Service is made available by the local municipality. Customer also acknowledges and accepts that Comcast only supports seven-digit local calling in certain areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

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

(c) Customer 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 or 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, (c) ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT

THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS AND (d) THE CONDITIONS SET FORTH IN SUBSECTION(c)(1), (c)(2) OR (c)(3) ARE DIRECTLY ATTRIBUTABLE TO COMCAST'S ACTIONS OR FAILURE TO ACT, THEN THE AGGREGATE LIABILITY OF COMCAST AND THE COMCAST ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY RECURRING CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMCAST AND THE COMCAST ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED IN SUBSECTION (c)(1), (c)(2) AND/OR (c)(3). IF ANY OF THE AFOREMENTIONED CONDITIONS OCCUR AND ARE NOT A RESULT OF COMCAST'S ACTION OR FAILURE TO ACT, COMCAST WILL NOT BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH CONDITIONS. FURTHERMORE, IF COMCAST MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF THE COMCAST ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

**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 confirmed that the call is coming from a telephone number that has not been falsified or spoofed. Customer understands and acknowledges that an indicator that a particular calling telephone number has been authenticated or “verified” does not mean that the call is a desired call or a legitimate call. Similarly, Customer understands and acknowledges that the lack of a “verified” indicator does not mean that the call is an unwanted or illegitimate call. Customer is responsible for protecting itself from fraudulent calls. Comcast shall have no liability for any actual or alleged damages claimed to be caused, directly or indirectly, as a result of Customer’s reliance on enhanced Caller ID services.

#### **ARTICLE 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 or fax machine); it ends when one of the parties disconnects the call.

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

**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/phoneterms ofservice/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 LICENSED SOFTWARE TERMS**

In addition to the use restrictions set forth in the General Terms and Conditions, as a condition of use of the Licensed Software, Customer shall not (a) transfer, assign or sublicense the Licensed Software to any other person, organization or entity, (b) attempt to create any derivative versions thereof, or (c) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form.

#### **ARTICLE 14: ADDITIONAL TERMS APPLICABLE TO WEBEX**

Comcast is authorized by Cisco to resell Webex licenses. In order to use Webex, Customers must download the Webex software component from Cisco, after which Customers may use such software component to access the Webex cloud-based component. In connection with and as a condition of such resale and download, and subsequent use by Customer, Customer acknowledges and agrees that Customer’s use of Webex is governed by (a) the Webex Privacy Policy available at <https://www.cisco.com/c/en/us/about/legal/privacy.html>, (b) the Cisco Privacy Data Sheets relating to Webex available at [https://trustportal.cisco.com/c/r/ctp/trustportal.html#/customer\\_transparency](https://trustportal.cisco.com/c/r/ctp/trustportal.html#/customer_transparency), (c) the Cisco End User License Agreement available at [www.cisco.com/go/eula](http://www.cisco.com/go/eula), and (d) the product specific terms available at <http://www.cisco.com/go/cloudterms> (as each of the foregoing may be updated by Cisco from time-to-time, collectively, “Pass-Through Terms”). Customer accepts the Pass-Through Terms.

Notwithstanding anything else in the General Terms and Conditions or this Product Specific Attachment to the contrary, Customer acknowledges and agrees that: (v) Webex is not part of the Services; (w) Comcast has no obligations or liability arising from or relating to Webex; (x) Comcast may increase Services fees to take into account any increase in the fees charged by Cisco for Webex; (y) Cisco may terminate or suspend Customer’s access to or use of Webex as set forth in the Pass-Through Terms; and (z) Comcast may stop reselling Webex licenses to Customer at any time to the extent required by Cisco or Comcast loses the right to do so from Cisco. 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 Webex.

## COMCAST ENTERPRISE SERVICES

### PRODUCT-SPECIFIC ATTACHMENT BUSINESS VOICEEDGE®

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

Comcast's Business VoiceEdge will be provided in accordance with the service descriptions and technical specifications set forth below.

##### 1. Service Description

Comcast Business VoiceEdge ("BVE") is a cloud-based private branch exchange ("PBX") that provides Customers with a unified communications experience from Customer's users' desk phone, mobile phone, or computer. The Services described in the table below may be purchased individually or in certain combinations, as made available by Comcast and as set forth in a Service Order.

