

**COMCAST ENTERPRISE MANAGED SERVICES  
MASTER SERVICES AGREEMENT (MSA)**

MSA ID#: N/A	MSA Term: See Intent Agreement	Corporate Entity Name: Identified in Intent Agreement("CORP")
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**CUSTOMER INFORMATION**

Primary Contact:	<u>Primary Contact Address Information</u>
Title:	Address 1:
Phone:	Address 2:
Cell:	City:
Fax:	State:
Email:	Zip Code:

The Master Services Agreement ("**MSA**" or "**Agreement**"), dated \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), is by and between Comcast Cable Communications Management, LLC, on behalf of itself and its operating affiliates or subsidiaries providing the services hereunder, and the entity identified above CORP and consists of this Cover Page, the general terms and conditions attached hereto as Attachment "1" (the "**General Terms and Conditions**"), the attachments (each, a "**Product Specific Attachment**" or "**PSA**") and appendices marked below, each Sales Order and/or Statement of Work ("**SOW**") entered hereunder, and each amendment ("**Amendment**") executed by the Parties. In the event of any inconsistency between the foregoing documents, precedence will be given as follows: (1) this Cover Sheet; (2) Amendment(s) (if any); (3) Sales Order(s) and/or SOW(s); (4) Product-Specific Attachment(s); and (5) General Terms and Conditions.

Attachment Name	Mark to Attach to this MSA
<b>"Product-Specific Attachments"</b>	
Attachment "2": " <b>Comcast Managed Services</b> "	<input checked="" type="checkbox"/>

**ATTACHMENT “1” TO MASTER SERVICES AGREEMENT**  
**COMCAST ENTERPRISE MANAGED SERVICES GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. DEFINITIONS**

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

**Affiliate:** With respect to each Party, any entity that controls, is controlled by, or is under common control with such Party. For the purposes of this definition, “control” shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity. With respect to CORP, an “Affiliate” is any entity that is majority owned by (50% or more) or under common control or ownership with CORP.

**Agreement or MSA:** As defined on the Cover Page executed by the Customer and Comcast.

**Comcast:** The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

**Comcast Equipment:** Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, and Customer-Provided Equipment even if managed by Comcast shall not be considered Comcast Equipment.

**Confidential Information:** All information regarding either Party’s business that has been marked or is otherwise communicated as being “proprietary” or “confidential” or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked or otherwise designated as proprietary, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties’ communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

**Customer:** The company or entity that is purchasing the Services at each Service Location from Comcast pursuant to this Agreement or a Franchisee Participation Agreement, as applicable, and each associated Sales Order and/or Statement of Work. For the avoidance of doubt, Customer is intended to include Franchisees as well as CORP or its Affiliate, if either is the owner and operator of any Service Locations that are receiving the Services.

**Customer-Provided Equipment:** All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

**Franchisee:** An entity (including CORP and CORP Affiliates) operating a [ ]-branded location(s) that requests Services at such location(s) pursuant to this Agreement.

**Franchisee Participation Agreement:** The agreement attached hereto as Appendix 1 which, when executed by a Franchisee, will permit Franchisees to order Managed Services pursuant to the terms of this Agreement.

**Franchisee Sales Order:** A request for Comcast to provide the Services to Service Location(s) submitted by a Franchisee to Comcast in conjunction with or under a Franchisee Participation Agreement.

**Managed Services:** The Services ordered by Customer through an SOW entered into under the Managed Services Product Specific Attachment.

**Network:** The Comcast Equipment, fiber optic, or coaxial cable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s).

**Party:** A reference to Comcast, CORP or the Customer, as applicable.

**Product Specific Attachment(s) or PSA(s):** The attachments to this Agreement that include the additional terms and conditions applicable to each of the Services ordered by Customer under the Agreement.

**Sales Order:** An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the Parties. The term Sales Order shall also include Franchisee Sales Order(s), as applicable.

**Service(s):** Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

**Service Commencement Date:** Unless otherwise set forth in a PSA or SOW, the date(s) on which Comcast first makes a Service available for use by Customer at a Service Location. A single SOW and/or Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

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

**Service Term:** As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

**Statement of Work (SOW):** The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

**Termination Charges:** Charges that may be imposed by Comcast upon early termination of a Service, as specified in the applicable PSA or SOW.

## **ARTICLE 2. DELIVERY OF SERVICE**

**2.1 Orders.** To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast. For purposes of Sales Orders, upon Customer's signature, the Sales Order will become binding, subject to an engineering review. SOWs shall not become binding unless and until executed by both Parties. Notwithstanding any other terms contained herein, CORP and Comcast agree that only CORP and Comcast may enter into SOWs for Managed Services under this Agreement. If contemplated in an SOW, Franchisees may order Managed Services under the SOW pursuant to the process outlined in Article 2.7 below. Each Sales Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide CORP and/or Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("**Custom Installation Fee**" or "**Construction Charges**"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Services to the affected Service Location upon ten (10) days' notice to Customer, without penalty.

**2.2 Access.** To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common

room space within and/or outside each Service Location and facility containing the Service Location ("**Access**"). Within each Service Location and facility containing the Service Location, CORP and Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that CORP and/or Customer fails to secure or maintain such Access, Comcast (i) may, upon thirty (30) days' prior written notice, cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as CORP and/or Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location or facility and associated property containing the Service Location, which Access is needed to provide Services to such Service Location, CORP and/or Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other Party.

**2.3 Hazardous Materials.** If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

### **2.4 Equipment.**

**A. Comcast Equipment.** Unless otherwise set forth in an SOW, Comcast may, in its sole discretion, remove or change Comcast Equipment; provided that any such removal or change does not cause a material degradation in the Services. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Any maintenance provided by Comcast for the Comcast Equipment under this Agreement shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by

Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

**B. Customer-Provided Equipment.** Unless otherwise set forth in an SOW, Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "**Demarcation Point**" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment except as outlined in an SOW or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Except as otherwise provided in an SOW, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment or facilities provided by a party not contracted by Comcast.

