

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
MASERGY WIRELESS LAN**

**ATTACHMENT IDENTIFIER: Wireless LAN Service, Version 1.0**

The following additional terms and conditions are applicable to Sales Orders for Masergy's Wireless LAN Service ordered under an Enterprise Master Services Agreement. A description of the Service is set forth in Schedule A-1 hereto.

**DEFINITIONS**

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

“**Access Point(s)**” means networking hardware device(s) that enable other Wi-Fi devices (e.g., cell phone and laptops) to connect to a wired network. For the avoidance of doubt, such Access Points are Comcast Equipment.

“**End User(s)**” means Customer's employees, guests and other users or end-users of the Service provided to Customer's Service Location(s).

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

“**LAN**” means local area network.

“**SD-WAN Service**” means Comcast's SD-WAN Service .

“**Service**” means the Comcast Wireless LAN Service.

“**Underlay Connectivity Service**” means connectivity to the Internet via Comcast-provided Ethernet service.

**ARTICLE 1. CUSTOM INSTALLATION FEES**

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

**ARTICLE 2. PROVISIONING INTERVAL**

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

**ARTICLE 3. SERVICE COMMENCEMENT DATE**

The Service Commencement Date shall be the date Comcast informs Customer that the Service is available and performing at the Service Location in accordance with the “Performance Standards” set forth in Schedule A-1 hereto.

Charges for Service shall begin to accrue as of the Service Commencement Date.

Customer acknowledges and agrees that charges may begin to accrue with respect to the Underlay Connectivity Service, the SD-WAN Service and the Wireless LAN Service at different times. For the avoidance of doubt charges will begin to accrue with respect to the Underlay Connectivity Service and the SD-WAN Service in accordance with the applicable PSA.

**ARTICLE 4. SERVICE REQUIREMENTS**

In order to provide the Service at a Service Location the Service Location must have Underlay Connectivity Service and SD-WAN Service. The Underlay Connectivity Service and the SD-WAN Service may be pre-existing or ordered in conjunction with the Service.

**IF THE UNDERLAY CONNECTIVITY SERVICE OR THE SD-WAN SERVICE IS TERMINATED AT A SERVICE LOCATION OR UNAVAILABLE FOR ANY REASON AT ANY TIME, THE SERVICE WILL BE INOPERABLE AT THE SERVICE LOCATION.**

The Services may be used only within the United States.

**ARTICLE 5. TERMINATION CHARGES**

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

**5.2 Termination Charges for Services.**

A. Subject to Sections 5.2(C) and 5.2(D), in the event that 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 to install the Service plus twenty percent (20%).

B. Subject to Sections 5.2(C) and 5.2(D), 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:

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

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

C. 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.

D. Customer acknowledges and agrees that termination of the Underlay Connectivity Service or SD-WAN Service shall constitute a termination of the Service and Customer shall pay Termination Charges with respect to the Service as provided herein; provided, that, if Customer terminated such Underlay Connectivity Service or SD-WAN Service as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions applicable thereto, then Customer will not be obligated to pay Termination Charges with respect to the Service.

## **ARTICLE 6. USE RESTRICTIONS**

**6.1 End User Use Restrictions.** Customer shall be responsible for ensuring End User compliance with the use restrictions of Comcast's Acceptable Use Policy for High-Speed Internet Services found at <https://business.comcast.com/customer-notifications/acceptable-use-policy> or successor URL ("**Use Restrictions**"). Comcast shall have the right to deny access to the Service to End Users who violate the Use Restrictions and to any independent commercial end users (i.e., end users who

use the Wi-Fi Service for commercial purposes other than for Customer's business activity).

**6.2 Platform Use Restrictions.** The Platform (as defined in Schedule A-1) constitutes Licensed Software (as defined in the General Terms and Conditions).

## **ARTICLE 7. CUSTOMER'S ADDITIONAL INDEMNIFICATION OBLIGATIONS**

In addition to the Customer's obligations set forth in Section 6.2 of the General Terms and Conditions, Customer shall indemnify, defend, and hold harmless Comcast from and against any and all damages, liabilities, losses and expenses (including reasonable attorneys' fees) resulting from: (i) any violations of the Agreement by the End Users and (ii) resulting from any claims brought by any End User directly against Comcast related to the Service provided under the Agreement. Nothing herein expressly or implicitly provides any End User with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

Customer shall contractually prohibit any End Users from making any claims directly against Comcast related to the Service and, require that any claims related to the Service must be made by Customer directly, on behalf of its End User, pursuant to the terms of the Agreement.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
WIRELESS LAN SERVICE**

**SCHEDULE A-1**

**WIRELESS LAN SERVICE  
SERVICE DESCRIPTIONS & TECHNICAL SPECIFICATIONS**

Comcast's Wireless LAN Service will be provided in accordance with the service descriptions and technical specifications set forth below.