BVE Services	Description
Unified Communication ("UC") Seat*	An all-in-one UC seat that includes all BVE Core Features (as defined below) plus access to the Business VoiceEdge desktop application and Comcast Business mobile application to make and receive phone calls.
Basic Seat	A basic seat that includes all BVE Core Features. Customer must associate a physical device to the seat in order to complete calls.
BVE with Webex Standard Seat**	<p>A seat that combines Basic Seat voice calling with Webex – Standard features that adds the ability to host up to 100 users in a personal meeting room ("PMR") with a dedicated dial-in number.</p> <p>Includes emergency calling, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription features for business voice calls.</p>
BVE with Webex Premium Seat**	<p>A seat that combines Basic Seat voice calling with Webex – Premium features that increases the PMR count to 1000 attendees and provides additional meeting controls.</p> <p>Includes emergency calling, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription features for business voice calls.</p>

\*The UC seat cannot be used in conjunction with the Basic, Webex Standard, or Webex Premium seats.

\*\*For clarity and avoidance of doubt, each of the BVE with Webex options (Standard or Premium) described in the table above includes, combines or is bundled with a Basic Seat. Webex is not available for purchase from Comcast separate from a Basic Seat.

The following features are core features of the Service (the "BVE Core Features") and included with the UC Seat, Basic Seat, BVE with Webex Standard Seat and BVE with Webex Premium Seat.

Core Feature	Description
Alternate Numbers	An Alternate Number is a phone number that can receive inbound calls only to a number within Customer's BVE account. If a Customer has inventory numbers available, the inventory numbers can be used as alternate numbers.
Automated Attendants	Automated Attendant ensures that incoming calls receive prompt, consistent, and professional treatment. Callers route themselves via menu prompts directly to the specific information or department they seek. Customers can configure Automated Attendants under the Automated Attendants section.



<b>Core Feature</b>	<b>Description</b>
Busy Lamp Field	The Busy Lamp Field (BLF) feature allows Customers to view when any of Customer's users are on the phone. Assign users to the feature and a light next to their name on Customer's Poly phone and such light will indicate if a user is on the line or not.
Call Forwarding	Call Forwarding allows Customers to redirect calls to another number if a user is out of the office for an extended period.
Call History	Customers can review combined call history for all the Service Location's seats in the Call History section of Comcast Business MyAccount account ("MyAccount"). View the last 60 missed, received, and outgoing calls in one page with easy access to export and filter results.
Call Park	Call Park allows users to suspend (park) a call to a specific location (extension) and then retrieve that call from any phone device in the account.
Call Pickup Groups	Call Pick Up Groups allows Customers to answer calls directed to any extension within a created group. Business VoiceEdge admins can create a pickup group comprised of selected users.
Caller ID	Business VoiceEdge admins can manage caller ID settings for Business VoiceEdge users and unused seats. This includes their external caller ID number and internal caller ID name.
Hunt Groups	Hunt Groups allow users within a group to be included in a specified sub-group to handle incoming calls received by an assigned Hunt Group's phone number. Customers can add users to a hunt group and manage Customer's hunt groups under the Hunt Groups section.
Key System Emulation	A custom Parking Lot and Key System Emulation ("KSE") on Customer's device allows you to place callers on hold and be picked up from another KSE-enabled device. KSE also allows users to simply transfer a call by pressing one button using BVE's Key System technology.
Music on Hold	Music on hold allows audio to be played for callers patiently waiting on hold.
Paging	The Comcast Business VoiceEdge paging feature allows Customers to deliver a message simultaneously to all users, within a paging group, via the speaker in their phone.
Reset Login Credentials	If a user forgets their account password or their voicemail PIN, an admin can send a password or PIN reset email directly from MyAccount.
Shared Call Appearance	Shared Call Appearance displays the same telephone number across multiple devices or users. For example, if an executive wants their administrative assistant to make and receive calls on their behalf, they could use Shared Call Appearance. All calls directed to the executive's number would simultaneously be received on the administrative assistant's line.
Voicemail	Allows callers to leave a message if a user is unavailable. Admins can manage voicemail for voicemail only seats and on behalf of other users.