## **2.5 Network; Intellectual Property.**

**A.** The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

**B.** Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("**Licensed Software**") are, in each case, owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

**C.** The Agreement provides no right to use any Party's or its Affiliates' trademarks, service marks, or trade names, or

to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities.

**2.6 License Grant.** If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. CORP and/or each Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. CORP and each Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. CORP and each Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment ("**Updates**"). Comcast may perform such Updates remotely or on-site, at Comcast's sole discretion. Customer hereby consents to and shall provide free Access for, such Updates. If Comcast has agreed to provide Updates, Comcast will be excused from the applicable performance criteria and credits, and any and all liability and indemnification obligations regarding the applicable Service to the extent resulting from CORP's or a Customer's failure to allow Comcast to install any Updates.

**2.7 Ordering by Franchisees.** CORP and Comcast agree that Franchisees may make purchases under this Agreement pursuant to the processes outlined in this Article as well as in individual SOWs and PSAs. If CORP and Comcast enter into any SOW for Managed Services that contemplates the performance of Managed Services at Service Locations that are owned by Franchisees, the applicable Franchisees shall each execute a Franchisee Participation Agreement, adopting the terms and conditions of this Agreement and the applicable SOW for Managed Services, along with a Franchisee Sales Order. For the avoidance of doubt, any references to "Customer" in these General Terms and Conditions and any PSAs or SOWs shall be deemed to reference the Franchisee who has executed the Franchisee Participation Agreement and associated Franchisee Sales Order. Any such Franchisee Participation Agreement and its corresponding Franchisee Sales Orders shall be considered a separate agreement between such Franchisee and Comcast and therefore: (i) the obligations under the Franchisee Participation Agreement and any Franchisee Sales Order executed by a Franchisee pursuant to such Franchisee Participation Agreement shall solely be the obligations of that Franchisee and are not obligations of CORP or any other Franchisee, (ii) only the applicable Franchisee will have the

right to enforce its rights under its Franchisee Participation Agreement and its corresponding Franchisee Sales Order(s) against Comcast, independent of CORP, and (iii) Comcast shall only have obligations to such Franchisee under such Franchisee Participation Agreement and its corresponding Franchisee Sales Order(s) and for the services provided thereunder. In addition and unless otherwise agreed in an SOW between CORP and Comcast, any Franchisee Participation Agreement executed between any Franchisee and Comcast shall not be impacted by any termination of this Agreement between CORP and Comcast. Any Franchisee Participation Agreement between a Franchisee and Comcast shall not be impacted by a termination of any other Franchisee Participation Agreement entered into between Comcast and any other Franchisee.

**2.8 Modifications of Franchisee Participation Agreements.** CORP and each Franchisee hereby agree that CORP has the authority to negotiate future modifications to the Franchisee Participation Agreement on each Franchisee's behalf. As such, any future modifications to the Agreement between Comcast and CORP related to the Services provided by Comcast to Customers that are documented in an amendment to the Agreement that is duly executed by Comcast and CORP shall be deemed to be added to all Franchisee Participation Agreements as of the date that notice of such amendment is provided to the applicable Franchisees, and shall not require a separate amendment to the Franchisee Participation Agreement between Comcast and each Franchisee. CORP and Comcast shall work together to determine a mutually agreeable method of providing notices of such changes to Franchisees.

## **ARTICLE 3. BILLING AND PAYMENT**

### **3.1 Charges; Changes to MRC; Taxes.**

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies, or by Comcast, in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of CORP and/or Customer to be ready to receive Service, or any refusal on the part of CORP and/or Customer to receive Service, shall not relieve CORP and/or Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services. Unless otherwise set forth in an SOW, Comcast will bill each Customer directly for any fees owed for the Services purchased by such Customer pursuant to the terms set forth in this Article 3. If there is a billing dispute involving any Franchisee, Comcast will work with both CORP and the applicable Customer to resolve the dispute pursuant to the terms outlined in Article 3.2 below.

B. Except as otherwise identified in a PSA or SOW, effective at any time after the end of the applicable Service Term and from time to time thereafter, Comcast may modify the charges for the Services subject to thirty (30) days prior written notice to Customer. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.1(B), and except for Comcast Equipment being provided as part of the Managed Services, Comcast may modify equipment charges upon notice to Customer.

C. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

### **3.2 Payment Terms; Disputes.**

A. Except as otherwise indicated herein or in a PSA or SOW, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following the invoice date.

## **ARTICLE 4. TERM & TERMINATION**

**4.1 Agreement Term.** Upon execution of the Agreement, and subject to the terms in 2.1, Customer shall be allowed to request SOWs and Sales Orders from Comcast during the term referenced on the Cover Page (“**MSA Term**”). After the expiration of the initial MSA Term, Comcast, in its sole discretion, may continue to issue Sales Orders and SOW(s) to Customer under the Agreement or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Service under a Sales Order or SOW entered under the Agreement, unless terminated earlier in accordance with the Agreement.

**4.2 Service Term.** Upon the expiration of the initial Service Term applicable to a Service under a Sales Order or SOW, and unless otherwise agreed to by the Parties in the SOW and/or Sales Order, each Service Term shall automatically renew for successive periods of one (1) year each (each, a “**Renewal Term**”), unless prior written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term.

**4.3 Termination for Convenience.** Any right to terminate Services for convenience shall be identified in the SOW and/or PSA.

### **4.4 Termination for Cause.**

**A. Termination by CORP.** If either Comcast or CORP is in material breach of the Agreement and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order or SOW materially affected by the breach; provided that unless otherwise set forth in such Sales Order or SOW, any such termination by CORP will not result in the termination of the Franchisee Sales Order(s) made pursuant to such SOW, if any, and such SOW will continue in effect for purposes of governing the continued provision of Services pursuant to such Franchisee Sales Order(s). In addition to its other remedies, if CORP is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s).

