

COMCAST ENTERPRISE SERVICES GENERAL TERMS AND CONDITIONS
(“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.

Agreement: Collectively, the (i) Enterprise Master Services Agreement Cover Page executed by Customer and accepted by Comcast, (ii) these General Terms and Conditions, (iii) any applicable Product Specific Attachments and Comcast Policies included on the Website, and (iv) each binding Sales Order and/or Statement of Work.

Anti-Corruption Laws: These laws include (i) the U.S. Foreign Corrupt Practices Act (“FCPA”); (ii) the U.K. Bribery Act 2010; and (iii) any other applicable anti-corruption laws.

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.

Controlled Item: (i) means (1) hardware items like computers, networking equipment, or electronics; (2) software; and (3) technology, which includes (i) software source code or (ii) the

information necessary for the development, production, use, operation, installation, maintenance, repair, overhaul, or refurbishing of a Controlled Item, such as diagrams, engineering specifications, or manuals.

Customer: The entity named on the Enterprise Services Master Service Agreement Cover Page.

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.

Government Entity: A government at any level, including national, state, local, or municipal; an instrumentality, board, commission, court, agency, or subdivision, whether civilian or military, of any of the above; a government-owned or government-controlled association, organization, business, or enterprise (including any state-owned enterprise or any entity financed in large measure through public appropriations, performing public functions, or whose officers or directors are appointed by a government body); any political party; and any public international organization, *i.e.* organizations whose members are countries, territories, governments of countries or territories.

Government Official: (i) any official, officer, employee (regardless of rank), or person acting on behalf of a Government Entity; or (ii) any political party official or candidate for political office.

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).

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

Sales Order: Also referred to as a Service Order Form, 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. Unless otherwise indicated herein, each Statement of Work shall be considered a Sales Order.

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.

Service Commencement Date: With respect to each Service, “Service Commencement Date” shall have the meanings specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order or SOW 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: The duration of time (which shall commence on the Service Commencement Date) for which Services are ordered as specified in a Sales Order or Statement of Work, plus any Renewal Service Terms.

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.

Trade Controls: Means all applicable laws and regulations pertaining to (1) the export, re-export, transfer, or release of Controlled Items; and (2) sanctions (economic and trade controls put in place by U.S. and foreign governments as a foreign policy tool to restrict transactions and other interactions with certain countries, territories, entities, and individuals). This includes by way of example, the United States Department of Commerce's Export Administration Regulations ("EAR"), the U.S. Department of Treasury's Office of Foreign Assets Control's ("OFAC") trade and economic sanctions laws and regulations.

Website: The Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy, and the AUP and other Comcast Policies are posted. The current URL for the Website is <https://business.comcast.com/enterprise/terms-conditions> (as the same may be updated by Comcast from time-to-time).

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To order Service at a Service Location(s), Customer may sign a Sales Order or SOW. For purposes of Sales Orders, upon Customer's signature, the Sales Order will become binding, subject to acceptance and an engineering review by Comcast. SOWs shall not become binding unless and until executed by both Parties. Each Sales Order or SOW signed 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 Customer written notification (email being sufficient) 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, Customer shall be solely responsible for facilitating Comcast's receipt of such Access as Comcast may require to deliver the Services and for the maintenance of that Access throughout the Service Term. In the event that Customer fails to facilitate Comcast's receipt of such access or maintain such Access for Comcast, 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 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, 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 Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment; provided that any such removal or change does not cause 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. Except as may otherwise be set forth in an SOW, 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 on a monthly basis or elect to charge a non-recurring one-time charge. 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.

2.5 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.

2.6 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.

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.

2.7 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. 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. 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. 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 Customer's failure to allow Comcast to install any Updates.

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 monthly recurring and non-recurring charges identified in the Sales Order or SOW, along with any additional 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, Universal Service Fund charges or other administrative fees) regardless of whether Comcast or its Affiliates incur the costs or pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve 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.

B. With respect to each Sales Order and SOW, Comcast may, upon thirty (30) days prior written notice to Customer (or

such longer period as may be required by law), modify the monthly recurring service charges applicable to the Services at any time after the expiration of the initial Service Term. Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from date of any such notice to cancel the applicable Service without liability for Termination Charges. 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), Comcast may modify monthly recurring charges for equipment 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, 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 prorated 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 sixty (60) days following the invoice date.

C. **Credit Approval and Deposits.** Delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

ARTICLE 4. TERM & TERMINATION

4.1 Term.

A. **Agreement Term.** Upon execution of the Agreement, 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.** Each Sales Order or SOW shall state the initial Service Term for which the Services will be provided. Upon the expiration of the initial Service Term applicable to a Sales Order or SOW, the initial Service Term shall automatically renew for successive periods of one (1) year each (each, a "Renewal Service Term"), unless prior written notice of non-renewal is delivered by either party to the other at least sixty (60) days before the expiration of the initial Service Term or the then current Renewal Service Term. To the extent the initial Service Term or a Renewal Service Term applicable to a Sales Order or SOW extends beyond the expiration date of the MSA Term, such Sales Order or SOW shall continue to be governed by the terms and conditions of the Agreement. The MSA Term commences on the Effective Date and continues for the time set forth on the Master Services Agreement Cover Page.

