

AGREEMENT

This Agreement (this “**Agreement**”) entered on the date set out below (the “*Effective Date*”), by and between Comcast Cable Communications Management, LLC (“**Comcast**”) and the City and County of Denver, (“**Customer**” or “**City**”), each individually referred to herein as “**Party**” and jointly referred to as “**Parties**”.

WHEREAS, Comcast and the State of Colorado, Governor’s Office of Information and Technology entered into an Enterprise Agreement on March 28, 2018, EA#92037OIT03M, for acquisition of Ethernet and other services and which is attached hereto as Exhibit A (the “Master Services Agreement”): and

WHEREAS, the Master Services Agreement was a cooperative agreement which may be used by local governments; and

WHEREAS, the City desires to take advantage of (i) the Master Services Agreement, (ii) the Comcast services listed in the Master Services Agreement (the “MSA Services”), (iii) Comcast’s Interstate Ethernet Transport Service (the “Intrastate Transport Service) and (iv) Comcast Business Internet Service (the “BI Service” and together with the MSA Services and the Intrastate Transport Service, the “Services”).

In consideration of the mutual covenants, promises, and consideration set forth in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties acknowledge and agree that purchase orders placed by the City shall be subject to the terms and conditions contained in the Master Services Agreement and as set forth in this Agreement.

2. That Parties acknowledge and agree that, in addition to the terms and conditions contained in the Master Services Agreement, (i) the Intrastate Transport Service shall be subject to the terms and conditions contained in the Comcast Enterprise Services

Product Specific Attachment – Intrastate Ethernet Transport Services attached hereto as Exhibit B and (ii) the BI Service shall be subject to the terms and conditions contained in the Comcast Enterprise Services Product Specific Attachment – Cable Modem Internet Service attached hereto as Exhibit C.

3. The Agreement will commence on May 1, 2019 and will expire upon the earlier of (i) the expiration or termination of the Master Services Agreement or (ii) May 1, 2024 (the “Term”); provided, that, notwithstanding the foregoing, to the extent the service term applicable to a purchase order extends beyond the expiration or termination of the Master Services Agreement, such purchase order shall continue subject to the terms and conditions of this Agreement.

4. The pricing applicable to the Services provided to the City under this Agreement shall be as set forth on Exhibit D, it being understood that such pricing is exclusive of any applicable taxes or governmental fees.

5. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed TWENTY MILLION DOLLARS (\$20,000,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. Any authorized agent of the City, including the City Auditor or his or her representative (the “City Auditors”), has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, related to the amounts invoiced and charged to the City under this Agreement (the “Contractor Records”) until the latter of three (3)

years after the final payment under the Agreement or expiration of the applicable statute of limitations. To the extent permitted by applicable law, any Contractor Records reviewed by the City Auditors shall be treated as confidential information of the Contractor.

7. All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid to the following addresses:

if to Contractor:

Vice President of Sales Operations (Comcast Business)
One Comcast Center, 1701 JFK Blvd.
Philadelphia, PA 19103,

with a copy of such notice to:

Cable Law Department,
One Comcast Center, 50th Floor, 1701 JFK Blvd.
Philadelphia, PA 19103

if to City:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the

U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

8. In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

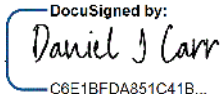
By _____

By _____



Contract Control Number: TECHS-201841263-00

Contractor Name: COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC.

By:  _____
C6E1BFDA851C41B...

Name: Daniel J Carr
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



DATE: 3/28/2018

IMPORTANT



ENTERPRISE AGREEMENT
STATE OF COLORADO

The EA# must appear on all POs, invoices, packing slips, cartons, and correspondence

EA # 920370IT03M
Secondary CSN/WAN Services

OIT Procurement Contact: oit_purchasing@state.co.us
Phone Number: 303-764-7700
OIT Technical Contact: *Mary Lou LaCour*
Phone Number: 303-764-7734

Bernadette Pasillas

Vendor Contact: Brent Daugherty
Phone: 720-403-4661
eMail: brent.daugherty@comcast.com

BID # IFB EGBA 2017000112

V
E
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O
R

Comcast Business Communications, LLC
9601 E. Panorama Circle
Englewood, CO 80112

Invoice

To: OIT Accounts Payable
oit_ap_invoices@state.co.us
601 East 18th Avenue, Suite 180
Denver, CO 80203

Payment will be made by OIT for orders placed by OIT

Ship

To: **AS NOTED ON SPECIFIC ORDER ISSUED**

Delivery/Installation Date Based on each order placed.

F.O.B. DESTINATION, STATE PAYS NO FREIGHT

INSTRUCTIONS TO VENDOR:

- If for any reason, delivery of this order is delayed beyond the deliver/installation date shown, please notify the agency contact named at top left of individual PO (Order). (Right of cancellation is reserved in instances in which timely delivery is not made.)
- Only OIT network staff are authorized to order services.

SPECIAL INSTRUCTIONS: THIS IS AN OIT ENTERPRISE AGREEMENT NOT AN ORDER FOR SERVICES OR PRODUCTS - FOR ORDERS - INDIVIDUAL ORDERS MUST BE PROCESSED AGAINST THIS AGREEMENT

THIS IS AN ENTERPRISE AGREEMENT (EA) BETWEEN OIT AND THE VENDOR FOR THE ACQUISITION OF ETHERNET SERVICES PER VENDOR BID RESPONSE. EACH ORDER MADE FROM THIS EA SHALL BE GOVERNED BY EXHIBIT A - OIT PURCHASE ORDER TERMS AND CONDITIONS.

PURSUANT TO CRS §24-37.5-101 ET SEQ., EXECUTIVE BRANCH AGENCIES ARE REQUIRED TO USE THIS MANDATORY AGREEMENT FOR THE ACQUISITION/PURCHASE OF SERVICES LISTED ABOVE. THIS IS A COOPERATIVE AGREEMENT AND MAY BE USED BY LEGISLATIVE, JUDICIAL, INSTITUTIONS OF HIGHER EDUCATION AND LOCAL GOVERNMENTS.

PRICING & DELIVERY IS PER VENDOR BID RESPONSE AND PER ORDER.

THE VENDOR SHALL PROVIDE REPORTS INCLUDING, BUT NOT LIMITED TO, ORDERS PROCESSED, AGENCY NAME, COST, EQUIPMENT LISTS, LOCATIONS, AND SERVICES PROVIDED. SUCH REPORTS SHALL BE PROVIDED AS REQUESTED BY OIT.

COLORADO STATE EXECUTIVE BRANCH AGENCY ORDERING PROCESS:

- BASED ON NEED, AN EXECUTIVE BRANCH AGENCY WILL SUBMIT A REQUEST TO THE OIT NETWORK TEAM;
- OIT NETWORK TEAM WILL CONTACT THE VENDOR FOR AN INITIAL QUOTE;
- OIT NETWORK TEAM WILL REVIEW THE QUOTE AND SHARE WITH REQUESTING AGENCY;
- REQUESTING AGENCY WILL PROCESS AN INTERAGENCY PURCHASE ORDER (GAE) TO OIT;
- OIT WILL PLACE THE ORDER WITH THE VENDOR;
- INVOICES SHALL BE SENT TO OIT FOR PAYMENT (OIT IS ONLY RESPONSIBLE FOR ORDERS SUBMITTED BY OIT).

TERM: MARCH 28, 2018 – JULY 31, 2020, WITH TWO, ONE-YEAR OPTIONAL RENEWALS

FOR THE VENDOR:

Dedicated Account Manager For Vendor:

DocuSigned by:

Daniel J. Carr

Authorized Vendor Signature:

Daniel J. Carr

Date: 3/29/2018

Printed Name:

FOR THE STATE OF COLORADO:

OIT Authorized Signature:

Theresa A. Kennedy

Date: *March 28, 2018*

Purchase Order Terms and Conditions

1. Offer/Acceptance; Vendor Use and Security Policies

1.1. If this purchase order ("PO") refers to Vendor's bid or proposal, this PO is an ACCEPTANCE of Vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in Vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by the Governor's Office of Information Technology ("Buyer"), to the extent Vendor has not taken exception to such terms and conditions in Vendor's bid or proposal. If a bid or proposal is not referenced, this PO, along with Vendor's Sales Orders ("SO"), is an OFFER TO BUY, subject to Vendor's acceptance, demonstrated by Vendor's performance or written acceptance of this PO and Vendor's SO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by Buyer accepting a counter-offer. This PO shall supersede and control over any Vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

1.2. Notwithstanding anything to the contrary contained in §1.1 or this PO, Buyer acknowledges that (i) any and all Services provided by Vendor shall be subject to Vendor's acceptable use policies and other security and privacy policies (collectively, "Policies") concerning the Services as posted on Vendor's Website (<http://business.comcast.com/enterprise-terms-of-service>) and (ii) Vendor may change or modify the Policies ("Revisions") by posting such Revisions to the Vendor's Website. The Revisions shall be effective upon posting to Vendor's Website. Buyer will receive notice of the Revisions in the next applicable monthly invoice. Buyer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Vendor with written notice that the Revisions adversely affect Buyer's use of the Service(s) or Buyer's obligations under this PO. If after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Services or Buyer's obligations under this PO, then Buyer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date. This shall be Buyer's sole and exclusive remedy with respect to any Revisions.