**B. Termination by a Franchisee.** If either Comcast or Franchisee is in material breach of the Franchisee Participation Agreement, and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for cause any Franchisee Sales Order between Franchisee and Comcast materially affected by the breach. In addition, if Franchisee is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Franchisee Sales Order(s).

**4.5 Effect of Expiration/Termination of a Sales Order or SOW.** Upon the expiration or termination of a Sales Order

or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either Party of a Sales Order or SOW does not waive any other rights or remedies that it may have under this Agreement or the applicable Franchisee Participation Agreement.

## **ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

### **5.1 Limitation of Liability.**

**A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS.**

**B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER’S LIABILITY FOR CHARGES OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.**

**C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, BUT WITH EXCEPTION TO SECTION 5.3 OF THE MANAGED SERVICES PSA ATTACHED HERETO AS ATTACHMENT 2, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6.1(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE TWELVE (12) MONTH PERIOD**

**IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.**

D. For sake of clarity, Comcast's aggregate liability limitation under this Article 5.1 is on a Customer by Customer basis and therefore Comcast's aggregate liability to any Customer under Article 5.1(A) is based only on the payments made by such individual Customer to Comcast. As such, Comcast's aggregate liability limitation to CORP under Article 5.1(A) shall be based on the payments made by CORP to Comcast in its capacity as a Customer.

**5.2 Disclaimer of Warranties.**

A. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or SOW, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet CORP's or any Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. CORP and each Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

B. Notwithstanding anything to the contrary contained in the Agreement, in no event shall Comcast and its agents, suppliers, and licensors be liable for any loss, damage, or claim arising out of or related to: (1) content or data received or distributed by Customer or its users through the Services; (2) any act or omission of CORP, Customer, its users, or third parties not under the control of Comcast; (3) interoperability, interaction, or interconnection of the Services with applications, equipment, services, or networks provided by CORP or any Customer or third parties not under the control of Comcast; or (4) loss or destruction of any CORP or Customer hardware, software, files, or data resulting from any virus or other harmful feature or from any attempt to remove it. CORP and each Customer is solely responsible for backing up its data, files, and software prior to the installation of Service and at regular intervals thereafter.

**5.3 Exclusive Remedies.** CORP's and each Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

**ARTICLE 6. INDEMNIFICATION**

**6.1 Comcast's Indemnification Obligations.** Subject to Sections 5.1(B) and 5.1(C) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("**Claims**") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims. For the sake of clarity, under no circumstances shall CORP or any CORP Affiliate be deemed a third party for purposes of this Section 6.1 under any Franchisee Participation Agreement. In addition, no Franchisee shall be deemed a third party for purposes of this Section 6.1 for any indemnity obligations of Comcast to CORP.

**6.2 Customer's Indemnification Obligations.** Subject to Section 5.1(B), Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

**6.3 Indemnification Procedures.** To the extent a Party may be entitled to indemnification under this Agreement (an "**Indemnified Party**"), such Indemnified Party shall (i) promptly notify the other Party (the "**Indemnifying Party**") in writing of any pending or threatened Claim that gives rise to a right of indemnification (an "**Action**") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel's fees

and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

## **ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY**

**7.1 Disclosure and Use.** All Confidential Information disclosed by a Party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents designed to protect against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each Party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either Party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such Party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order or legal requirement, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

**7.2 Publicity.** Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other Party.

**7.3 Remedies.** Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

## **ARTICLE 8. PROHIBITED USES; COMCAST POLICIES**

**8.1 Prohibited Uses; Comcast Policies.** Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy ("AUP") currently located at <http://business.comcast.com/terms-conditions-ent> (the site may be changed upon notice posted on the applicable website); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of this Agreement. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section 4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of the Services. CORP and Comcast each acknowledge that any such use by a Customer may result in Comcast taking such actions with regard to suspension or termination of Services for that Customer only and CORP further acknowledges that CORP shall have no right to bring any claim against Comcast in the event that Comcast takes such action with regard to any Customer's use of the Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer. Comcast may update the AUP from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to CORP or Customer.

**8.2 Privacy Policy.** Comcast will comply with the Comcast Privacy Policy ("Privacy Policy") which is currently available at <https://business.comcast.com/terms-conditions-ent> and this policy is hereby incorporated into this Agreement. Comcast is not responsible for any information provided by CORP or Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

**8.3 Prohibition on Resale.** CORP and Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. For the avoidance of doubt, this prohibition includes Customer bundling the Services with any services or components of Customer that are then sold to end users of any kind.

**8.4 Monitoring of Services.** Except as otherwise expressly set forth in a PSA and/or SOW, Comcast shall have



no obligation to monitor postings or transmissions made in connection with the Services, however, CORP and each Customer acknowledges and agrees that Comcast and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

## **ARTICLE 9. MISCELLANEOUS TERMS**

**9.1 Force Majeure.** Neither Party nor its Affiliates shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

**9.2 Assignment or Transfer.** Neither CORP nor any Customer shall assign any right, obligation, or duty, in whole or in part, nor any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. Any assignment in violation of this provision shall be deemed null and void. All obligations and duties of either Party under this Agreement and each Franchisee Participation Agreement, as applicable, shall be binding on all successors-in-interest and permitted assigns of such Party.

**9.3 Notices.** Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a Party may designate by written notice to the other Party): (i) with respect to CORP, to the address set forth on the Cover Page; (ii) with respect to a Franchisee, to the address set forth on the Franchisee Sales Order, or (iii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal\_Notices@comcast.com.

### **9.4 Amendments; Changes to the Agreement.**

A. Subject to Section 2.8 herein, the Agreement may not be amended except by a written agreement executed by CORP and Comcast.