4.3 **Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) or SOW(s) at any time, upon thirty (30) days prior written notice to Comcast, subject to applicable Termination Charges.

4.4 Termination for Cause.

A. If either party is in material breach of the Agreement and the breach continues unremedied 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. In addition to its other remedies, if the Customer 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. Subject to applicable law, either party may terminate a

Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent as defined under the U.S. Bankruptcy Code, institutes or has instituted against it any bankruptcy, reorganization, debt arrangement or assignment for the benefit of creditors, other proceeding under any bankruptcy or insolvency law or dissolution, receivership, or liquidation proceeding (and if such proceeding is instituted against it, such proceeding is not dismissed within sixty (60) days).

C. Comcast may terminate any Sales Order, SOW and/or the Agreement immediately if Customer or its employees, agents, or representatives threaten, harass, or use vulgar or inappropriate language toward Comcast personnel.

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.

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, 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 ARTICLE 6.1(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.

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 Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. 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. Customer acknowledges that the Service are provided over the internet and third-party equipment and networks with inherent risks and vulnerabilities. COMCAST MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE COMCAST EQUIPMENT OR THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY THREATS.

C. 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 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 Customer or third parties not under the control of Comcast; or (4) loss or destruction of any

Customer hardware, software, files, or data resulting from any virus or other harmful feature or from any attempt to remove it. 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. Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states or jurisdictions 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 Articles 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 onsite at 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.

6.2 Customer's Indemnification Obligations. Subject to Article 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 either 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; provided that this restriction will not prohibit Comcast from making internal announcements related to the completion and existence of the contractual relationship contemplated herein.

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 applicable Comcast Acceptable Use Policy (“AUP”) available on the 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 the 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 Article 4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend 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 and such termination shall constitute a termination for cause. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast will comply with the applicable Privacy Policy for the Service(s) (“Privacy Policy”) which is available at the Website. Comcast is not responsible for any information provided by 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. 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. Comcast shall have no obligation to monitor postings or transmissions made in connection with the Services, however, 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 reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Comcast’s sole discretion, is unacceptable, undesirable or in violation of this Agreement.

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. Customer shall not 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 hereunder 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 and confirmed by either certified mail or 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 Customer, to the address set forth on any Sales Order or the MSA Cover Page; or (ii) with respect to Comcast, to: Comcast Business Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal_Notices@comcast.com. Customer should include their account number or billing account number in their notice, if available. Alternatively, and except as otherwise may be required in a PSA or SOW, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

9.4 Amendments; Changes to the Agreement.

A. The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify these General Terms and Conditions and the PSAs, and any related policies (including the AUP and Privacy Policy) from time to time (“Revisions”) by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect

Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's sole and exclusive remedy for any Revisions. Customer acknowledges and agrees that terms or conditions contained in any Customer purchase order or similar Customer order form (regardless of whether executed by Comcast), or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect. Without limitation to the foregoing, if (i) Customer requires Comcast to execute a Customer 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 Customer order form, Customer acknowledges and agrees that (1) Comcast's execution is solely for the purpose of assisting Customer in satisfying its internal procurement requirements and (2) any terms and conditions contained in such purchase order or Customer order form shall be null and void and of no force or effect.

B. The parties acknowledge that the respective rights and obligations of each party as set forth in this 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, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer 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, in whole or in part, upon sixty (60) days' written notice to Customer. In addition to the foregoing, Comcast reserves the right to immediately terminate a Sales Order or suspend Service in the event of any governmental prohibition or required alteration of the Service, or in any existing or anticipated emergency circumstance, if Comcast determines, in good faith, that no other commercially reasonable actions will adequately protect such people, facilities or systems.

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 on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders or SOWs 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 the Customer, the Customer may terminate the applicable Sales Order or SOW upon a minimum thirty (30) days' prior written notice to Comcast, 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 Consent to Communications from Comcast. Customer acknowledges and agrees that Comcast or third parties acting on Comcast's behalf may call or text Customer at any telephone number that Customer provides to Comcast or that Comcast issues to Customer, and may do so for any purpose relating to Customer's account and/or the Services to which Customer purchased. Customer expressly consents to receive such calls and texts and agrees that these calls and texts are not unsolicited. Customer acknowledges and agrees that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. Customer may not opt-out of receiving certain communications pertaining to Customer's account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, and harm caused to the Network. Message frequency depends on Customer's activity with the Services. Message and/or data rates may apply.

9.8 Entire Understanding; Construction; Survival; Headings; No Waiver; Order of Precedence. The Agreement supersedes all prior agreement 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. In the event that any portion of the 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 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 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 the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who execute the Agreement on its behalf, as applicable, are duly authorized to do so. In the event of any inconsistency between the various documents that comprise the Agreement, precedence will be given as follows: (1) Amendments, if any, (2) Sales Order(s) and /or SOW(s), (3) Product Specific Attachments and Comcast Policies and (4) the General Terms and Conditions.