2. **Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. **Changes.** Vendor and Buyer acknowledge and agree that the products and/or services shall be furnished strictly in accordance with the specifications set forth in, and pursuant to the terms and conditions of, Vendor's Product-Specific Attachment(s) attached hereto as Exhibit A ("PSA(s)") and at the prices set forth for each item in a SO. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by Vendor. Each shipment received or service performed shall comply with the terms of this PO and applicable SO, notwithstanding invoice terms or acts of Vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

4. **Delivery.** Unless otherwise specified in the solicitation, this PO or a SO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in Vendor's bid or proposal as material and basic to Buyer's acceptance. If Vendor fails to deliver or perform as and when promised, Buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and, subject to §6, charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. **Intellectual Property.** Except to the extent specifically provided elsewhere in this PO, any State Information (as hereinafter defined), pre-existing State of Colorado ("State") software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Vendor in the performance of its obligations under this PO shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Vendor upon completion or termination of this PO; provided, that, notwithstanding the foregoing, Vendor may retain copies of any State Materials for legal and regulatory compliance purposes. The State's exclusive rights in any work product prepared by Vendor shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Vendor shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Vendor's obligations hereunder without the prior written consent of the State. Buyer shall maintain complete and accurate records relating to (i) its use of all Vendor and third party software licenses and rights to use any Vendor or third party software granted under this PO and its attachments to which Buyer is a party and (ii) all amounts payable to Vendor pursuant to this PO and its attachments and Buyer's its obligations under this PO or to any amounts payable to Vendor in relation to this PO, which records shall contain sufficient information to permit Vendor to confirm Buyer's compliance with the use

restrictions and payment obligations under this PO or to any third-party use restrictions to which Buyer is a party. Notwithstanding the foregoing, Vendor retains the exclusive rights, title and ownership to any and all pre-existing materials owned by or licensed to Vendor including, but not limited to all Services, pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Vendor under the PO, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Vendor Property"). Buyer shall not copy, redistribute, or bundle in whole or in part, the Vendor Property except to the extent separately licensed to the State as set forth in a State-approved license agreement (i) entered into as exhibits or attachments to this PO, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement. Except as expressly set forth herein, Buyer shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (i) requires Buyer or the State to indemnify Vendor or any other party, or (ii) is in violation of State laws, regulations, rules, fiscal rules, policies, or other State requirements as reasonably deemed solely by the State.

6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF VENDOR FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THIS PO, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICES, 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 BUYER TO VENDOR DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO VENDOR'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VENDOR WHILE ON THE BUYER'S SERVICE LOCATION.

B. 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 REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT BUYER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY VENDOR OR FOR CAPITAL EXPENDITURE CHARGES.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement (which, for the avoidance of doubt, is included, to the extent applicable, as a schedule to the PSA), and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. TO THE MAXIMUM EXTENT ALLOWED BY LAW, VENDOR EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Vendor does not warrant that the Services or associated software or equipment (collectively for the purposes of this §6.2(B), the "Services") will be uninterrupted, error-free, or free of latency or delay, or that the Services will meet Buyer's requirements, or that the Services will prevent unauthorized access by third parties.

C. In no event shall Vendor, be liable for any loss, damage or claim arising out of or related to (i) stored, transmitted, or recorded data, files or software (ii) any act or omission of Buyer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Buyer or third parties, or (iv) loss or destruction of any Buyer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Buyer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

Purchase Order Terms and Conditions

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, 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 ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

8. Inspection and Acceptance. Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, Buyer may exercise all of its rights, including those provided in the Colorado Uniform Commercial Code ("CUCC"). Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to the applicable PSA, Buyer may require Vendor to perform the services again in conformity with the applicable PSA's, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, Buyer may (a) require Vendor to take necessary action to ensure that future performance conforms to the applicable PSA and (b) equitably reduce the payment due Vendor to reflect the reduced value of the services performed by way of providing service credits as set forth in the applicable PSA. Without limiting the foregoing in any way, including any of Buyer's rights set forth in this §8, Service credits are Buyer's sole remedy with respect to a failure of the services to meet the specifications set forth in the applicable PSA.

9. Taxes. Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code No. 84-730123K and from all State and local government sales and use taxes CRS, Title 39, Article 26, Parts I and II and upon Buyer's submission of a valid tax exemption certificate. Vendor will notate Buyer's account as tax-exempt. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City and County of Denver) Vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to Buyer. Buyer shall not reimburse such sales or use taxes.

11. Payment. Buyer shall pay Vendor for all amounts due within forty-five (45) days after receipt of products or services and a correct invoice of amount due. Interest on the unpaid balance shall begin to accrue on the forty-sixth (46th) day at the rate set forth in CRS § 24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to Buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice Buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

12. Vendor Offset. Under CRS § 24-30-202.4(3.5), the State Controller may withhold payment under the State's Vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS § 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

13. Assignment and Successors; Subcontractors.

13.1 Assignment. Buyer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Vendor, which shall not be unreasonably withheld. The Vendor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this PO without the prior written consent of Buyer, which shall not be unreasonably withheld; provided, however, that Vendor may assign this PO to any affiliate or an entity that purchases all or substantially all of the assets to which this PO pertains without the Buyer's consent. All obligations and duties of either party under this PO shall be binding on all successors in interest and assigns of such party.

13.2 Subcontracting. Vendor may subcontract with the companies listed on Exhibit B. Buyer may update Exhibit B from time-to-time to add additional subcontractors (each an "Additional Subcontractor") upon delivering written notice thereof to Buyer; provided, however, that Buyer may reasonably object to the use of an Additional Subcontractor and, if Buyer so objects, Vendor shall not use such Additional Subcontractor in its performance of its obligations under this PO.

14. Indemnification. If any article sold or delivered under this PO is covered by an intellectual property right, patent, copyright, trademark, or application therefore, Vendor shall indemnify, hold harmless and defend, at Vendor's sole expense, the State and its employees and agents against any and all loss, cost, expenses or liability, including but not limited to attorneys fees, court costs and other legal expenses and damages arising out of a claim that any goods or services, software or work product provided by Vendor under this PO, or the authorized use thereof, infringes a third

party's United States patent, copyright, trademark, trade secret, or any other intellectual property right. If this PO is for services, Vendor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of claims arising from death, injury to persons, or damage to real tangible personal property caused by a negligent act or omission by Vendor, or its employees, agents, subcontractors, or assignees arising out of Vendor's performance of services under this PO; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 USC § 2671 et seq., as applicable, as now or hereafter amended.

15. Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of Buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Buyer and Buyer shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Unemployment insurance benefits will be available to Vendor and its employees and agents only if coverage is made available by Vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind Buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by Buyer, and (c) be solely responsible for its acts and those of its employees and agents.

16. Communication. All communication concerning administration of this PO, prepared by Vendor for Buyer's use, shall be furnished solely to purchasing agent.

17. Compliance. Vendor and Buyer shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. Insurance. Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide certificates of insurances as proof of such coverage as requested by purchasing agent. Notwithstanding the foregoing, Vendor agrees to maintain in full force and effect a Technology Errors and Omission Insurance Policy in the minimum amount of \$1,000,000 per claim and \$1,000,000 in the aggregate, that provides coverage for its work undertaken pursuant to this PO as Cyber Privacy Insurance for claims and losses with respect to network, internet (cloud) or other data disclosure risks (such as data breaches, releases of confidential information, unauthorized access/use of information, and identity theft). If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this PO and for at least two (2) years beyond the completion and acceptance of the work under this PO, or, alternatively, a two (2) year extended reporting period must be purchased. Vendor shall provide certificates showing insurance coverage required hereunder to the State within seven (7) days of the Effective Date of this PO. No later than the expiration of any such coverage, Vendor shall deliver to the State certificates of insurance evidencing renewals thereof. If any work is subcontracted by the Vendor in connection with this PO, the Vendor shall require each applicable subcontractor to effect and maintain insurance appropriate to the scope of each such subcontractor's work. In addition, upon request by the State at any other time during the term of this PO or any subcontract, Vendor shall, within ten (10) days of such request, supply to the State certificates of insurance evidencing compliance with the provisions of this §18.

