

**PRODUCT-SPECIFIC ATTACHMENT  
MANAGED WI-FI NETWORK  
SERVICES**

**ATTACHMENT IDENTIFIER: Managed Wi-Fi Network Services - Version 1.2**

1. **Service Description.** Pursuant to the terms and conditions contained in this Product Specific Attachment – Managed Wi-Fi Network Services (this “PSA”) and the Agreement, Comcast or its applicable Affiliate (“Comcast”) shall (i) install managed Wi-Fi equipment (“Wi-Fi Equipment”), and (ii) provide support and monitoring services for the managed Wi-Fi network described herein (the “Wi-Fi Service”) to applicable Service Location(s) for use solely by the Customer and Customer’s guests and visitors that patronize the Service Location(s) on a transitory basis (“End Users”). The Wi-Fi shall be branded as Customer’s Wi-Fi service (e.g., “Customer Wi-Fi”) and shall contain no reference to Comcast, its Affiliates or their respective logos or trademarks. As part of the Wi-Fi Service, Comcast will create and maintain a pre-authentication user environment which, to the extent requested by Customer, will include a landing page requiring an End User to accept such terms and conditions as Customer may require before such End User is permitted to access the Wi-Fi. Comcast shall update and make changes to such user environment and landing page, as reasonably requested by Customer. The Wi-Fi Service is subject to change from time to time to reflect changes in features and technology offered by Comcast and applicable laws. The Wi-Fi Service does not include any End User equipment such as computers, network cards or peripheral devices. Customer acknowledges that the bandwidth and coverage offered by the Wi-Fi Service is not guaranteed. Given the nature of Wi-Fi Services including, without limitation, its dependence on the unlicensed radio frequency spectrum, and Customer’s power and mounting asset facilities, Comcast cannot provide any assurance on the reliability or availability of the Wi-Fi Service.
2. **Provisioning Interval.** Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order (the “Estimated Delivery Date”). Comcast shall use commercially reasonable efforts to provision the Wi-Fi Services on or before the Estimated Availability Date; provided, however, that Comcast’s failure to provision by said date shall not constitute a breach of the Agreement.
3. **Preparation of Service Location.** Customer is responsible for preparing the Service Location(s) in accordance with the Site Readiness Checklist provided by Comcast. If Customer fails to prepare a Service Location in accordance with the Site Readiness Checklist, Comcast may charge Customer fifteen hundred dollars (\$1,500) plus any travel and expenses incurred by Comcast for the initial visit to the Service Location and any subsequent revisit to the Service Location required to install the Services (the “Remobilization Fee”).
4. **Service Commencement Date.** Comcast shall inform Customer when the Wi-Fi Services are available for use (the “Availability Notification”). The date Comcast provides the Availability Notification shall be the Service Commencement Date. Charges for the Wi-Fi Service shall begin to accrue as of the Service Commencement Date.
5. **Termination Charges**
  - A. The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

## **B. Termination Charges.**

- i. In the event a Service is terminated following Comcast's acceptance of the applicable Sales Order, but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing the Service plus twenty percent (20%).
- ii. In the event that a 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:
  - (a) 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
  - (b) 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
  - (c) 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
  - (d) 100% of any remaining and unpaid (i) charges (including monthly recurring charges, if applicable) for the Wi-Fi Equipment and installation thereof and (ii) amounts due to Comcast by Customer (including any unpaid amounts related to applicable Remobilization 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.

- C. **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. Notwithstanding the foregoing, Customer's obligation to pay in full any unpaid charges (including 100% of any remaining monthly recurring charges) for the Wi-Fi Equipment and installation shall not be excused regardless of the reason for termination.