**1. Service Description**

The Service is an integrated solution consisting of the following:

- a. **Access Points and LAN Switches.** The Service includes one (1) to five (5) access points ("Access Points") and five (5) LAN switch device ("Switch" and together with the Access Points, the "Network Access Equipment") that collectively deliver Wi-Fi coverage and connectivity to the Internet via the Underlay Connectivity Service.
- b. **Meraki Dashboard.** The Service includes read-only access to Comcast's instance of the Meraki Dashboard (the "Platform") where Customer can view Customer's Wi-Fi health and coverage, and Service performance information. Customer's use of the Platform is subject to the use restrictions set forth below.

**2. Technical Specifications**

- a. **Underlay Connectivity Service.** The Service uses the Underlay Connectivity Service to provide Customer with Wi-Fi access to the public Internet and, for purposes of monitoring Customer's Services, the Meraki Dashboard.
- b. **Equipment Access.** Comcast will have read / write access to the Meraki Dashboard and the Network Access Equipment. Customer will be provided read-only access to the Meraki Dashboard.
- c. **Service Set Identifiers ("SSIDs").** The Service supports up to four (4) SSIDs. All Access Points across all Service Locations must have the same SSID configuration.
- d. **Coverage.** Access Point placement is based on customer request. Customer acknowledges that the bandwidth and coverage offered by the 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 asset mounting facilities, Comcast cannot provide any assurance as to the reliability or availability of the Service.
- e. **Authentication.** Available methods of user authentication for the Service include:
  - i. Captive Portal
  - ii. WPA3/WPA2 Personal and Enterprise
  - iii. RADIUS Authentication ("Private Authentication")
- f. **Captive Portal.** As part of the Service, Comcast will create and maintain (via the Meraki Dashboard) a pre-authentication user environment ("Captive Portal") for use with guest SSIDs 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 Service. 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. Comcast shall update and make changes to such user environment and landing page, as reasonably requested by Customer, but not more than twice per year. The Captive

Portal will accept only a single image and terms and conditions. After accepting the terms and conditions, End Users will be redirected to a landing page or the original URL.

- g. Ethernet Ports on Switches.** Ethernet ports not used by Access Points will be enabled by default on the guest LAN; however, Customer may request that Comcast disable activate ~~and configure~~ such additional ports ~~with VLAN information~~.

### **3. Wireless LAN Delivery and Service Management**

- a. Technical Interview.** Comcast will engage Customer in one or several interviews related to Customer's technical implementation details and network design initiatives, including the configuration of the Wireless LAN. Comcast will document the technical information discovered through the interview process into an Architectural Confirmation Document (the "ACD") and the Customer will review and confirm that the ACD is correct. If no changes are requested within five (5) business days, Customer will be deemed to have accepted the ACD and Comcast will begin configuration.
  - i. Switch Configuration.** Based upon the technical implementation details and network design initiatives provided by Customer during the technical interview, Comcast will generate a configuration for the Switches and shall complete such configuration prior to the delivery of the Network Access Equipment to the Service Location.
  - ii. Access Point Configuration.** Based upon the technical implementation details and network design initiatives provided by Customer during the technical interview, Comcast will generate a configuration for the Access Points and shall complete such configuration prior to the installation of the Access Points at the Service Location. Access Points will download their respective configurations from Comcast once they are installed at the Service Location and able to access the Internet.
  - iii. Captive Portal.** The Captive Portal page will be configured based on the information provided by the Customer during the technical interview.
  - iv. RADIUS Configuration** – In order to enable Private Authentication, Customer must provide details required for configuration of 802.1X for WiFi on Meraki Dashboard during the technical interview. Customer is responsible for the operation, maintenance, and support of Private Authentication.
- b. Delivery and Installation Process.** Comcast shall install the Network Access Equipment at the Service Location at such time as may be agreed upon by the parties. Customer acknowledges that Comcast may be required to install wiring inside the Service Location in order to install the Network Access Equipment. Customer further understands that the Network Access Equipment and wiring may need to be mounted to walls and/or ceilings in order for the Service to properly function. Comcast will use commercially reasonable efforts to minimize damage to walls, ceilings and premises, but will not be responsible for repairing or returning the Service Location to its original condition, except to the extent caused by Comcast's gross negligence or willful misconduct. At technician discretion and with Customer agreement, it may be necessary for Comcast to install additional equipment (e.g., a rack, cabinet, or other physical mount point) to facilitate the installation of the Network Access Equipment ("**Mounting Equipment**"). Mounting Equipment is subject to additional charge.
- c. Network Monitoring and Management.** On and after the Service Commencement Date, Comcast will monitor and manage the Network Access Equipment related to the availability and certain performance aspects of the Service. Comcast will send an alert to the Customer for Service impacting alarms. If Customer reasonably determines that the root cause of such issue is

attributable to the Network Access Equipment or the Service, Customer should open a trouble ticket with Comcast by calling the Comcast Support Number (defined below in Section 5.c.).

**d. On-Going Solution Support.**

- i. Comcast will support Customer’s requested configuration changes, in accordance with Comcast’s then current configuration change policy (the “**Configuration Change Policy**”). Upon request, Comcast shall provide Customer with its then current Configuration Change Policy. This includes any changes to the Service configuration as initially outlined in the ACD. Comcast endeavors to meet the following configuration change response objectives:

Category	Objective
Simple Configuration Change	1 Business Day
Complex Configuration Change	10 Business Days

“Simple Configuration Change” means any change that enables or disables functionality in the Service that does not affect a Service Location’s, or an Access Point’s ability to route application traffic. Examples of a Simple Configuration Change include updating the name of a SSID, changing a pre-shared password key.