19. Termination Prior to Shipment. If Vendor has not accepted this PO in writing, Buyer may cancel this PO by written notice to Vendor prior to shipment of goods or commencement of services.

20. Termination for Cause. If either party refuses or fails to timely and properly perform any of its obligations under this PO (the "Breaching Party"), the other party (the "Non-Breaching Party") may (i) notify the Breaching Party in writing of such non-performance and (ii) if such non-performance is not remedied by the Breaching Party within thirty (30) days of delivery of such notice, terminate this PO. Payment for completed services performed and accepted shall be at the price set forth in this PO or the applicable SO.

21. Termination in Public Interest. Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, Buyer, in its sole and good faith discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of Buyer's obligations hereunder. This section shall not apply to a termination for Vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to Vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, Vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially

Purchase Order Terms and Conditions

manufactured goods, Buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies, construction and services delivered (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, Buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS § 24-106-101, upon written request of Buyer

22. PO Approval. This PO, along with Vendor's SO, shall not be valid unless it is executed by purchasing agent and Vendor. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

23. Fund Availability. Financial obligations of Buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

24. Choice of Law. State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods sold unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with applicable laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS § 24-109-106, prior to commencing any judicial action against Buyer.

25. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform Services under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform Services under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS § 8-17.5-102(5)(c), Vendor shall not knowingly employ or contract with an illegal alien to perform Services under this PO or enter into a contract or PO with a subcontractor that fails to certify to Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Services under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and Buyer within three days if Vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract with respect to the performance of Services under this PO if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Vendor participates in the Department program, Vendor shall deliver to the Buyer a written, notarized affirmation that Vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Vendor fails to comply with any requirement of this provision or CRS § 8-17.5-101 et seq., Buyer may terminate this PO for breach and, if so terminated, Vendor may be liable for damages.

26. Public Contracts with Natural Persons. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS § 24-76.5-101 et seq., and (c) has produced a form of identification required by CRS § 24-76.5-103 prior to the date Vendor delivers goods or begins performing services under terms of the PO.

27. Vendor Records. Vendor shall make, keep and maintain, and allow inspection by the State, upon at least ten (10) business days' prior written notice, of Vendor's complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the invoicing of Buyer for work or the delivery of services or goods under this PO, excepting any records related to Vendor's cost of providing the services or goods, or Vendor's other customers (collectively, "Vendor's Records"). Vendor shall maintain such records until the last to occur of: (i) a period of three (3) years after the date this PO expires or is sooner terminated, (ii) final payment is made under this PO, (iii) the resolution of any pending PO matters, or (iv) if an audit is occurring, or Vendor has

received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period"). Vendor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Vendor's Records related to this PO during the Record Retention Period for a period of three (3) years following termination of this PO or final payment thereunder, whichever is later, to assure compliance with the terms thereof or to evaluate performance thereunder. The State reserves the right to inspect the work at all service locations at reasonable times during the PO term, including any extensions or renewals. If the work fails to conform to the requirements of the PO, the State may require Vendor to promptly bring the work into conformity with PO requirements, at Vendor's sole expense. If the work cannot be brought into conformance by re-performance or other corrective measures, the State may require Vendor to take necessary action to ensure that future performance conforms to PO requirements and exercise the remedies available under the PO, at law or in equity, in lieu of or in conjunction with such corrective measures. Vendor shall, at Vendor's sole expense, to the extent reasonably possible, reconstruct any records not preserved or retained as required by this paragraph.

28. Confidential Information – State Records and Data. Vendor shall comply with and shall cause each of its Subcontractors and any other party performing Work under the PO to comply with the provisions of this PO if it becomes privy to State Information in connection with its performance. Confidential Information means all information regarding either Party's business or operations which 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. "State Information" means the combination of State Confidential Information and State Records. "State Confidential Information" means all information, data, records, and documentary materials which are of a sensitive nature and belong to the State regardless of physical form or characteristics (including but not limited to any non-public State records, sensitive State data, protected State data, State personnel records, payment card information ("PCI") personally identifiable information ("PII") and federal tax information ("FTI")) which has been communicated, furnished or disclosed to Vendor by Buyer and/or the State in connection with its provision of the Services; provided, that, Buyer acknowledges and agrees that (i) Vendor does not require access to, and neither Buyer nor State shall provide Vendor with access to, any State or Buyer personnel records, PII, PCI or any other information or data concerning individuals in the performance of its obligations under this PO and (ii) that information transferred by Buyer, State and/or its users over or through the network (i.e., the Vendor equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services), including, but not limited to, PCI or PII, shall not constitute State Confidential Information that has been "communicated, furnished or disclosed" to Vendor by Buyer and/or the State. Notwithstanding the foregoing, State Confidential Information shall not include State Records. "State Records" means all information, data, records, and documentary materials which are not sensitive and belong to the State regardless of physical form or characteristics, including but not limited to any public State records, non-sensitive State data, and other information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished or disclosed by the State to Vendor which (i) is subject to disclosure pursuant to the Colorado Open Records Act, CRS § 24-72-200 1, et seq.; (ii) is already known to Vendor without restrictions at the time of its disclosure by Vendor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Vendor to the State; (iv) is disclosed to Vendor, without confidentiality obligations, by a third party who has the right to disclose such information, or (v) was independently developed without reliance on any State Confidential Information. Notwithstanding the foregoing, State Records shall not include State Confidential Information.

29. Confidentiality. Vendor and Buyer shall comply with all laws and regulations concerning confidentiality of the Confidential Information of the other Party. Any request or demand by a third party for Confidential Information of either Party shall, within a commercially reasonable time, forward to the affected Party, provided such notification is not prohibited by law.

30. Notification. Vendor shall provide its agents, employees, Subcontractors and assigns who may come into contact with State Confidential Information with a written explanation of the confidentiality requirements herein, to which they are subject, before permitting them to access such State Information.

31. Use, Security, and Retention. State Information of any kind shall not be distributed or sold to any third party, retained in any files or otherwise, or used by Vendor or its agents in any way, except as authorized by this PO, by law, or approved in writing by the State.

32. Protection. Vendor shall protect and secure all State Information provided to it by the State in the same manner as if it were its own Confidential Information. With respect to State Information provided to Vendor by the State (excluding the transmission of any such State Information through use of the Services provided hereunder), Vendor shall, and shall cause its Subcontractors to, (i) provide physical

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and logical protection for all related hardware, software, applications and data that meet or exceed industry standards and requirements as set forth in this PO; (ii) maintain network, system, and application security, which includes network firewalls, intrusion detection, and annual security testing; (iii) comply with applicable State and federal regulations related to security, confidentiality and auditing; and (iv) shall report all Incidents to a representative of the Office of Information Security ("OIS") as soon as is reasonably practicable, but in no event later than is required by applicable law

33. Background Checks. Vendor shall perform, and shall cause its Subcontractor's to perform, background checks on all of its respective employees and agents performing Services under this PO

35. Incident Notice. If Vendor becomes aware of an Incident involving any State Records, it shall (i) notify the State as soon as is reasonably practicable thereafter but, in no event, later than fifteen (15) days thereafter and (ii) reasonably cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, if any. If the Incident is determined to be caused by Vendor, Vendor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

36. Incident Remediation. Vendor shall be responsible for determining the cause of an Incident, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. Vendor shall promptly present its analysis and remediation plan to the State notifying the State of an Incident. If Vendor cannot produce its analysis and plan within a reasonable amount of time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Vendor shall reimburse the State for the reasonable costs thereof.

38. Incident Liability. Vendor shall indemnify, save, and hold harmless the State, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees arising from, or related to, an Incident that is determined to have been caused by Vendor.

39. End-of-PO State Information Handling. The Parties agree that upon the termination or expiration of this PO, the Vendor shall, at the choice of the State, return all State Information provided by the State to Vendor, and the copies thereof, to the State, or Vendor shall destroy all such State Information and certify to the State that it has done so, provided, that, notwithstanding the foregoing, Vendor may retain copies of any State Information for legal and regulatory compliance purposes. If legislation imposed upon the Vendor prevents it from returning or destroying all or part of the State Information provided by the State to Vendor, Vendor warrants that it will protect the confidentiality of all State Information provided by the State to Vendor in accordance with the terms and conditions of this PO.

41. Force Majeure. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure event. A Party that becomes aware of a Force Majeure event that will significantly delay performances shall notify the other Party promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure event. If a Force Majeure event occurs, the Parties shall execute an amendment in accordance with the terms of this PO to extend the PO for a time period that is reasonable under the circumstances and in accordance with State of Colorado Fiscal Rules and State of Colorado Controller Policies.