B. Comcast and CORP acknowledge that the respective rights and obligations of each Party as set forth in this Agreement, and each Franchisee Participation Agreement, are based on applicable law and regulations as they exist on the date of the Agreement's execution. The Parties agree that in the event of any legislative, regulatory, or judicial order, rule,

or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement and Franchisee Participation Agreement, Comcast may, by providing written notice to CORP, require that the affected provisions of the Agreement be renegotiated in good faith. If CORP refuses to enter such renegotiations, or the Parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement and all associated Franchisee Participation Agreements, in whole or in part, upon sixty (60) days written notice to CORP.

**9.5 Tariffs.** Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable SOW and/or Sales Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable SOWs and/or Sales Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to a Party, the affected Party may terminate the applicable Sales Order or SOW upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

**9.6 Compliance with Laws.** Each of the Parties agrees to comply with all local, state and federal laws and regulations and ordinances applicable to such Party in the performance of its respective rights and obligations under this Agreement.

**9.7 Entire Understanding; Construction; Survival; Headings; No Waiver.** The Agreement together with any applicable Tariffs, constitutes the entire understanding of CORP and Comcast related to the subject matter hereof and each Franchisee Participation Agreement, including the accompanying Franchisee Sales Order, together with any applicable Tariffs, constitutes the entire understanding of each Franchisee and Comcast related to the subject matter thereof. The Agreement (or Franchisee Participation Agreement, as applicable) supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof. CORP and each Customer acknowledges and agrees that terms or conditions contained in any CORP or Customer purchase order or similar customer order document (regardless of whether executed by Comcast), or restrictive endorsements or other statements on any CORP or Customer

form of payment, shall be void and of no force or effect. Without limitation to the foregoing, if (i) CORP or Customer requires Comcast to execute a purchase order or other customer order form for a Service or as a condition to receiving payment for the same and (ii) Comcast executes such purchase order or other customer sales order form, CORP and each Customer acknowledges and agrees that (1) Comcast's execution is solely for the purpose of assisting CORP or Customer in satisfying its internal procurement requirements and (2) any terms and conditions contained in such purchase order or CORP or Customer order form shall be null and void and of no force or effect. In the event that any portion of the Agreement or Franchisee Participation Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement or Franchisee Participation Agreement shall remain in full force and effect. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of the Agreement or Franchisee Participation Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or Franchisee Participation Agreement or the interpretation or construction thereof. No failure by a Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement and each Franchisee Participation Agreement may be executed in counterpart copies. Each Party represents and warrants that the persons who executes the Agreement and each Franchisee Participation Agreement on its behalf are duly authorized to do so.

**9.8 Choice of Law.** This Agreement and each Franchisee Participation Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement and any Franchisee Participation Agreement shall be brought exclusively in federal or state court located in Philadelphia, Pennsylvania and the Parties

hereby consent to personal jurisdiction and venue in such court. Both Parties hereby waive any right to a trial by jury.

**9.9 No Third-Party Beneficiaries; Independent Contractors.** Except as otherwise specifically set forth herein, neither this Agreement nor any Franchisee Participation Agreement expressly or implicitly provides any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The Parties to this Agreement and each Franchisee Participation Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement and each Franchisee Participation Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party. Each Party acknowledges and agrees that any interpretation of this Agreement or any Franchisee Participation Agreement may not be construed against a Party by virtue of that Party having drafted the provisions.

**9.10 Export Law and Regulation.** CORP and Customer acknowledge that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement or any Franchisee Participation Agreement may be subject to U.S. export laws and regulations. CORP and Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations.

**Appendix 1 to General Terms and Conditions**

**EXHIBIT A**

**FRANCHISEE PARTICIPATION AGREEMENT**

**CORP Managed Services Master Services Agreement**

By executing this FRANCHISEE PARTICIPATION AGREEMENT effective this \_\_\_\_\_ day of \_\_\_\_\_, 202[ ], the undersigned franchisee of XXXXXXXX (“**Customer**”) agrees to be bound by the General Terms and Conditions and applicable PSAs of the Comcast Enterprise Managed Services Master Services Agreement No. **ZZZZZZ**, between XXXXXXXX and Comcast Cable Communications Management, LLC, on behalf of itself and its operating affiliates providing the services thereunder (“**Comcast**”), dated YYYYYYYY (the “**Agreement**”), and the terms and conditions of the Managed Services Statement of Work, between XXXXXXXX and Comcast, dated WWWWWW, (“**SOW**”), in each case pursuant to the terms outlined in the Agreement, including, but not limited to, Article 2.7 and that this Franchisee Participation Agreement, including the incorporation of the terms and conditions from the Agreement and SOW, shall be deemed a separate agreement between Customer and Comcast and shall govern any Sales Order between Customer and Comcast pursuant to the SOW for purposes of any purchases of products or services received by Customer under such Franchisee Sales Orders. Franchisee acknowledges and agrees that CORP (i) has the authority to negotiate future modifications to the Franchisee Participation Agreement on Franchisee’s behalf and (ii) any future modifications to the Agreement between Comcast and CORP related to the Services provided by Comcast to Franchisee that are documented in an amendment to the Agreement that is duly executed by Comcast and CORP shall be deemed to be added to this Franchisee Participation Agreement as of the date that notice of such amendment is provided to Franchisee. Customer shall be allowed to submit Franchisee Sales Orders to Comcast under this Franchisee Participation Agreement during the SOW Term referenced in the SOW, if applicable. Any terms not otherwise defined herein shall have the meaning set forth in the Agreement. For the avoidance of doubt, unless otherwise set forth in the SOW, all amounts owed to Comcast for any purchases of products or services received by the Customer under this Franchisee Participation Agreement are the sole and exclusive obligation of the Customer, and Comcast shall look only to the Customer for payment of such amounts.