9.9 Choice of Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the

State of Delaware without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Dover, Delaware and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury.

9.10 No Third-Party Beneficiaries; Independent Contractors. Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this 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 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 may not be construed against a party by virtue of that party having drafted the provisions.

9.11 Anti-Corruption; Anti-Bribery; International Trade Commission Provisions.

A. Anti-Corruption and Anti-Bribery.

(1) Each party represents warrants and covenants that:

(i) In carrying out its responsibilities under the Agreement, each party and each of its shareholders, beneficial owners, Affiliates, officers, directors, employees, and any party acting on its behalf, will comply with all Anti-Corruption Laws and will not offer, promise, give, authorize, solicit, or accept anything of value, directly or indirectly, to or from any person, including any Government Official, in order to improperly influence official action, improperly obtain or retain business, or otherwise obtain an improper advantage.

(ii) To the knowledge of each party, no Government Entity is investigating or has in the past five (5) years conducted, initiated, or threatened any investigation of such party or any of its beneficial owners, Affiliates, officers, directors, employees, or agents related to any violation of Anti-Corruption Laws.

(2) Each party shall immediately inform the other party if it or any of its owners, Affiliates, officers, directors, employees, or agents learns of or suspects a possible violation of any Anti-Corruption Law related to this Agreement.

B. International Trade Commission Provisions.

(1) As this Agreement is subject to Trade Controls, each party (i) will comply with all applicable Trade Control laws and (ii) agrees not to, directly or indirectly, export, transfer or release

Controlled Items to any country except in compliance with Trade Controls and this Agreement.

(2) Each party represents and warrants that neither it nor any of its Affiliates or subsidiaries is a person or entity identified on the EAR's denied or restricted party lists (including the Denied Persons List, Entity List, and Unverified List) or OFAC's Specially Designated National ("SDN") List, or other applicable restricted party lists, or are parties that are owned 50% or more in the aggregate by an SDN(s) (collectively, "Restricted Parties"). Each party shall not permit any Controlled Item to be provided or made available to any Restricted Party; and such party must not engage in any business relationship with or in a country that is subject to a comprehensive embargo by the United States in connection with this Agreement.

(3) If Customer becomes a Restricted Party, then Comcast has the right to immediately terminate this Agreement for cause. For the avoidance of doubt, neither of the parties nor any of their Affiliates are required to perform this Agreement if doing so would violate Trade Controls.

9.12 Customer Portals.

A. Use of Portal. Customer agrees to use any customer portals made available to them by Comcast in accordance with this Agreement. Certain Services allow Customer the capability to modify the Services in the portals that may result in a change to the Customer's rates. Customer acknowledges and agrees that the person using Customer's username and password for a Comcast-provided portal is an authorized user and such user has the capacity and authority to make modifications that may increase or decrease the Customer's monthly recurring fees electronically on behalf of Customer, if such feature is available. Customer acknowledges and agrees that by providing a user access to a portal, such user may have access to Customer's Service(s) details, billing and payment data, usage and technical information, and Customer Proprietary Network Information ("CPNI").

B. Changes to Portal; Suspension. Comcast may change, modify, or alter at any time the information or functionality to which Customer will have access through a portal. Comcast may immediately suspend Customer's access to a portal in its sole discretion, including without limitation, to address an emergency or threat to the security or integrity of Comcast's equipment, information, systems, or personnel.

C. Customer Responsibility. Customer shall be responsible for the security, confidentiality, and use of Customer's username, password, and other credential data associated with any Comcast provided portals. Customer understands that Customer shall be solely responsible for all information or orders (which shall include the submission of trouble tickets) electronically transmitted or use of any data, information, or Services obtained using Customer's username, password, and other credential data. Customer is solely responsible for the acts and omissions of all of its portal

users and for promptly updating or revoking access when roles change. Customer must immediately notify Comcast if a user needs to be removed from a portal.

D. Restrictions on Use; Disclaimer. Customer agrees not to use a portal except as authorized, and not to make the portal available to any third parties. Customer agrees that its use of a portals shall be consistent with the Agreement. Customer shall immediately notify Comcast if there is any unauthorized use of Customer's account passwords and other security data or any use inconsistent with the terms of the Agreement. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services. COMCAST SHALL NOT BE RESPONSIBLE OR OBLIGATED FOR ANY COSTS, FEES,

EXPENSES OR LIABILITIES ACCRUING AS A RESULT OF ANY UNAUTHORIZED USE OF THE PORTALS, CUSTOMER'S ACCOUNT, PASSWORD(S), OR OTHER CREDENTIAL DATA.

9.13 International Riders to the General Terms and Conditions. In the event that Customer orders Service(s) outside of the United States, there may be additional terms and conditions that apply to the provision of such international Services, as set forth in the International Riders available on the Comcast Website. To the extent there is any conflict or inconsistency between the provisions set forth in these General Terms and Conditions or any PSA or SOW, and the terms of an International Rider for a particular country, as to the Services delivered in such country, the terms of the International Rider shall prevail.