42. License or Use Audit Rights. Vendor shall have the right, at any time during and throughout the PO term, but not more than once (1) per Fiscal Year to request via written notice in accordance with §16 ("Audit Request") that the State certify its compliance with any applicable license or use restrictions and limitations ("Audit") contained in this PO or its exhibits. The State shall complete the Audit and provide certification of its compliance to Vendor ("Audit Certification") within one hundred twenty (120) days following the State's receipt of the Audit Request. If upon receipt of the State's Audit Certification, the Parties reasonably determine: (i) the State's use of licenses, use of software, use of programs, or any other use during the Audit period exceeded the use restrictions and limitations contained in this PO or its exhibits ("Overuse") and (ii) that the State would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Vendor shall provide written notice in accordance with §16 to the State identifying any Overuse or required Maintenance and request that the State brings its use into compliance with such use restrictions and limitations. Notwithstanding anything to the contrary in this PO and its exhibits, or incorporated as a part of Vendor's or any Subcontractor's website, click-through or online agreements, third-party agreements, or any other documents or agreements between the Parties, the State shall not be liable for the costs associated with any Overuse or Maintenance beyond the then current fiscal year, regardless of whether the State may have been notified in advance of such costs.

43. Press Release. Vendor or Buyer shall not initiate any press and/or media contacts nor respond to press and/or media requests regarding this PO and/or any related matters concerning the either Party without the prior written approval of the other Party (in the case of the State, the representative listed on the cover page of this PO)

44. Modification. Modification. Except as specifically provided in this PO and Vendor's SO, modifications of this PO and Vendor's SO shall not be effective unless agreed to in writing by the Parties in an amendment to this PO and Vendor's SO, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. This PO is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this PO on the effective date of such change, as if fully set forth herein.

45. Conflicts of Interest. Vendor acknowledges that with respect to this PO, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Vendor shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Vendor's obligations to the State hereunder. If a conflict or appearance of a conflict of interest exists, or if Contractor is uncertain as to such, Vendor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this PO.

46. Early Termination. Notwithstanding anything to the contrary contained in this PO or any applicable PSA, Buyer shall have no obligation to pay early termination charges in connection with an early termination of this PO and/or a Service by Buyer; provided, however, that, notwithstanding the foregoing, if Buyer terminates this PO or a Service other than for cause in accordance with §20, Customer shall be obligated to reimburse Vendor for 100% of any remaining, unpaid capital expenditures which Vendor has incurred in order to provide the ordered Services to Buyer (the "Capital Expenditure Charges").

47. Defined Terms. "Criminal Justice Information (CJI) Data" means information collected by criminal justice agencies that is needed for the performance of their legally authorized, required function, which includes, but is not limited to, wanted person information; missing person information; unidentified person information; stolen property information; criminal history information; information compiled in the course of investigation of crimes that are known or believed on reasonable grounds to have occurred, including information on identifiable individuals, and information on identifiable individuals compiled in an effort to anticipate, prevent, or monitor possible criminal activity. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible object that is produced as a result of Vendor's Work that is intended to be delivered to the State by Vendor. Examples of Deliverables include, but are not limited to, report(s), document(s), server upgrade(s), software license(s), and may be composed of multiple smaller deliverables. "Federal Tax Information (FTI) Data" means federal or state tax returns, return information, and such other tax-related information as may be protected by State and federal law. "Fiscal Year" means the State's fiscal year, which begins on July 1 of each calendar year and ends on June 30 of the following calendar year. "Force Majeure" means failures or delays in performance by a Party due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm, or other acts of God. Both Parties agree to use their best efforts to minimize the effects of such failures or delays. "Goods" means tangible material acquired, produced, or delivered by Vendor either separately or in conjunction with the Services Vendor renders hereunder. "Health Insurance Portability and Accountability Act (HIPAA) Data" means any information, whether oral or recorded in any form or medium, that (i) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of any individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and (iii) identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. HIPAA Data includes, but is not necessarily limited to, protected health information as defined in 45 CFR § 160.103 and 45 CFR § 164.501. "Incident" means an accidental or deliberate event by Vendor or its representatives that results in the unauthorized loss or disclosure of State Information which has been communicated, furnished or disclosed to Vendor by Buyer and/or the State in connection with its provision of the Services. "Payment Card Information (PCI) Data" means any data related to card holders' names, credit card numbers, or other credit card information as may be protected by State and federal law. "Personally Identifiable Information (PII) Data" means information about an individual collected by the State or any other governmental entity that could reasonably be used to identify such individual as defined in CRS § 24-72-501(2) and includes, but is not limited to, any combination of (i) first and last name, (ii) first name or first initial and last name, (iii) residence or other physical address, (iv) electronic mail address, (v) telephone number, (vi) birth date, (vii) credit card information, (viii) social security number, (ix) driver's license number, (x) identification card number, or (xi) any other information that identifies an individual personally. "Product-Specific Attachment (PSA)" means additional terms and conditions required by the Vendor which are applicable to the Services ordered by Buyer under this PO. "Sales Order ("SO")" means a request for Vendor to provide the Services to a Service Location(s) submitted by State to Vendor on a then-current Vendor form designated for that purpose. "Services" means the required services to be performed by Vendor pursuant to this PO as described in the applicable PSA; provided, that, Buyer and Vendor acknowledge and agree that the only services which may be

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ordered pursuant to this PO are Vendor's (i) Ethernet Dedicated Internet services, (ii) Ethernet Transport services, (iii) Trunk services and (iv) Business VoiceEdge services. "State Controller" means the Colorado State Controller or authorized designee of the Colorado State Controller. "Subcontractor" means any third party engaged by Vendor to aid in performance of Vendor's obligations. "Work" means the tasks and activities Vendor is required to perform to fulfill its obligations under this PO and its exhibits, including the performance of the Services and delivery of the Goods. "Work Product" means the tangible or intangible results of Vendor's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives, or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts. "Vendor" means Comcast Inc. and its subcontractors or assigns.

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Exhibit A

Vendor Product Specific Attachments

1. See attachment entitled "Ethernet Dedicated Internet PSA"; Applicable to EDI (fiber-based Internet) services.
2. See attachment entitled "Ethernet Transport PSA"; Applicable to ENS, EPL and EVPL services.
3. See attachment entitled "Trunk Services PSA"; Applicable to ethernet transport services.
4. See attachment entitled "Business VoiceEdge PSA"; Applicable to business voice edge services.

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Exhibit B

Vendor Subcontractors

1. Senfco Communications

**VENDOR ENTERPRISE SERVICES
PRODUCT SPECIFIC ATTACHMENT
BUSINESS VOICEEDGE™ SERVICE**

The following additional terms and conditions are applicable to Vendor's Business VoiceEdge™ (BVE) Service ordered under the PO:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PO..

"Estimated Availability Date" means the target date for delivery of Service.

"Service Location(s)" – means the Buyer location(s) where Vendor provides the Services.

"Service" means BVE Service. Subject to service availability, Buyer may order Service for use at Service Locations within Vendor's service areas.

"Vendor Equipment" means any and all facilities, equipment or devices provided by Vendor or its authorized contractors at the Service Location(s) that are used to deliver the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location(s), whether or not installed by Vendor, shall not be considered Vendor Equipment.

ARTICLE 1. SERVICES

The Service consist of bundled and individual voice application features that are hosted on a VoIP platform. A further description of the Service is set forth in Schedule A-1 hereto which is incorporated herein by reference. Vendor reserves the right to modify the Service descriptions without notice.

ARTICLE 2. PROVIDER

Service shall be provided by Comcast IP Phone, LLC or one of its applicable affiliates or subsidiaries.

ARTICLE 3. CUSTOM INSTALLATION FEE

Once Vendor accepts a Sales Order for Service, Vendor will invoice Buyer for all applicable installation fee(s) (if any) based on the selected Service Term. Buyer will pay any such installation fee(s) within forty-five (45) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 4. PROVISIONING INTERVAL

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

ARTICLE 5. SERVICE COMMENCEMENT DATE

The Service Commencement Date shall be defined as the date(s) on which Vendor first makes Service available for use by Buyer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates. Vendor shall notify Buyer that the Service is available for use on the Service Commencement Date. Any failure or refusal on the part of Buyer to be ready to receive the Service on the Service Commencement Date shall not relieve Buyer of its obligation to pay applicable Service charges and may be treated as a termination for cause by Vendor as provided under Article 20 of the PO of the Agreement. Vendor will consider

the Service installation completed if Vendor has delivered Service, regardless of whether Buyer refuses or fails to be ready to receive the Service.