Agreed and Accepted.

[INSERT CUSTOMER FRANCHISEE ENTITY NAME]

**Comcast Cable Communications Management,  
LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT “2” TO MASTER SERVICES AGREEMENT**  
**PRODUCT-SPECIFIC ATTACHMENT**  
**MANAGED SERVICES**

**ARTICLE 1. MANAGED SERVICES OVERVIEW.** Each SOW entered into under this PSA will describe the Managed Services to be provided within the defined Service Boundary, including the required material components, the required labor and all fees associated with each element. “**Service Boundary**” shall mean the physical and/or logical part of the Customer’s network located at a Service Location for which Comcast is providing Managed Services.

**1.1 Principal Period of Service (PPS).** Unless otherwise specified in an SOW between Comcast and CORP, the Principal Period of Service (PPS) is defined as Monday – Friday, 8:00 A.M. to 5:00 P.M., Local (Service Location) Time.

**1.2 Fees.** Fees for Managed Services shall be contained in SOWs or Sales Orders entered into pursuant to this PSA. For all labor-based rates that are included in this PSA or any SOW or Sales Order entered into pursuant to this PSA, Comcast reserves the right to adjust such rates by the CPI Adjustment on an annual basis, effective as of the first day of each year. “**CPI Adjustment**” means an amount equal to the percentage increase in the “Urban Wage Earners and Clerical Workers-All Items” consumer price index (CPI-W) published by the “U.S. Department of Labor” for the most recent twelve (12) month period for which statistics are available determined by comparing such index to the index quoted for the immediately prior twelve (12) month period.

**ARTICLE 2. EQUIPMENT/MATERIAL MAINTENANCE.**

**2.1** Any maintenance services to be provided by Comcast within the Service Boundary shall be identified in the SOW between Comcast and CORP. Unless otherwise set forth in an SOW, any contracted maintenance services for repairs to equipment or materials designated in a Service Boundary attributable to and/or necessitated by unauthorized attempts by Customer to maintain the equipment, willful or accidental fault or negligence of Customer, improper use or misuse of the equipment by Customer, causes external to the equipment, such as, but not limited to, power failure or abnormal fluctuations, air conditioning failure, or failure or malfunction of the attached and/or adjacent structured distribution systems, casualty, neglect, acts of god, manufacturer’s defects out-of-box, or other performance affecting events not caused by Comcast shall not be considered part of Comcast’s normal duties to maintain and any required repair or replacement with associated costs will be chargeable at Comcast’s Out of Scope Rates contained on Schedule 1 of this PSA (the “**Out of Scope Rates**”). Costs incurred by Comcast and associated with

equipment returned to Comcast that upon inspection is determined to be fully operational (“no trouble found”), will be chargeable to Customer at Comcast’s Out of Scope Rates. Costs incurred by Comcast as a result of equipment Customer is responsible for managing, will be chargeable at Comcast’s Out of Scope Rates (including replacement equipment). Equipment damaged during transit that was not arranged by Comcast is not the responsibility of Comcast. Comcast’s repair and maintenance responsibilities do not extend to equipment of the public network nor is Comcast responsible for malfunctions in the communication system or equipment caused by malfunctions in the public network or caused by abuse or misuse of the communication system or equipment by other than Comcast. However, Comcast shall cooperate fully with the local telephone utility or other common carrier to isolate malfunctions to determine responsibility for correction thereof.

**2.2** If Comcast is renting Comcast Equipment to the Customer pursuant to any SOW, Comcast reserves the right to substitute a comparable equipment model, along with the associated Licensed Software, if any, to the model identified in the SOW for a Service Location deployment in the event that Comcast is unable to obtain sufficient quantities of such equipment so long as there is no change to the rental pricing and such change does not cause a material degradation in the Services. CORP and each Customer acknowledges that any Comcast Equipment and associated Licensed Software being rented to Customer pursuant to an SOW is provided by a third-party original equipment manufacturer (e.g. Cisco, Fortinet, etc.) (“**OEM**”) and as such, this network equipment and associated software may be subject to OEM market price increases during the term of the SOW. Notwithstanding any pricing terms that may be contained in the SOW to the contrary, Comcast reserves the right to increase the rental pricing associated with any Comcast Equipment and applicable Licensed Software prospectively for new Service Location deployments by an amount equivalent to any percentage increase in the market pricing for such equipment and software by the OEM through a written notice to Customer.

**2.3** There is no condition under this Agreement whereby Comcast is required to remove equipment, third party hardware or decommission circuits as part of a termination initiated by the Customer.

**ARTICLE 3. SERVICE LEVEL AGREEMENT RAMP UP PERIOD.** The service levels that accompany Comcast’s Service Boundary responsibilities are defined by and agreed upon by CORP and Comcast within each applicable SOW.

However, Comcast is contractually relieved of service level requirements specified in any SOW for the first ninety (90) days immediately following the Service Commencement Date at any Service Location. Any remedies, including service level credits, set forth in any SOW shall be CORP's and each Customer's sole and exclusive remedy for any failure to meet the specified service levels.