The following enhanced features may be purchased, as made available by Comcast, as add-ons to the Services described in the "BVE Services" table above. The enhanced features may be purchased individually or in certain combinations, as made available by Comcast.

<b>Enhanced Feature</b>	<b>Description</b>
Call Queue Agent	Call Queue is an additional service Customer can add on that allows Customer to distribute calls among a group of employees. If all employees are busy, calls will be queued until someone becomes available.
Receptionist Console	The Receptionist Console is an additional service Customer can add on that is a web-based attendant console that manages and screens inbound calls for Customer's business.

Additional Voicemail Box	Additional Voicemail Box is an additional service Customer can add on that allows callers to leave a message if Customer is unavailable. Admins can manage voicemail for voicemail only seats and on behalf of other Customer users.
--------------------------	--

### *Call Recording Feature*

The Business VoiceEdge call recording feature (“Call Recording”) enables Customers that have a Business VoiceEdge Basic Seat, Webex Standard Seat or Webex Premium Seat to record Public Switched Telephone Network (“PSTN”) calls, including voicemails. More specifically, once Call Recording is enabled by Customer, all (a) PSTN calls placed to/from Customer’s Business VoiceEdge desktop phone and (b) Webex PSTN calls placed to/from Customer’s Webex desktop or mobile application, will be recorded. Call Recording has three recording modes:

- Never record calls – no calls will be recorded for the user
- Always record calls (Allow Pause and Resume) – every call for this user will be recorded from the start of a call, but the user has the ability to pause a recording and resume a recording at any point during a call
- Record calls on demand – no calls will be recorded for the user at the start of the call, but the user can choose to (a) manually enable recording at any point, (b) pause a recording (c) resume a recording at any point during a call or (d) stop a recording at any point

Customer is solely responsible for managing the Call Recording recording mode. Customer acknowledges and understands that the default recording mode setting for Call Recording is “Never record calls” (i.e., disabled) and that Customer must change the recording mode to “Always record calls” or “Record calls on demand” in order to record its PSTN calls. With respect to voicemails, the default recording mode setting is to never record voicemails and Customer must select the “Enable Voicemail Recording” option under the user settings, which, when enabled, will record the voicemail in this Call Recording feature.

Once Call Recording is enabled by Customer in the Call Recording web application (the “Web Application”), Customer and Customer’s users can start, pause, and resume recordings of PSTN calls (a) in the Webex desktop or mobile application or (b) by hitting the “Record” soft key on the telephone if Customer has any of the following devices:

- Polycom/VVX 250
- Polycom/VVX 350
- Polycom/VVX 450
- Poly CCX 500
- Poly CCX 600

Such devices are Customer-Provided Equipment. All other devices that are supported by Business VoiceEdge will require the use of Feature Access Codes (also known as Star Codes) in order to start, pause and resume recordings.

Code	Control
*44	Start recording
*45	Stop recording
*48	Pause recording
*49	Resume recording

The current URL for the Web Application is <https://voiceedge-callrec.comcast.com/recordings> (as the same may be updated by Comcast from time to time).

Customer’s administrators can access all PSTN call recordings in the Web Application. Recordings will only be stored for the earlier of (a) the date an administrator deletes a recording and (b) forty-five (45) days after the recording is created (the “Recording Retention Period”). Customer acknowledges and agrees that after the Recording Retention Period, Customer will no longer have access to any recordings.

Call Recording has 2 access roles: Business VoiceEdge MyAccount Admin and Business VoiceEdge User. These roles permissions are split as the below table:

	Admin	User
View a list of recordings for all users	•	
View a list of recordings made/placed by user		•
Sort and filter the list of recordings	•	•
Listen to recordings for all users	•	
Listen to recordings created by user		•
Delete recordings (Single or Bulk)	•	
Download a recording as an MP3 (Single)	•	•
Attach and remove tags to recordings	•	•
Export the list of recordings as a CSV file (Single or Bulk)	•	•
View and update quality assurance ratings	•	
View the Tag Library	•	
Sort and filter the Tag Library	•	
Add / Edit / Delete tags from the Tag Library	•	
View the User Directory	•	
Sort and filter the User Directory	•	
Export the list of users as a CSV	•	
Update user details, including but not limited to deactivate recording and change recording mode	•	
Select and modify recording mode for all or specific users	•	

Customer acknowledges that there are laws regarding the notice, notification, and consent requirements for recording conversations that vary from state to state. It is Customer's sole responsibility to determine and comply with all federal, state, and local laws in any relevant jurisdiction related to Customer's use of Call Recording, including but not limited to recording disclosures and privacy laws. Comcast expressly disclaims all liability with respect to Customer's use of Call Recording. 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 any federal, state, or local law in any relevant jurisdiction related to Customer's use of Call Recording.