ARTICLE 6. RESERVED

ARTICLE 7. SERVICE CREDITS

Service credits are addressed in Attachment A-2 Service Level Agreement.

ARTICLE 8: USE POLICY/ADDITIONAL USE RESTRICTIONS

(A) Service is not for residential use. Service is intended for domestic US, commercial use only. In order to purchase and retain Service with Vendor, Buyer must order and retain Vendor Internet Service. Service will not operate if Buyer terminates Vendor Internet Service or has improperly set the disaster recovery feature at any time during the Services Term. Vendor shall have no liability for loss of Service which results from Buyer terminating Vendor Internet Service or due to feature misconfiguration.

(B) Vendor shall not be responsible if Service or any changes in the facilities, operations or procedures utilized by Vendor in the provisioning of Service (1) renders any equipment provided by Buyer ("Buyer Equipment") obsolete, and/or (2) requires modification or alteration of such Buyer Equipment or Buyer's system, and/or (3) otherwise affects Buyer Equipment use or performance.

(C) Buyer acknowledges and agrees that Service is not compatible with alarm and security systems, medical monitoring devices, certain fax machines, and certain "dial-up" modems and overhead paging systems. Buyer's attempt to use any such systems in connection with the Service is solely at its own risk and Vendor shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

(D) Voice Service hardware may only be used at Service Location(s) where Service is installed by Vendor. Buyer understands and acknowledges that if Buyer attempts to install or use the Vendor Equipment or Service at another location, the Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of the Agreement if Buyer moves Service to another location without first notifying Vendor. Vendor prohibits use of the Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or blasting for services with unlimited local and long distance calling plans. Vendor reserves the right to immediately suspend, disconnect or modify Buyer's use of the Service if, in its sole discretion, Vendor determines or reasonably suspects that Buyer or its end users are using the Service for any of the aforementioned or similar activities.

ARTICLE 9: SERVICE LIMITATION

9.1 Service Disruption. Buyer acknowledges and understands that the Service may not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power is interrupted and Buyer-provided Equipment and/or Vendor Equipment does not have a functioning backup power. Buyer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Service, including calls to 911, will not function until normal power is restored. Buyer also understands that certain online features of the Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

9.2 Nomadic Functionality of certain Voice Service and Vendor Equipment. Vendor may sell or provide certain Service and/or Vendor Equipment with nomadic functionality. In such an event, Buyer agrees to comply with all user guides, requirements and instructions provided by Vendor, including without limitation, updating the Service Location associated with the nomadic Service and/or Vendor Equipment. Buyer updates to the Service Location must be made a minimum of 72 hours prior to moving nomadic Services and/or Vendor Equipment to a

new location.

ARTICLE 10: LIMITATIONS OF 911/E911

10.1 Limitations. Service includes a 911/ Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. BUYER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF SERVICE WITH 911/E911.

10.2 Correct Address. MANY STATES REQUIRE BUSINESSES USING MULTI-LINE TELEPHONE SYSTEMS TO PROGRAM THEIR SYSTEMS TO TRANSMIT SPECIFIC LOCATION INFORMATION FOR 911 CALLS. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT IT, AND NOT VENDOR, BEARS SOLE RESPONSIBILITY TO ENSURE THAT IT IDENTIFIES AND COMPLIES WITH ALL SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO IS A BREACH OF THE AGREEMENT. In order for 911/E911 calls to be properly directed to emergency services, Vendor must have the correct Service Location address for each telephone number and extension used by the Buyer. If Buyer moves the Service to a different Service Location or a different location within a Service Location without providing the correct information to Vendor, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Service (including 911/E911) may fail altogether. Therefore, except as otherwise explicitly identified herein, Buyer must contact Vendor before moving the Service to a new Service Location, or a new location within a Service Location. All changes in Service Location require Vendor's prior approval. Buyer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the system as necessary to reflect moves or additions of stations within the Service Location. Updates can be made via the Business VoiceEdge web portal by the User or Group Administrator or by calling Buyer Care. Updates to Service take up to 72 hours to complete.

10.3 Service Interruptions. Buyer acknowledges and understands that the Service uses the electrical power in Buyer's Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the Buyer-provided Equipment and/or Vendor Equipment is not installed, fails, or is exhausted after several hours. Buyer also understands and acknowledges that Vendor does not provide a battery backup for any such Service devices and Buyer is urged to arrange for their own backup power supply. The duration of Service during a power outage will depend on Buyer's backup power choice and proper configuration of the Buyer's disaster recovery feature. Vendor bears no responsibility for such loss of Service.

10.4 Network Facilities. Calls, including calls to 911/E911, may not be completed if Buyer exceeds its Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

10.5 Address updates. Failure by Buyer to make Service Location updates, including updates to restore the service address to the original registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.

10.6 911/E911 Limitations for Nomadic users. Vendor only supports 911/E911 calls in those areas of the U.S. where Vendor can direct Buyer's 911 calls to the appropriate PSAP in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Buyer acknowledges that 911 calls from nomadic Vendor Equipment will reach the emergency authority associated with the original registered Service Location unless Buyer updates the Service Location address as described in Article 10.2 above. Vendor will be unable to register any Service Location provided in conjunction with the use of nomadic Service and/or Vendor Equipment that is outside its 911/E911 Service support area. In such instances, Buyer must use an alternative means of accessing 911/E911.

10.7 Reserved.

10.8 Teleworkers users. Vendor Equipment used for teleworking is intended for primary use at Buyer's registered Service Location. However, such equipment may operate from any location where Buyer or Buyer's authorized end user is able to access a broadband connection. In order for 911/E911 calls to be properly directed to

emergency services from such Vendor Equipment, Buyer must update the Service Location as instructed in Article 10.2, above.

10.9 Buyer-initiated 911 Testing. If Buyer chooses to make test calls to 911 from multiple stations within a Service Location, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.

10.10 Suspension and Termination by Vendor. Buyer understands and acknowledges that the Service, including 911/E911, as well as all online features of the Service, where Vendor make these features available, will be disabled if Buyer's account is suspended or terminated.

10.11 LIMITATION OF LIABILITY AND INDEMNIFICATION. BUYER ACKNOWLEDGES AND AGREES THAT NEITHER VENDOR NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. TO THE EXTENT NOT PROHIBITED BY LAW, BUYER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS VENDOR AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, BUYER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

ARTICLE 11: EQUIPMENT REQUIREMENTS

11.1 Equipment

- a) **Network Hardware Equipment.** To use the Service, Buyer may need a multimedia terminal adapter ("MTA"), Enterprise Services Gateway ("ESG"), or other adapter device. Buyer can lease an MTA or ESG from Vendor, in which case it will be Vendor Equipment. Buyer agrees to keep the MTA plugged into a working electrical power outlet at all times. Mean Time to Repair (MTTR) information may be found on the Vendor website ("Vendor Website or Website"). The current URL for the Website is <http://business.comcast.com>. Vendor may update the Website documents and/or URL from time to time.
- b) **Premise Hardware Equipment.** To use the Service, Buyer may need an IP phone handset, conference device, or analog telephone adapter ("ATA") or other adapter device. Buyer can lease an IP Phone, conference device or ATA from Vendor, in which case it will be Vendor Equipment. Vendor supports next business day ("NBD") replacement for devices Vendor determines need replacement.

11.2 Incompatible Equipment and Services. Buyer acknowledges and understands Service may not support or be compatible with:

- (a) Non-recommended configurations including but not limited to MTAs, ATAs or ESGs not currently certified by Vendor as compatible with Service;
- (b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems;
- (c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- (d) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- (e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and
- (f) Other call types not expressly set forth in Vendor's product literature (e.g., outbound shore-to-ship calling). Buyer's attempt to use any such systems in connection with the Services is solely at its own risk and Vendor shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

11.3 Vendor will support N11 dialing service in areas where the service is made available by the local municipality.

11.4 Buyer's attempt to use any such systems in connection with the Service is solely at its own risk and Vendor shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

ARTICLE 12: ADDITIONAL LIMITATIONS ON VENDOR'S LIABILITY FOR VOICE SERVICE

12.1 Limitations on Vendor's Liability for Directories and Directory Assistance for Service Buyers. THESE LIMITATIONS SHALL APPLY WHERE VENDOR MAKES AVAILABLE AN OPTION TO LIST BUYER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) BUYER REQUESTS THAT BUYER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) BUYER REQUESTS THAT BUYER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR BUYER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF VENDOR AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH BUYER HAS ACTUALLY PAID TO VENDOR TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. TO THE EXTENT NOT PROHIBITED BY LAW, BUYER SHALL HOLD HARMLESS VENDOR AND ITS ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. FURTHERMORE, IF VENDOR MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER VENDOR NOR ANY OF ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

12.2 Buyer Information. Vendor and its suppliers reserve the right both during the term of the Agreement and upon its termination to delete Buyer's voicemail, call detail, data, files, or other information that is stored on Vendor's or its suppliers' servers or systems, in accordance with our storage policies. Buyer understands and acknowledges that Vendor shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

ARTICLE 13: SERVICE CHARGES

- (a) **Prices.** The Service is subject to the service pricing identified in the applicable Sales Order, and subject to the pricing lists and guides found at: <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>. Vendor may update the website documents and/or URL from time to time.
- (b) Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., outbound, international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.
- (c) Notwithstanding anything to the contrary in this Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Vendor or its Associated Parties, as if such a call were answered by the called party, Vendor will charge Buyer for a completed call. Voice Service pricing lists and fees can be found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>

Except as otherwise prohibited by law, calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute. Vendor reserves the right to round up any and all Voice Service invoice amounts to the nearest one (1) cent.