**ARTICLE 4. WARRANTY.** COMCAST REPRESENTS AND WARRANTS THAT ANY ONSITE WORKMANSHIP BY COMCAST RELATED TO THE MANAGED SERVICE(S) (INCLUDING DELIVERABLES, IF ANY, BUT EXCLUDING ANY WIRING) SHALL MATERIALLY CONFORM TO ALL RELEVANT SPECIFICATIONS FOR A PERIOD OF ONE (1) YEAR FROM PERFORMANCE. COMCAST AGREES TO CORRECT PROMPTLY ANY SUCH SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) NOT IN COMPLIANCE WITH THIS WARRANTY. HOWEVER, COMCAST RESERVES THE RIGHT TO CHARGE FOR RE-PERFORMANCE IF COMCAST DETERMINES THAT THE NONCONFORMITY WAS CAUSED BY (I) ISSUES RELATED TO CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT; (II) UNAUTHORIZED ALTERATION OR MANIPULATION BY CUSTOMER OR ANY THIRD PARTY NOT UNDER THE CONTROL OF COMCAST; OR (III) BY A FORCE MAJEURE EVENT. CORP AND CUSTOMER ACKNOWLEDGE THIS AGREEMENT CONFERS NO WARRANTIES FOR THE EQUIPMENT MAINTAINED BY COMCAST WITHIN THE SERVICE BOUNDARY AND COMCAST'S OBLIGATION TO MAINTAIN SUCH EQUIPMENT SHALL BE AS DESCRIBED WITHIN THE SOW.

**ARTICLE 5. ADDITIONAL SERVICE TERMS.**

**5.1 Equipment.** CORP and each Customer acknowledge and agree that Customer is ultimately responsible for damaged or inoperable equipment as a result of instructions delivered by CORP or the Customer. Comcast has no liability for any damage or inoperability to such equipment except to the extent caused by the gross negligence of Comcast. Customer is responsible for providing physical security at all times to large construction equipment (i.e. personnel lifts, ladders, etc.) or other Comcast-provided equipment used to provide the Service at the Service Location.

**5.2 Data Backup.** Comcast is not responsible for data backup, loss, or retrieval associated with performance of the Managed Services.

**5.3** In the event that Comcast is obligated to indemnify CORP or any Customer under the General Terms and Conditions as a result of any infringement of a U.S. patent or copyright related to Comcast Equipment or Licensed Software and such Comcast Equipment or Licensed Software is provided by a third party, Comcast's indemnification obligation is conditioned on Comcast having the right to indemnification from such third party provider for the applicable Comcast Equipment or Licensed Software and

CORP's and each Customer's sole and exclusive remedy against Comcast is limited to the pass through to CORP and each Customer of any amounts of damages applicable to the Customer that Comcast is able to recover pursuant to Comcast's agreement with such third party provider. Notwithstanding the foregoing, at the written request of the CORP and/or Customer and at CORP's and each Customer's expense, Comcast shall (x) enforce all of its rights and obligations under its agreements with such third-party provider(s) (including, without limitation, the indemnification rights under such agreements), and (y) pass through to CORP and each applicable Customer any damages applicable to such party that are actually received from such third-party provider. To the extent that CORP, a Customer, Comcast and/or any other customer of Comcast pursues claims against a third-party provider, then any damages applicable to CORP or the Customer that are actually received from such third-party provider related to such claims shall be allocated equitably among all affected parties.

**ARTICLE 6. TERMS FOR ONSITE PERFORMANCE.**

**6.1 Customer Responsibilities.** Unless otherwise set forth in an SOW, all necessary Service Location preparation will be completed by Customer prior to Comcast coming onsite and Comcast must have access to designated work areas immediately upon arrival. In addition, any special instructions and contact information necessary for accessing a Service Location must be provided to Comcast in advance of the scheduled arrival. Any information needed from Customer to properly complete specified work on devices or systems (e.g. special instructions, contact information, usernames, passwords, software images, device configurations, IP addresses) must be immediately available to Comcast upon arrival at the Service Location.

**6.2 Delays.** Wait or on hold time with CORP, Customer or Customer/CORP designated third party, including, but not limited to, CORP help desk delays or delays waiting for a Customer onsite contact or Customer's completion of onsite preparation, that exceeds fifteen (15) minutes per visit (each hour in fifteen (15) minute increments) are considered out of scope and will be billed in 15 minute increments at the Out of Scope Rates.

**6.3 Revisit, Expedite and Cancellation Charges.** In the event that Comcast is unable to complete the onsite work due to a delay caused by CORP or any Customer, an additional revisit charge of \$375.00 shall apply. This revisit fee will be assessed on a per technician basis. Comcast will charge a \$25 fee to cancel, reschedule or expedite a prescheduled task, activity or visit if provided less than five (5) business days' notice by CORP or Customer. Comcast will charge a \$50 cancellation fee for cancellations if provided less than twenty-four (24) hours' notice by CORP or Customer, in addition to a dispatch fee (equal to the number of hours field personnel are engaged) in the event cancellation occurs after field personnel have departed their origination point for the cancelled destination.

**6.4 Uplift Multiples.** Unless otherwise set forth in the SOW, any labor-based charges for onsite work by Comcast assume the use of non-union labor during PPS and non-expedited scheduling. Unless otherwise set forth in an SOW, the following uplift multiples shall be applied to fixed and hourly rates if there are deviations from these standard assumptions: Union Uplift Multiple - 1.50X, Non-PPS and Expedite (less than 48 hours' notice) - 1.50X, Holidays and Expedite (less than 24 hours' notice) - 2.00X.

**6.5 Additional Terms.** Unless otherwise set forth in the SOW, wall, floor, ceiling penetrations and pathway construction for power, voice, data, antenna, grounding or other physical media feeds will be deemed out of scope and will be billed at the Out of Scope Rates. Minor or ancillary materials (i.e., items costing individually less than \$25.00 each) will be chosen and supplied by Comcast unless a technical requirement identified in the SOW includes a specific or unique product/material, in which case CORP or the Customer will be responsible for providing the item. Comcast shall use commercially reasonable efforts to select appropriate product/material that will meet all technical requirements and be the most cost effective.

**ARTICLE 7. TRAVEL.** All travel costs associated with CORP or Customer-requested project management service will be preapproved by CORP or the applicable Customer and any such approved amounts shall be billed to the applicable Customer at cost.

