

PRODUCT-SPECIFIC ATTACHMENT
SCHEDULED PROJECT SERVICES

Attachment Identifier: Scheduled Project Services, Version 1.0

The following additional terms and conditions are applicable to each Project Services Statement of Work (“SOW”) for scheduled Project services entered between Customer and Comcast.

ARTICLE 1. SCHEDULED PROJECT SERVICES.

Comcast and Customer may agree to project-based, scheduled project services (“Project Services” or “Services”) from time to time during the MSA Term. In the event that Customer desires Project Services, Customer shall provide such request to Comcast and the Parties shall negotiate an SOW outlining the scope of the requested project and pricing, which will only become effective upon the signature of the parties and which will be attached to the Agreement. The terms and conditions contained in this PSA shall apply to each Project Services SOW agreed to by the parties.

1.1 Preparation of Service Location. If Comcast is required to perform the services associated with creating a clear, available pathway in order to provide the Project Services, Customer will be invoiced at the hourly rates set forth in the applicable SOW. Customer will also be invoiced for any additional materials associated with such work.

1.2 Equipment. Customer is ultimately responsible for damaged or inoperable equipment as a result of instructions delivered by the Customer. Comcast has no liability unless such damage or inoperability is caused by the gross negligence of Comcast.

1.3 Indemnification. Customer shall indemnify, defend, and hold harmless Comcast from and against any and all Claims incurred as a result of (1) the fault or negligence of Customer, its officers, employees, agents, representatives, and/or End Users; and/or (2) Customer’s breach of this Agreement or its failure to comply with any applicable federal, state or local laws, statutes, regulations or government directives.

1.4 Security at the Service Location/Liability for Loss. Customer is responsible for providing physical security at all times to large construction equipment (i.e. personnel lifts, ladders, etc.) used to provide the Project Services at the Service Location regardless of where the equipment is placed on the property. Customer is responsible for damage to, or loss of, such equipment caused by its acts or omissions, and its noncompliance with this Article and/or the Agreement, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

1.5 Additional Materials, Storage and Shipping. Additional materials required for completion of the Project Services will be provided and billed for as required. Customer will arrange shipping to the Service Location and will manage asset tracking of all materials unless they are furnished by Comcast. 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 is identified in the SOW that requires a specific or unique product/material, in which case the Customer will be responsible for providing the item. Comcast shall use commercially reasonable efforts to select product/material that will meet all technical requirements and be the most cost effective. Storage of Customer-owned materials for more than sixty (60) days will accrue storage fees equivalent to Comcast’s current rates for space rental (in the appropriate quantity of space) and will be invoiced for the duration that the materials reside in Comcast’s facilities or those of its partners, contractors and affiliates. Customer is responsible for all shipping and handling costs. Customer retains risk of loss at all times for any Customer-owned equipment and materials stored by Comcast as part of the Project Services.

1.6 Cancellations, Expedites, and Reschedules. All charges for cancellations, expedites, and reschedules are as identified in the SOW.

1.7 Other Charges. The following charges shall apply in addition to any fees and charges set forth in a Project Services SOW.

- *Delays While Onsite:* All necessary Service Location preparation will be completed by Customer, unless otherwise agreed in an SOW, prior to performing the Project Service, and any delay on-site due to lack of preparation will be subject to an additional charge, as determined by Comcast. Comcast must have access to designated work areas

immediately upon arrival at the Service Location. Wait or on hold time with Customer or site representatives or a Customer-designated third party that exceeds fifteen (15) minutes per visit, new construction delays, client help desk delays, obstructions in the designated work area or other non-Comcast generated delays will be billed at the hourly rate(s) identified in the SOW. Usernames, passwords, software images, device configurations, IP addresses or other information needed to gain access to or properly complete specified work on devices or systems necessary for the performance of the Services must be immediately available to Comcast upon arrival at the Service Location. If performance of the Services requires special access equipment such as lifts or safety harnesses/equipment such Services will be subject to additional charges. Customer must provide all applicable special instructions and contact information critical to completion of the Project Services prior to Comcast's scheduled arrival. Power and data feeds must be present and within six (6) feet of the designated install location when required to complete the Project Services. Wall, floor, ceiling penetrations and pathway construction for power, voice, video, data, antenna, grounding or other physical media feeds, unless otherwise specified in an SOW, will be subject to additional charges.

- *Other Delays:* If the Services require a call to the Customer and the hold time or return call time for such call exceeds twenty (20) minutes, Comcast will bill Customer for such hold times in excess of twenty (20) minutes in half (1/2) hour increments at the prevailing hourly rate as provided in the SOW. This charge also applies to situations where the Comcast resource is waiting to be released from the Service Location by Customer.

1.8 Warranty. COMCAST REPRESENTS AND WARRANTS THAT THE SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) SHALL MATERIALLY CONFORM TO ALL RELEVANT SPECIFICATIONS FOR A PERIOD OF ONE (1) YEAR FROM DELIVERY TO CUSTOMER. COMCAST AGREES TO CORRECT PROMPTLY ANY SUCH SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) NOT IN COMPLIANCE WITH THIS WARRANTY. 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 OF THE HARDWARE OR SOFTWARE, OR (III) BY A FORCE MAJEURE EVENT. THE CHARGE FOR RE-PERFORMANCE WILL BE THOSE CHARGES RELATED SPECIFICALLY TO THE NONCONFORMING SERVICE(S) OR DELIVERABLE(S) AS SET FORTH IN THE ORDERING DOCUMENT.

1.9 Invoicing. Comcast will invoice Customer following the completion of the Services for Service charges and fees arising under the Agreement. Comcast reserves the right to progress bill for any project-based services that for any reason exceed three (3) months in duration.

1.10 Retrieval of Equipment. Upon termination of the Agreement or Services, Customer shall permit Comcast to retrieve from the applicable Service Location any and all Comcast-owned equipment. If Customer fails to permit such retrieval or if the retrieved equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant equipment, or in the event of minor damage to the retrieved equipment, the cost of repair, which amounts shall be immediately due and payable.