- (d) **Billing Increments.** Billing increment for Service are identified in the Service Description. Vendor may update the website documents and/or URL from time to time
- (e) **Rounding of Charges.** Except as otherwise provided in the Agreement, Voice Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

**VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
Business VoiceEdge**

**SCHEDULE A-1
SERVICE DESCRIPTION AND TECHNICAL SPECIFICATIONS**

Services description may be found at the following link: <http://businesshelp.comcast.com/welcome> or <http://business.comcast.com/phone/voiceedge/included-features>.

Vendor may update the website documents and/or URL from time to time.

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Vendor's Service is backed by the following Service Level Agreement ("SLA"):

Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PSA or the PO.

Service Level Agreement (SLA)

Vendor's liability for any Total Service Interruption of its Service shall be limited to the amounts set forth below. Multiple events will require multiple trouble tickets to be opened.

Credit Allowances. Unless otherwise addressed in a service level agreement attached to the Agreement, Vendor will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Buyer reports an interruption in the portion of the Service to Vendor, a trouble ticket is opened, and the Service is released to Vendor for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and Vendor has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

Length of Service Interruption	Amount of Credit
At least 4 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. To qualify, Buyer must request the Credit from Vendor within thirty (30) days of the Service Interruption.

Exceptions to Credit Allowances. Except as otherwise provided in the PO, a Service Interruption shall not qualify for the Credit set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Buyer actions or inactions; Buyer-provided power or equipment; any third party not contracted

through Vendor, including, without limitation, Buyer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Schedule shall be Buyer's sole and exclusive remedy for any Service Interruption in the Service, outage, unavailability, delay or other degradation in the Services or any Vendor failure to meet the objectives of the Service; provided, that, notwithstanding the foregoing, Vendor and Buyer acknowledge and agree that the foregoing shall not limit any other remedies that Buyer may have under the PO.

**VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES**

The following additional terms and conditions are applicable to Sales Orders for Vendor's Ethernet Dedicated Internet Service:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PO.

"Estimated Availability Date" means the target date for delivery of Service.

"HFC Network" means a hybrid fiber coax network

"Interconnection Facilities" means transmission capacity provided by Vendor, Buyer or a third-party supplier to extend the Vendor Equipment from a Vendor terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"Off-Net" means geographical locations that are outside of Vendor's service area and/or geographical locations that are within Vendor's service area generally, but are not readily accessible by Vendor network facilities. All Off-Net Services are provided by third-party service providers. Off-Net Services provisioned over a fiber optic network are referred to as "Off-Net Fiber."

"On-Net" means geographical locations where Vendor currently provides Services through its Vendor network. On-Net Services may be provisioned over a fiber optic network ("On-Net Fiber"), or via a HFC Network ("On-Net HFC"), as available through Vendor.

"Service Location(s)" – means the Buyer location(s) where Vendor provides the Services.

"Service(s)" means Ethernet Dedicated Internet Services.

"Vendor Equipment" means any and all facilities, equipment or devices provided by Vendor or its authorized contractors at the Service Location(s) that are used to deliver the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location(s), whether or not installed by Vendor, shall not be considered Vendor Equipment.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Dedicated Internet Service. A further description of the Service is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

On-Net Service shall be provided by Comcast Business Communications, LLC.

On-Net Service provided over the HFC Network and Off-Net Services are available in a limited number of markets. For information on service availability, call 866-429-0152.

ARTICLE 3. CUSTOM INSTALLATION FEES

Once Vendor accepts a Sales Order for Services, Vendor will invoice Buyer for all Installation fee(s) (if any). Buyer will pay any such installation fee(s) within forty-five (45) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 4. PROVISIONING INTERVAL

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

ARTICLE 5. SERVICE COMMENCEMENT DATE

Vendor shall inform Buyer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Buyer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Buyer fails to notify Vendor that the Service does not comply materially with the Technical Specifications (defined in Article 8); or (C) the date on which Buyer first uses the Service. In the event that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months

ARTICLE 6. RESERVED

ARTICLE 7. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by third parties, Vendor may request (as applicable), and Buyer will provide to Vendor, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Vendor to make the necessary cross-connection between the Service and Buyer's other service provider(s). Vendor may charge Buyer nonrecurring and monthly recurring cross-connect charges to make such connections.

**ARTICLE 8. TECHNICAL SPECIFICATIONS;
SERVICE LEVEL AGREEMENT**

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("Technical Specifications"). The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto and incorporated herein by reference.

**VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS
VENDOR ETHERNET DEDICATED INTERNET SERVICES**

Vendor's Ethernet Dedicated Internet Service will be provided in accordance with the service descriptions and technical specifications set forth below:

Service Descriptions

Ethernet Dedicated Internet Service ("EDI"). EDI provides reliable, simple, and flexible access to the Internet. The Service is offered in the Ethernet User-to-Network Interfaces ("UNI") increments identified in Figure 1 below and is available in Committed Information Rate ("CIR") speed increments starting at 1Mbps, subject to available capacity. The Service provides an Ethernet Virtual Connection ("EVC") from the Buyer Service Location to a Vendor Internet Point of Presence ("POP") router.

Threat Management Services ("TMS"). TMS is a managed security service that includes threat mitigation functionality to respond to certain types of distributed denial of service ("DDoS") attacks, including volumetric and flood attacks. TMS Service is available to Buyer on either an emergency or subscription basis, both of which requires the purchase of EDI.

1. **Emergency DDoS Mitigation Service ("Emergency Service")**. Upon notification of suspicious traffic from Buyer, Vendor will analyze traffic for anomaly detection and patterns to determine whether the business is under a DDoS attack. In performing this analysis Vendor will gather the appropriate network information (e.g., routable IP addresses). When authorized by Buyer via the execution of a Sales Order Form, which will include relevant fees, Vendor will redirect Buyer's incoming Internet traffic to Vendor scrubbing centers where malicious traffic matching specific attack vectors will be filtered and legitimate traffic will be re-routed back to Buyer's network.

2. **Subscription DDoS Mitigation Service ("Subscription Service")**.

A. The Subscription Service is a subscription-based Service offering that provides Buyer with proactive network detection of DDoS attack traffic, alert notifications, and mitigation of attacks. Upon receipt of complete and accurate Buyer contact and network information, Vendor will configure Buyer's site(s), related IP addresses, and preconfigure countermeasure options. Buyer will be notified to contact Vendor to perform an acceptance test. Buyer has five (5) business days to contact Vendor to initiate the acceptance test to confirm that the Subscription Service is configured in accordance with Buyer's preferences after activation and to verify the operation of Subscription Service.

B. Vendor monitors the Buyer network traffic for a specified set of IP addresses. When DDoS attack traffic is detected, an alert will be sent to both the Vendor operations center and the Buyer via email and SMS. During the mitigation, Vendor will redirect Buyer's incoming Internet traffic to Vendor scrubbing centers where malicious traffic matching specific attack vectors will be filtered and legitimate traffic will be re-routed back to Buyer's network. After mitigation is terminated, all traffic is re-directed back to Buyer's network via normal paths.

C. Buyer has a choice of On-Demand or Automatic mitigation options under the Subscription Service:

- a. **On-Demand**. Buyer must authorize Vendor by phone to initiate mitigation. Time to mitigate (the "Mitigation Interval") is the elapsed time from when the customer authorizes Vendor to enable mitigation until Vendor initiates mitigation of any attack traffic.
- b. **Automatic**. With the Automatic mitigation option, no Buyer intervention is required. Vendor's scrubbing platform automatically initiates mitigation when an alert is generated due to the detection of attack traffic

exceeding pre-set thresholds. The Mitigation Interval is the elapsed time from when the alert is generated to when Vendor initiates mitigation of any attack traffic.