**ARTICLE 8. OUT-OF-SCOPE SERVICES.** The Out of Scope Rates may also be utilized by Customer for any additional work that is mutually agreed by the Parties that is outside of the scope of an SOW. In such case, the out of scope services shall be ordered pursuant to the process outlined on Schedule 1, with the details of the out-of-scope work along with the associated fees to be communicated to the Customer prior to any work beginning.

#### **ARTICLE 9. CORP AND CUSTOMER RESPONSIBILITIES.**

These responsibilities are intended to ensure the best possible operating environment for the equipment within the Service Boundary for trouble-free operation and service. Therefore, CORP or Customer, as applicable, agrees to:

- Promptly advise Comcast of any equipment malfunction regardless of cause.

- Provide adequate support and resolution to any network or CE problem that Comcast does not have direct responsibility that affects overall WAN and Service Location performance.
- Maintain equipment environment in a clean, ventilated room free of hazardous equipment or material and maintain the temperature and humidity of the space containing the equipment within the manufacturer's specified operating ranges.
- Provide a lockable door to the physical space containing the Service Boundary and limit access to physical space containing the Service Boundary to authorized personnel only.
- When required by terms of the applicable SOW, allow access to equipment as required by Comcast's field personnel.
- Notify Comcast in writing immediately prior to any software upgrades or changes of any kind to equipment inside the Service Boundary. Failure to do so will impede Comcast's ability to properly support the operation of the network. Comcast is not responsible for failure of any aspect of this Agreement if notification of software upgrades or changes of any kind is not made immediately prior to such upgrade or change. During the term of this Agreement, Customer shall operate the equipment strictly in the manner prescribed by manufacturer and shall not alter or permit the alteration of any of the equipment or software programs without the prior written notification of Comcast.
- Allow Comcast access to Service Location end user personnel for the Customer purposes of visit coordination and remedial support.
- CORP and/or Customer shall provide Comcast with access to Customer's and its end users' hardware and software systems, endpoints and any other facilities which access to is reasonably necessary for Comcast to perform its obligations under this Agreement, and all information reasonably requested or required (including without limitation information about each endpoint and Customer and end user account information) to allow for the successful provision of the services. A letter of agency may be required by property management if the facility where service is to be rendered is not a property owned by CORP or the applicable Customer.

**SCHEDULE 1 TO MANAGED SERVICES PRODUCT-SPECIFIC ATTACHMENT**  
**Pricing Summary For Optional Out Of Scope Services**

This Schedule 1 describes certain out-of-scope services that can be sold separately to Customer under its Franchisee Participation Agreement on-demand for any ancillary needs that fall outside of the terms otherwise set forth in the Franchisee Participation Agreement or applicable SOW. The scope and terms of any such ancillary project(s) shall be agreed in an order form generated by Comcast based on Customer's request or such other method as mutually agreed by CORP and Comcast.