“Complex Configuration Change” means any change that enables or disables functionality in the Service that affects a Service Location’s, or an Access Point’s ability to route application traffic. Examples of a Complex Configuration Change include adding additional Access Points; changing IP addressing; adding, deleting or changing Switches; adding or removing IP traffic routes (e.g., allowing or blocking traffic to specific networks or interfaces); adding or removing interfaces or changing IPSec parameters.

- ii. If a Comcast vendor develops software updates and/or security patches for such vendor’s equipment which Comcast uses to provide the Service, Comcast will upload such software updates and/or security patches to the applicable Network Access Equipment to the extent Comcast determines, in its sole discretion, that such software updates and/or security patches are necessary. Updates or patches that are viewed as critical may require immediate action and will be considered emergency maintenance as described below. For the avoidance of doubt, Comcast shall have no obligation to develop software updates or security patches and its only obligation under this paragraph is to install updates and security patches developed by its applicable vendors to the extent Comcast determines, in its sole discretion, that such software updates and/or security patches are necessary.

**4. Security Monitoring and Mitigation**

The exact security policies and configuration of the Network Access Equipment will be as requested by Customer and as reflected in the final ACD. **COMCAST DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, ANY SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS.** Comcast will work with Customer to modify the configuration of the Network Access Equipment to attempt to mitigate security events and security threats identified by Customer and therefore Comcast’s sole obligation is to implement the configuration settings requested by Customer. Comcast makes no guarantees with respect to the detection or blocking of viruses/worm/malware or any other types of attacks and is not responsible for any such malicious data that may be transmitted over the provided network.

**5. Technical Support and Maintenance**

Comcast provides Service Level Objectives for the Service, including mean time to respond, and mean time to restore.

**a. Mean Time to Respond.**

Mean Time to Respond is the average time required for Comcast to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes from the time a trouble ticket is opened with Comcast in accordance with the below Technical Support provision.

**b. Mean Time to Replace.**

Mean Time to Replace is the average time, measured on a calendar month basis, required to ship replacement Network Access Equipment to the Service Location. The Mean Time to Replace objective for a Network Access Equipment failure is two (2)

Business Days from the time a trouble ticket is opened with Comcast. “Business Days” are Monday – Friday (excluding national and state holidays) – 8:00am to 5:00pm, eastern standard time. If a trouble ticket is received: (i) by 2:00pm EST on a Business Day, replacement equipment will be shipped on the 2nd Business Day after the receipt of the trouble ticket; or (ii) after 2:00pm EST on a Business Day, a national or state holiday, or a Saturday or Sunday, replacement equipment will be shipped on the 3rd Business Day after the receipt of the trouble ticket.

**c. Technical Support.**

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

- **Escalation.** Customer shall direct Service issues to Comcast Support at the phone number provided by Comcast (the “**Comcast Support Number**”). Service issues may be escalated by Customer within Comcast Support to a Supervisor after twenty-four (24) hours, to a Manager twenty-four (24) hours following the escalation to a Supervisor, and to a Director twenty-four (24) hours following the escalation to a Manager.
- **Maintenance.** Comcast’s standard maintenance window is Monday to Friday from 6:00am to 8:00am ET. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the Customer as required. Emergency maintenance is performed as needed.
- **Network Access Equipment.** Comcast provides certain Comcast Equipment (the Network Access Equipment) for provisioning its Service. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must be used only for delivering Service.

**6. Additional Terms for Cisco Products.**

**The Service is subject to the then-current additional terms and conditions for Cisco Products located at <https://business.comcast.com/enterprise/terms-conditions> (“Additional Terms for Cisco Products”).**

**7. Customer Responsibilities.**

Customers have the following responsibilities related to the installation, support, and maintenance of the Service:

- Providing, interior space within the applicable Service Location for the Network Access Equipment to reside that has an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eight-five (85) degrees Fahrenheit;
- Storing any packages delivered for the installation of the Services in a secure, temperature-controlled location that will not be opened by anyone other than Comcast;
- Providing an escort that can enable Comcast’s access to the buildings and Demarcation Point at each Service Location to allow Comcast and its approved contractors to install cabling for Service installation. Provide access to each Service Location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast’s equipment and facilities;
- Providing SSID authentication-sensitive information (e.g., pre-shared key and RADIUS server information) prior to activation of the Services;
- If RADIUS services are configured, the Customer is responsible for proper configuration and operation of authentication system
- Providing a point of contact (“POC”) and backup POC for installation, service activation and any maintenance activities.
- Providing tier one support to the End Users. Under no circumstances will Comcast provide direct support to the Customer End Users.
- With respect to the Network Access Equipment, notify Comcast of any faulty units that require maintenance and/or replacement.

**8. Emergency Blocking**

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to

block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.