- D. For those Buyers receiving the Subscription Service that request additional Mitigation Incidents beyond the pre-determined limits ordered, incremental charges may apply. A "Mitigation Incident" is defined as one (1) twenty-four (24) hour window in which Vendor provides Buyer with DDoS mitigation assistance as set forth above.

3. Disclaimer. Buyer acknowledges the following additional terms for the DDoS Mitigation Services

- A. When Buyer Internet traffic is traversing Vendor mitigation platform, Vendor makes no guarantees that only DDoS attack traffic will be prevented from reaching the Service Location nor that only legitimate traffic will be allowed to reach Buyer.
- B. Vendor mitigation constitutes only one component of Buyer's overall security program and is not a comprehensive security solution; instead the DDoS Mitigation Service is intended to mitigate the impacts of certain types of DDoS attacks that are already underway
- C. Vendor makes no warranty, express or implied, that: (i) all DDoS attacks will be detected (for Buyers receiving the Subscription Service); (ii) the mitigation efforts implemented by Vendor in response to such DDoS attacks will be successful in mitigating the overall impact of the incident; or (iii) that Vendor detection, alerting, and/or mitigation will be uninterrupted or error-free. Buyer also understands that there may be volumetric based attacks that exceed the amount of traffic volume that Vendor can successfully divert.
- D. Vendor's ability to provide the DDoS Mitigation Services is contingent on Buyer providing accurate and timely information to Vendor, including the provision of IP addresses.

EDI Technical Specifications.

1. **Ethernet User-to-Network Interface.** The Service provides the bidirectional, full duplex transmission of untagged Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI) to attach to the Buyer's router. Figure 1 lists the available UNI speed and their UNI Physical Interfaces, and available CIR bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are generally not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
100 Mbps	100BaseT	1 Mbps	25,000
1 Gbps	1000Base T or 1000BaseSX	10 Mbps	250,000
10 Gbps	10GBase-SR or 10GBase-LR	100 Mbps	2,500,000
100 Gbps	100GBASE-LR4	1 Gbps	25,000,000
		10 Gbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR Increments

2. **Traffic Management.** Vendor's network traffic-policing policies restrict traffic flow to the subscribed, CIR. If the Buyer-transmitted bandwidth rate exceeds the subscription rate CIR and CBS, Vendor will discard the non-conformant packets. The Buyer's router must shape traffic to the contracted CIR. Traffic management policies associated with any Off-Net portions of Service will conform to the policies enforced by the third-party service provider.

3. **Maximum Frame Size.** The Service supports a maximum transmission unit ("MTU") frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

4. **Layer 2 Control Protocol ("L2CP") Processing.** All L2CP frames are discarded at the UNI.

5. **IP Address Allocation.** IP address space is a finite resource that is an essential requirement for all Internet access services. Vendor assigns up to two (2) routable IP addresses to each customer circuit. Buyer can obtain additional IP addresses if required based on American Registry for Internet Numbers ("ARIN") guidelines and by completing an IP address request form; additional charges may apply.

6. **Domain Name Service.** Vendor provides primary and secondary Domain Name Service (“DNS”). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

7. **Border Gateway Protocol (“BGP”) Routing.** Vendor supports BGP-4 routing (“BGP-4”) as an optional service feature. BGP-4 allows Buyers to efficiently multi-home across multiple ISP networks. This optional service feature requires an Autonomous System Number (ASN) be assigned to a customer by the ARIN. Buyers should also be proficient in BGP routing protocol to provision and maintain this optional service feature on their router. Additional information and requirements for BGP routing will be provided to the Buyer upon request. Vendor supports private peering if the Buyer is multi-homed only to Vendor’s network.

8. Monitoring, Technical Support and Maintenance

1. **Network Monitoring.** Vendor monitors On-Net Service on a 24x7x365 basis.

2. **Technical Support.** Vendor provides a toll-free trouble reporting telephone number to the Vendor Enterprise Technical Support (“ETS”) center that operates on a 24x7x365 basis. Vendor provides technical support for Service-related inquiries. ETS will not offer consulting or advice on issues relating to CPE or other equipment not provided by Vendor.

A. **Escalation.** Reported troubles are escalated within the ETS to meet the response/restoration objectives described below (Response and Restoration Standards). Service issues are escalated within Vendor ETS as follows: to a Supervisor at the end of the applicable objective time interval plus one (1) hour; to a Manager at the end of the applicable objective time interval plus two (2) hours, and to a Director at the end of the applicable objective time interval plus four (4) hours.

B. **Maintenance.** Vendor’s standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Vendor and the Buyer. Vendor provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Vendor provides a minimum of seven (7) days’ notice for service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Buyer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Buyer.

3. Vendor provides certain Vendor Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Buyer-side of the Demarcation Point. Vendor will retain ownership and management responsibility for this Vendor Equipment. This Vendor Equipment must only be used for receipt of the Services. Buyers are required to shape their egress traffic to the CIR identified in the Sales Order. Vendor will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Buyer’s failure to shape their traffic to the contracted CIR or utilizing Vendor Equipment for non-Vendor provided Services.

Response and Restoration Standards

Vendor has the following response and restoration objectives:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Vendor Equipment</i>	4 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged over one Month	Escalation (see above)

Buyer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of

Buyer, its end users, agents, representatives or third-party suppliers.

VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES

SCHEDULE A-2
SERVICE LEVEL AGREEMENT

Vendor's Ethernet Dedicated Internet Service is backed by the following Service Level Agreement ("SLA"):

A. Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Dedicated Internet Services PSA or the PO.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be "Available" in the absence of a Service Interruption.

B. EDI Service Level Agreements

1. Availability SLAs. Vendor's liability, and Buyer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below ("Credit"). For the purposes of calculating credit for a Service Interruption, the "Length of Service Interruption" begins when the Buyer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Vendor is awaiting additional information or premises testing from the Buyer. In no event shall the total amount of Credit issued to Buyer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions will not be aggregated for purposes of determining Credit allowances. To qualify, Buyer must request the Credit from Vendor within thirty (30) days of the beginning of the Service Interruption. Vendor shall not incur any Liability, including Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Buyer actions, omission or equipment, CPE, or any other items set forth in the "Exceptions to Credit Allowances" section below.

TABLE 1: Availability SLA for Services provided over On-Net Fiber (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 2: Availability SLA for Services provided over Off-Net Fiber (99.95% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 20 minutes	None
At least 20 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC

At least 24 hours or greater	50% of Total MRC
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TABLE 3: Availability SLA for Services provided over On-Net HFC or Off-Net Non-Fiber Transport (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 50% of THAT MONTH'S MONTHLY RECURRING CHARGE FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

2. DDoS Mitigation Services Service Level Agreement

a. Service Delivery Interval

For a customer adding Subscription Service to a new EDI service, the Subscription Service delivery interval will be the same as the EDI service delivery interval. For a customer with existing EDI service, Vendor will configure and activate Buyer's Subscription Service within ten (10) business days of submitting the order for Subscription Service.

Service Delivery Option	Service Delivery Interval	Remedy
Add Subscription Service to New EDI Service	At time of EDI service delivery	No Credit
	More than twenty-four (24) hours after EDI service delivery	50% of the DDoS Set-Up fee
Add Subscription Service to Existing EDI Service	Less than or equal to 10 business days	No Credit
	More than 10 business days	50% of the DDoS Set-Up fee

b. Mitigation Interval

Service	Mitigation Option	Mitigation Interval	Remedy
Emergency DDoS Mitigation	N/A	Less than or equal to 60 minutes	No Credit
		Greater than 60 minutes	One day of Daily Mitigation fee
Subscription DDoS Mitigation	On Demand* (whether Single Incident or Unlimited)	Less than or equal to 15 minutes from Buyer authorization	No Credit
		Greater than 15 minutes from Buyer authorization	1/30 of DDOS MRC
	Automatic**	Less than or equal to 5 minutes from discovery of attack traffic	No Credit
		Greater than 5 minutes from discovery of attack traffic	1/30 of DDOS MRC

*After receipt of Buyer's notification of suspicious Internet traffic and Vendor's acceptance of the Sales Order or Buyer request, Vendor shall commence On Demand Mitigation within the above stated Mitigation Intervals. **Upon identification of suspicious Internet traffic by Vendor threat detection platform, Vendor shall commence Automatic Mitigation within the above stated Mitigation Interval.

Vendor failure to meet the above Mitigation Intervals shall not constitute a Service Interruption. The SLAs and available credits for EDI Service identified above will not apply during the time period any Vendor-imposed Threat Management countermeasures are in place.