## **6. Maintenance of Wi-Fi Network.**

- A. Comcast shall maintain the network used to provide the Wi-Fi Service (the "Wi-Fi Network") as necessary to provide Wi-Fi to End Users at the Service Location(s). Such maintenance activities shall include managing and modifying (as reasonably requested by Customer) the configuration of equipment and devices, monitoring of the Wi-Fi Network, equipment troubleshooting, and, subject to this Section 6(A), the maintenance, repair, or replacement of Wi-Fi Network equipment. Notwithstanding the foregoing, Comcast's obligation to provide maintenance with respect to Wi-Fi Network equipment or devices, including any equipment and/or devices purchased by Customer pursuant to Section 7(A) (collectively, the "Wi-Fi Network Equipment"), shall be limited to:
- (i) Coordination of equipment returns to the equipment manufacturer if the equipment is covered by a warranty;
  - (ii) Coordination of site visits by equipment manufacturers, based on the warranty or other coverage purchased by the Customer;
  - (iii) Troubleshooting and remote repair via the Comcast help desk; and
  - (iv) Site visits by a technician when determined to be appropriate by Comcast; provided, that, Customer acknowledges and agrees that it shall be responsible for the payment of all reasonable service charges for visits by Comcast's technicians.

- B. Comcast will maintain a local or toll-free telephone number which will be available to End Users for service inquiries 24 hours a day, seven days a week. Comcast shall provide Customer with a dedicated telephone number to contact Comcast for Tier II support for issues that require immediate escalation. With respect to connecting to the Wi-Fi Network, Comcast will help troubleshoot End User equipment and devices.
- C. Comcast will provide real-time, remote network monitoring to assure that the Wi-Fi is active. Comcast will proactively monitor the Wi-Fi Network and will use commercially reasonable efforts to proactively remedy identified issues with Wi-Fi Network. Comcast will provide Customer with an online portal for live monitoring the Wi-Fi Network, including but not limited to, the routers, switches, and access points. Customer will have access to the standard information provided via Comcast's online portal.

## **7. Wi-Fi Network Equipment.**

- A. Wi-Fi Network Equipment.** To the extent Wi-Fi Network Equipment is required in connection with Comcast's installation or continued provisioning of the Wi-Fi Network, Customer shall purchase such Wi-Fi Network Equipment from Comcast (as a reseller) provided that Customer must provide written approval prior to Comcast incurring any cost for such equipment, which approval shall not be unreasonably withheld. Comcast shall have the right to select the specific new Wi-Fi Network Equipment (e.g. make and model) that will be supplied; provided, that, Comcast shall reasonably consult with Customer in determining the specific Wi-Fi Network Equipment that will be supplied. Comcast shall resell any such Wi-Fi Network Equipment to Customer at the price(s) determined reasonably by Comcast. Customer shall pay Comcast either (i) an upfront non-recurring charge or (ii) a monthly recurring charge for the purchase of any Wi-Fi Network Equipment resold to Customer as specified on Customer's Sales Order(s). The detailed specifications for any piece of Wi-Fi Network Equipment sold to Customer can be found on the applicable original equipment manufacturer's website (the "OEM Website"). Delivery of Wi-Fi Network Equipment shall be FOB destination. Notwithstanding anything to the contrary contained in the Agreement to the contrary, Customer acknowledges and agrees that any Wi-Fi Network Equipment purchased by Customer from Comcast shall constitute Customer Provided Equipment for the purposes of the Agreement.
- B. Warranties and Device Licenses.** To the extent applicable, Comcast will register warranty and device licenses for Wi-Fi Network Equipment acquired by Customer pursuant to Section 7(A) with the applicable original equipment manufacturer ("OEM"). Customer grants to Comcast all rights and authority to manage the extension and/or renewal of warranties and licenses for all Wi-Fi Network Equipment. Comcast will, as necessary, manage the extension and/or renewal of warranties and licenses for all Wi-Fi Network Equipment, unless otherwise notified by Customer in writing, during the term of the Agreement. Comcast will invoice Customer for the registering, extending, and/or renewing of warranties and device licenses and Customer shall make payment within thirty (30) days of the invoice date. Customer understands that certain third-party licenses utilized with the Wi-Fi Network Equipment are not available for monthly renewals and must be renewed annually. Therefore, Customer may be required to pay for unused license fees upon expiration or termination of the Agreement.
- C. Support Terms.** The only support and maintenance that accompanies Wi-Fi Network Equipment is the support that is provided by the OEM and by Comcast pursuant to Section 6. For the details of the support policies and obligations of the manufacturer that accompany a particular piece of Wi-Fi Network Equipment, Customer should refer to the applicable OEM Website. Any maintenance that Comcast provides pursuant to Section 6 of this PSA is