## 2. Technical Specifications

The Service can be delivered either (a) over-the-top ("OTT"), utilizing Customer's Underlay Connectivity Service or (b) if Customer is within Comcast's footprint, Customer can have a Dedicated BVE Modem and ESG installed at the Service Location to have Customer's voice traffic on a separate, dedicated connection (the "Business VoiceEdge Dedicated Service"). The modem and ESG are Comcast Equipment. For additional OTT network requirements, please visit <https://www.cb-bve.com/ott-requirements/>.

## 3. Service Delivery and Service Management

- A. **Technical Interview:** Comcast will engage the Customer in one or several interviews related to the Customer's technical implementation details and telephone configurations (e.g., call flows). Comcast will document the requests through a qualification checklist to assist in the Service installation process. The checklist will include information such as: hardware choices, number of seats, call flow designs, ported number requests and more.
- B. **Delivery and Installation Process:** Customer will work with the Comcast Project Manager to schedule Service installation. If Customer selects a professional installation, a technician will install the Service. If Customer selects a self-installation, the Comcast Equipment will be delivered to the Service Location and Customer, not Comcast, is responsible for unboxing, assembling and installing such Comcast Equipment. will come plug and play and you will be required to unbox and assemble yourself.

- C. **On-Going Solution Support:** Customer can contact its Comcast Project Manager or Solution Design Engineer to make changes to Customer's configuration after the technical interview and before installation has been completed.

#### 4. **Technical Support and Maintenance**

Comcast provides a toll-free telephone number (1-800-741-4141) 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 ("CPE") 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.
- **Comcast Equipment:** Comcast provides certain Comcast Equipment (e.g., cable modem, ATAs, and/or ESG) for provisioning the Service. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering the Service. If you experience issues with any Comcast Equipment, Comcast Support can order a new device to be delivered to replace the broken device that cannot be repaired over the phone (an additional fee may apply).

#### 5. **Customer Responsibilities**

In addition to the ongoing Customer responsibilities set forth above and in the General Terms and Conditions, Customers have the following responsibilities related to the installation of the Service (collectively, the "**Customer Pre-Installation Responsibilities**"):

- Providing necessary space and power for the Comcast Equipment;
- Ensuring all racks are properly grounded;
- Storing any packages delivered for the installation of the Services in a secure, temperature-controlled location that will not be opened by anyone other than Comcast;
- Securing all applicable approvals for Comcast to access the Service Location (if any);
- Providing an escort that can enable Comcast's access to the buildings and Demarcation Point at the Service Location to allow Comcast. Provide access to each Service Location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities;
- Providing a point of contact ("**POC**") and backup POC for installation, Service activation, and any maintenance; and
- Ensuring that the Underlay Connectivity Service is installed and operational prior to installation of the Services.

In the event that Customer does not verify its compliance with the Customer Pre-Installation Responsibilities prior to the installation of the Service, Comcast shall the right, in its sole discretion, to delay installation of the Service.

In addition to the ongoing Customer responsibilities set forth above, Customers have the following responsibilities after the installation of the Service (collectively, the “**Customer Ongoing Responsibilities**”):

- Ensuring proper wiring to each end point is available;
- Ensuring that all Service Locations have active power;
- Enabling and disabling Call Recording for each of Customer’s users; and
- Managing all Customer recordings that are downloading onto Customer’s (including its users) local devices.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
BUSINESS VOICEEDGE®**

**SCHEDULE A-2  
SERVICE LEVEL AGREEMENT**

Comcast's Business VoiceEdge® 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 Service 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 Service 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 Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission 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 Agreement, 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 Services.