FS0011	Technician Services	<p>This service provides a technician at the Customer premise to provide on-site telecommunication services, as defined in a Statement of Work (SOW) agreed between Comcast and the Customer.</p> <p>Technician Services used for large projects will be coordinated with a project manager and dispatches will be planned at least 7 days in advance.</p> <p>Dispatches during Normal Hours are completed between 8AM – 5PM, Monday through Friday, local Service Location time, excluding Saturday's, Sunday's and Federal or State holidays. Dispatches performed outside of Normal Hours can be accommodated for an additional charge. The following criticality applies to Technician Services dispatches:</p> <ul style="list-style-type: none"> <li>▪ Criticality Dispatch (Major): on-site within 4 hours. Not available at all locations.</li> <li>▪ Criticality Dispatch (Minor): on-site the same day.</li> <li>▪ Criticality Dispatch (Routine): on-site the next Business Day</li> <li>▪ Criticality Dispatch (Scheduled): on-site the second Business Day</li> </ul> <p>Customer is expected to provide the equipment or other large items required for the job. Supplies provided by Comcast and used to complete the job will be invoiced to Customer as Materials.</p> <p>If a technician is sent to the Service Location at a time agreed to by the Customer and the Service Location refuses to allow the technician to perform the work, then the Customer will be billed for travel time or the minimum charged by the installer, whichever is higher.</p>
FS0021	Installation Services: Connectivity Demark Extension	<p>This service provides a technician at the Customer Service Location after the Managed Connectivity installation to:</p> <ol style="list-style-type: none"> <li>1) Perform Professional Activation and Demarcation Point extension, defined as Comcast installing, terminating and testing One (1) Cat 5e cable up to 100 feet from the connectivity Demarcation Point to a Customer provided Router/Firewall in the Customer designated location. <ol style="list-style-type: none"> <li>a. cable routing through dropped ceiling, wall fish or existing conduit to a location as close to the Customer's requested location as possible; and,</li> <li>b. reconnection of the Customer equipment to the extended Demarcation Point, and verification that it is communicating with the Customer's Router.</li> <li>c. Additional inside wiring costs may be required to extend the Demarcation Point beyond 100 feet. Comcast is not responsible for these additional inside wiring charges. Comcast will obtain Customer's prior approval to install any additional inside wiring on a case-by-case basis.</li> </ol> </li> <li>2) Use its reasonable efforts to install the Customer equipment at the specific location requested by Customer within the Service Location.</li> </ol> <p>The Connectivity Demark Extension service provided by Comcast assumes the following unless expressly called out in the notes below:</p> <ul style="list-style-type: none"> <li>• Connectivity Demark Extension service hours are assumed as Normal Hours (8AM – 5PM, Monday to Friday, excluding Saturdays, Sundays and State and Federal Holidays); and</li> <li>• The following Uplift multiples will be applied to fixed and hourly rates, increasing the price agreed unless expressly noted in the table below: <ul style="list-style-type: none"> <li>○ Union Uplift Multiple - 1.50X;</li> <li>○ Expedite requests (less than 48 hours' notice) – 1.50X;</li> <li>○ Holidays and Expedite (less than 24 hours' notice) – 2.00X.</li> </ul> </li> <li>• If the Customer: <ul style="list-style-type: none"> <li>○ makes more than 5 changes scheduled in a single week; or,</li> <li>○ makes any change to a scheduled installation within seven (7) days of the scheduled install, there will be an installation change fee of one hundred dollars (\$100) for every change that results in an extra costs to Comcast.</li> </ul> </li> <li>• Customer to provide a safe working environment for the Comcast Technician.</li> <li>• The Customer will provide access to the Service Location for the technician; and,</li> <li>• All installations are only at the Customer Service Location of record; and,</li> <li>• Low Voltage (Cat 5e) Cabling <ul style="list-style-type: none"> <li>○ Any installation with low voltage cabling via the ceiling assumes a drop ceiling with a height no higher than twelve (12) feet from the floor; and,</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ All low voltage cabling is installed inside walls. Walls are assumed to have clear and available pathways for the cabling run. Extra charges will apply if a clear and/or available pathway does not exist;</li> <li>○ No drilling or other activity to move through a wall, ceiling or other surface to complete the installation is included; and</li> <li>○ All pricing based on continuous low voltage cabling of ten (10) feet or less; and</li> <li>• No special equipment rental is included in the installation price; and,</li> <li>• Delays are covered in the appropriate Articles in the Managed Services PSA. Examples of Customer caused delays include: <ul style="list-style-type: none"> <li>○ Customer inability to locate equipment; or</li> <li>○ Customer inability to provide immediate access to the Service Location or where the equipment is to reside; or</li> <li>○ Prior to arrival of the Installer, Customer has failed to provide the necessary space, power or climate controlled facilities where the equipment is to be installed at the Service Location.</li> </ul> </li> </ul> <p>As a standard, Customer will receive a consolidated invoice for Connectivity Demark Extension Service with all Customer Service Locations. The invoice will display a subtotal for each Service Location and a grand total for all Service Locations combined. An electronic file with the invoice details is available to Customer upon request.</p> <p>Connectivity Demark Extension services do not include:</p> <ul style="list-style-type: none"> <li>• Any permits or other local, state or federal licenses or permits;</li> <li>• Any required landlord permissions;</li> <li>• Any installation or movement of power lines or receptacles.</li> </ul>
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EXHIBIT 1: OUT OF SCOPE SERVICE RATES (Sold separately on-demand for ancillary needs outside the Service Boundary)				
Field Services				
Service Number	Service	Description	Hourly Labor Rates <sup>1</sup>	
			Technician	Engineer
FS0011	Technician Service Criticality Dispatch – Major (4 Hours On-site)	5x8x4 PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$230	\$300
FS0011	Technician Service Criticality Dispatch – Minor (Same Day On-site)	5x8x8 PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$170	\$220
FS0011	Technician Service Criticality Dispatch – Routine (Next Day On-site)	Next Business Day PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$135	\$175
FS0011	Technician Service Criticality Dispatch – Scheduled (Second Day+ On-site)	Second Business Day PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$125	\$160
Logistics Services and Additional Spare Management Services				
Service Number	Service	Description / Principal Period of Service (PPS)	Service Rates	Additional Information
FS0021	Installation: Connectivity Demark Extension	Up to 100 ft.	\$320	▪ Price per 100 ft. of Cat 5e Plenum, excluding Travel Charge
FS0021	Installation: Connectivity Demark Extension	101 to 200 ft.	\$485	▪ Price per 200 ft. of Cat 5e Plenum, excluding Travel Charge
FS0021	Installation: Connectivity Demark Extension	201 to 300 ft.	\$585	▪ Price per 300 ft. of Cat 5e Plenum, excluding Travel Charge
FS0011	Travel Charge per Technician/Engineer		\$250	<ul style="list-style-type: none"> <li>• Pricing applies to all states except Alaska and Hawaii and assumes a technician or engineer (as applicable) is located within a 150-mile radius from the Customer's Service Location.</li> <li>▪ Pricing does not include any parking or toll charges. If incurred, any such charges will be billed in addition to the Travel Charge.</li> </ul>
FS0021	Equipment Return – Per Trip (Shipping Not Included)		\$40	▪ Drop off of equipment to FedEx or similar shipper. Comcast technician is onsite performing other services.
FS0043	Depot Services – Short Term Storage Nationwide Coverage Available	32 Cubic Feet (1/2 pallet)	\$52	<ul style="list-style-type: none"> <li>▪ Monthly price is per location</li> <li>▪ Delivery not included</li> <li>▪ Add \$45 for each additional ½ pallet. For example, 1 ½ pallets = \$135 per month</li> </ul>



FS0050	Configuration		\$100	▪ Price per piece of equipment
FS0051	Return to Manufacturer Approval (RMA)		\$100	▪ Price per piece of equipment (excluding shipping costs)

<sup>1</sup> All dispatches will be billed for a minimum of one (1) hour of onsite labor, in addition to the Travel Charge. Materials charged separately. The following uplift multiples will apply to all rates shown above: Non-PPS 1.50X and Holidays 2.00X. If union labor is required an uplift of 1.50X will be added in addition to any applicable uplifts identified in the previous sentence. Rates shown are most frequently purchased, however, rates for other skill levels are available upon request. Comcast will bill in 30-minute increments beyond the minimum site visit of one (1) hour.

For all labor-based rates that are included in this PSA, Comcast reserves the right to adjust such rates by the CPI Adjustment on an annual basis during the MSA Term, effective as of the first day of each calendar year. "CPI Adjustment" means an amount equal to the percentage increase in the "Urban Wage Earners and Clerical Workers-All Items" consumer price index (CPI-W) published by the U.S. Department of Labor for the most recent twelve (12) month period for which statistics are available, determined by comparing such index to the index quoted for the immediately prior twelve (12) month period.