complementary to the manufacturer-provided support referenced above and represents Comcast's sole and exclusive obligation to Customer with regard to support and maintenance of these products. For the avoidance of doubt, if the Wi-Fi Service is terminated for any reason, Comcast shall have no further obligation to provide support for Wi-Fi Network Equipment and Customer shall be required to either work directly with the OEM or engage another third party provider for the provision of support and maintenance services on Customer's behalf.

**D. Warranty and License Terms.** For any Wi-Fi Network Equipment (and associated firmware licenses and OEM support packages) sold to Customer by Comcast hereunder, Comcast is acting as a reseller to Customer only and therefore the only warranties that accompany these products are the warranties that are provided by the OEM, if any (refer to the applicable OEM Website for details regarding all manufacturer's warranties). Except for such OEM provided warranties, all Wi-Fi Network Equipment provided by Comcast hereunder and associated software is provided on an "as-is" basis. Commencement of the manufacturer warranty will be in accordance with the applicable OEM's policies. In addition, as a result of the purchase and use of the Wi-Fi Network Equipment purchased from Comcast hereunder, Customer is agreeing to the applicable OEM's end user license terms located on the applicable OEM's website (each an "End Customer Agreement"), as applicable and as required by the applicable OEM, and if so applicable, Customer will be required to agree to such terms directly upon the set-up of Customer's account with the applicable OEM related to such products. In addition, by execution of the Agreement, Customer hereby authorizes Comcast to accept such End Customer Agreement, if applicable, on Customer's behalf as part of Comcast's set up of such Wi-Fi Network Equipment and agrees to be bound by such terms as if Customer had accepted such terms directly. In addition, certain OEM's may include terms and conditions for the Wi-Fi Network Equipment in the equipment box itself and by Customer's use of such equipment, Customer agrees to be bound by such terms and conditions. In each case, any such OEM terms represent Customer's sole contractual terms as it relates to the ongoing use and performance of the applicable Wi-Fi Network Equipment. NOTWITHSTANDING ANY LANGUAGE IN THE AGREEMENT TO THE CONTRARY, COMCAST DOES NOT PROVIDE ANY WARRANTIES ON THE WI-FI NETWORK EQUIPMENT AND EXPRESSLY DISCLAIMS ANY LIABILITY WITH RESPECT TO WI-FI NETWORK EQUIPMENT and instead Comcast's sole obligation to Customer is for Comcast's performance of the obligations set forth in this PSA and in no event will the Wi-Fi Network Equipment purchased by Customer from Comcast hereunder be deemed Comcast Equipment or Licensed Software under the Agreement. With regard to any firmware licenses or OEM-provided support packages associated with the Wi-Fi Network Equipment purchased from Comcast, the license term will not be coterminous with the term of Comcast's performance of the Wi-Fi Services and instead the commencement and length of the term of each of the applicable firmware licenses and/or OEM support package will be dictated by the applicable OEM's terms and conditions (refer to the applicable End Customer Agreement or OEM Website for details).

8. **Wi-Fi Service Requirements.** In order for Comcast to provide the Wi-Fi Service at the Service Location, Customer must have a high-speed internet or Ethernet connection at the Service Location, which has upload and download speeds that are competitive with local commercial products (the "Underlying Connectivity Service"). Customer acknowledges and agrees that (i) it shall have sole responsibility for providing the Underlying Connectivity Service and (ii) Comcast will have no obligation to provide the Wi-Fi Services unless the Underlying Connectivity Service is being provisioned to the Service Location.
9. **Roles and Responsibilities.** Comcast and Customer will have the additional roles and responsibilities set forth in Schedule A of the applicable Sales Order.

**10. Indemnification.** Customer shall indemnify, defend, and hold harmless Comcast, its Affiliates and their respective employees, directors, officers, and agents from any and all Claims (including, but not limited to, Claims by End Users) arising on account of, or in connection with, End Users use of, or access to, the Wi-Fi, including any Claims arising out of Customer's collection and use of any End User data or information (including, but not limited to, any personally identifiable information and any personal information).

**11. Additional Terms Applicable to Cabling Services.** To the extent Comcast provides Customer with its Cabling Services ("Cabling Services"), the following additional terms and conditions are applicable:

**11.1 Preparation of Service Location.** Customer is responsible for preparing the Service Location(s) in accordance with the Site Readiness Checklist provided by Comcast. If Comcast is required to perform the services associated with creating a clear, available pathway in order to provide the Cabling Services, Comcast may charge Customer for the performance of such services, including the cost of any materials required to perform such services.

**11.2 Equipment.** Customer is 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.

**11.3 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 Cabling Services at the Service Location regardless of where the equipment is placed at the Service Location. 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.

**11.4 Additional Materials, Storage and Shipping.** Additional materials required for completion of the Cabling 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 Sales Order 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.

**11.5 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, 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. Comcast may charge Customer for 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, and other non-Comcast generated delays. 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 Cabling 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 Cabling 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.

**11.6 Warranty.** COMCAST REPRESENTS AND WARRANTS THAT THE CABLING 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 CABLING 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 CABLING SERVICE(S) OR DELIVERABLE(S) AS SET FORTH IN THE ORDERING DOCUMENT.

**11.7 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.

**11.8 Installation of Cabling Services.**

A. Upon arrival of a Comcast technician at a Customer Service Location to perform Cabling Services:

1. The Comcast technician will confirm arrival with the Customer Point of Contact.
2. The Customer Point of Contact will identify for the Comcast technician the Customer-designated work area and all Customer-provided materials (if any) required for the completion of the Cabling Services.
3. The Comcast technician will conduct a visual inspection of Customer-provided materials (if any) to ensure presence and serviceability of all required items.

B. Upon completion of the Cabling Services and prior to the Comcast technician's departure from the Service Location:

1. The Comcast technician will clean up and dispose of any debris in the immediate work area where the Cabling Services were performed.
2. Customer's point of contact will participate in the testing and verification of any installed devices, if required.
3. The Comcast technician will confirm with the Customer point of contact that the Cabling Services are complete and request release authorization.

C. The following assumptions are applicable to the performance of the Cabling Services.

1. A lift is not required.
2. All work will be completed during normal business hours, unless otherwise agreed by the parties.
3. Comcast technicians will be granted immediate access to the Service Location(s) by Customer, including all necessary keys, access badges, and combinations to complete Cabling Services in a timely manner.
4. Customer's on-site personnel and/or representative are responsible for providing access to the facility, manholes, and common areas. Any delay in access could impact the delivery of the Cabling Services.
5. Customer will provide clear and available pathways for technicians to perform Cabling Services.
6. Working height is no more than ten (10) feet.
7. Customer Service Location(s) have a readily available power source, including electric service for any equipment to be installed.
8. Customer will provide placement/rack diagrams for all installed devices and locations.
9. Any de-installed devices will remain with Customer.
10. Customer is responsible for identifying and protecting any/all critical existing equipment not related to the Cabling Services.
11. The pricing assumes there is no requirement for the payment of Prevailing Wages, Davis-Bacon Wages, Walsh-Healy Wages, Contract Service Act Wages or any other prevailing wages or fringe benefits.
12. Ground freight to the Service Location(s) is included. If material needs to be responsible for expedited freight costs and expenses.
13. If permits are required, it is included as part of the Cabling Services.
14. Union labor is not included.
15. Customer is responsible for identifying all areas containing asbestos, lead paint, and/or abatement of all hazardous materials and any associated costs.
16. Customer is responsible for identifying any additional costs associated with any historical or environmental (endangered species, archaeological sites/digs, etc.) issues and will be responsible for such costs.
17. No core drilling, fire-wall penetrations, or core sleeves are required unless otherwise specified.
18. Troubleshooting or repair work due to discovery during install may result in change orders.
19. Broken, full, or crushed conduit discovered during performance of the Cabling Services may result in change orders and/or design changes and rerouting of cables.