Buyer shall be entitled to up to one credit per day and, for any billing month, Credits may not exceed fifty percent (50%) of the total MRC of the Subscription Service.

In order to receive a Credit for Vendor's failure to meet the DDoS Mitigation SLA detailed above, Buyer must open a trouble ticket with Vendor. Buyer must request a credit within sixty (60) days following the initial attack event.

C. Exceptions and Terms applicable to all SLAs

Emergency Blocking

The parties agree that if either Party hereto, in its reasonable and 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.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Buyer in writing within thirty (30) days of the event that gave rise to the claim or right. The Buyer must submit the following information to the Buyer's Vendor account representative with any and all claims for credit allowances: (a) Organization name; (b) Buyer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Vendor will acknowledge and review all claims promptly and will inform the Buyer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Buyer actions or inactions; Buyer-provided power or equipment; any third party not contracted through Vendor, including, without limitation, Buyer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Buyer's sole and exclusive remedies for any Service Interruption, Liability, outage, unavailability, delay, or other degradation, or any Vendor failure to meet the service objectives and Mitigation Intervals; provided, that, notwithstanding the foregoing, Vendor and Buyer acknowledge and agree that the foregoing shall not limit any other remedies that Buyer may have under the PO.

**VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

The following additional terms and conditions are applicable to Sales Orders for Vendor's Ethernet Transport Services:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PO.

"Estimated Availability Date" means the target date for delivery of Service.

"Interconnection Facilities" means transmission capacity provided by Vendor, Buyer or a third-party supplier to extend the Vendor Equipment from a Vendor terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"Off-Net" means geographical locations that are outside of Vendor's service area and/or geographical locations that are within Vendor's service area generally, but are not readily accessible by Vendor network facilities. All Off-Net Services are provided by third-party service providers.

"On-Net" means geographical locations where Vendor currently provides Services through its Vendor network. On-Net Services may be provisioned over a fiber optic network, or via a hybrid fiber coax network ("On-Net HFC"), as available through Vendor.

"Service Location(s)" – means the Buyer location(s) where Vendor provides the Services.

"Services" means Ethernet Transport Services.

"Vendor Equipment" means any and all facilities, equipment or devices provided by Vendor or its authorized contractors at the Service Location(s) that are used to deliver the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location(s), whether or not installed by Vendor, shall not be considered Vendor Equipment.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Transport Services. A further description of these Services is set forth in Schedule A-I hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

On-Net Service provided over Fiber shall be provided by Comcast Business Communications, LLC.

On-Net Service provided over the On-Net HFC and Off-Net Services are available in a number of Vendor markets. For information on service availability, call 866-429-0152.

ARTICLE 3. REGULATORY APPROVAL; TRAFFIC MIX

Vendor's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Buyer represents that its use of Service hereunder will be jurisdictionally interstate. To the extent not prohibited by law, Buyer agrees to indemnify and hold Vendor harmless from any claims by third parties resulting from or arising out of Buyer's failure to properly represent or certify the jurisdictional nature of its use of Service.

ARTICLE 4. CUSTOM INSTALLATION FEE

Once Vendor accepts a Sales Order for Service, Vendor will invoice Buyer for all installation fee(s) (if any). Buyer will pay any such installation fees within forty-five (45) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 5. PROVISIONING INTERVAL

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

ARTICLE 6. SERVICE COMMENCEMENT DATE

Vendor shall inform Buyer when Service is available and performing in accordance with the "Performance Standards" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Buyer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Buyer fails to notify Vendor that the Service does not comply materially with the specifications set forth in Schedule A-1 hereto; or (C) the date on which Buyer first uses the Service.

ARTICLE 7. RESERVED

ARTICLE 8. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by others, Vendor may request (as applicable), and Buyer will provide to Vendor, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Vendor to make the necessary cross-connection between the Service and Buyer's other service provider(s). Vendor may charge Buyer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 9. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS; SERVICE LEVEL AGREEMENT

The technical specifications and performance standards applicable to the Service are set forth in Schedule A-1 hereto. The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto.

**VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS, TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS
VENDOR ETHERNET TRANSPORT SERVICES**

Vendor's Ethernet Transport Services ("Service(s)") will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

Definitions

1. **Latency.** Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a 30 day period.
2. **Jitter.** Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a 30 day period.
3. **Packet Loss.** Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI over a 30 day period.

Service Descriptions

1. **Ethernet Network Service (ENS).** ENS enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) or Wide Area Network (WAN) as if they are on the same Local Area Network (LAN). The service provides VLAN transparency enabling customers to implement their own VLANs without any coordination with Vendor. ENS offers three Classes of Service (CoS), as described below. The service is offered with 10/100Mbps, 1Gbps, 10Gbps or 100Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments starting at 1Mbps.
2. **Ethernet Private Line (EPL).** EPL service enables customers to connect their Buyer Premises Equipment (CPE) using an Ethernet interface. EPL service enables customers to use any VLANs or Ethernet control protocol across the service without coordination with Vendor. EPL service provides one Ethernet Virtual Connection (EVC) between two customer locations. EPL offers three Classes of Service (CoS), as described below. EPL service is offered with 10/100Mbps, 1Gbps, 10 Gbps or 100 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps.
3. **Ethernet Virtual Private Line (EVPL).** EVPL service provides an Ethernet Virtual Connection (EVC) between two customer locations similar to Ethernet Private Line service but supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at a customer's hub or aggregation site. The service multiplexing capability is not available at sites served by the Vendor On-Net HFC. EVPL offers three Classes of Service (CoS), as described below. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10/100Mbps, 1Gbps, 10 Gbps or 100Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps.
4. **Off-Net Service Limitations.** The above categories of Service are available with Off-Net Access, with the following limitations:
 - 10Gbps and 100Gbps Ethernet UNIs are only available on an individual case basis with Off-Net Services;
 - Service multiplexing capability is not available on Off-Net EVPL UNIs;
 - When ordering 10/100Mbps Off-Net Ethernet UNIs, speed increments may only be ordered in increments of 10 Mbps, up to a maximum size of 90Mbps; when ordering 1 Gbps Off-Net Ethernet UNIs, speed increments may only be ordered in increments of 100Mbps, up to a maximum size of 900Mbps. Higher speed increments may be considered on an individual case basis.
 - Third-party Off-Net service providers may not support some Layer 2 Control Protocols (L2CP). If a particular L2CP is required, Buyer should confirm availability with Vendor.
 - Third-party Off-Net service providers may limit the number of MAC addresses they support on an individual access connection. Buyer should confirm support for required MAC addresses with Vendor.

Ethernet Virtual Circuit (EVC) Area Types

Vendor Ethernet Transport Services are available both within and between certain major metropolitan areas throughout the United States. Each EVC is assigned an EVC Area Type based upon the locations of respective A and Z locations.

- a. Metro. EVC enables connectivity between customer locations within a Vendor defined Metro.
- b. Regional. EVC enables connectivity between customer locations that are in different Vendor defined Metro's, but within Vendor defined geographic Regions.
- c. Continental. EVC enables connectivity between customer locations that are in different Vendor defined geographic Regions.

Technical Specifications and Performance Standards for Services

1. **User-to-Network Interface.** The Services provides the bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Vendor implements ingress policies at CPE UNI interfaces to enforce subscribed bandwidth levels. Each ingress policing policy is created utilizing Committed Information Rate (CIR) and Committed Burst Size (CBS) components. Figure 1 provides a list of available UNI physical interfaces and their available Committed Information Rate (CIR) bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
10 Mbps	10BaseT	1 Mbps	25,000
100 Mbps	100BaseT	10 Mbps	250,000
1 Gbps	1000Base T or 1000BaseSX	100 Mbps	2,500,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	25,000,000
100 Gbps	100GBASE-LR4	10 Gbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR increments

2. **Class of Service (CoS) Options.** As set forth in Figure 2, Vendor Ethernet Transport Services are available with three different classes of service. The CoS options allow for differentiated service performance levels for different types of network traffic. CoS is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to each CoS. The performance metrics associated with each CoS are set forth in Attachment A-1.1 to the Product-Specific Attachment for Ethernet Service. As expressed in Figure 2, particular CoS options may not be available by access type.

EVC Area Type	On-Net Fiber	On-Net HFC	Off-Net Fiber	Off-Net Non-Fiber
Metro	Basic, Priority & Premium	Basic & Priority	Basic, Priority & Premium	Basic, Priority
Regional	Basic, Priority & Premium	Basic & Priority	Basic, Priority & Premium	Basic, Priority
Continental	Basic, Priority & Premium	Basic & Priority	Basic, Priority & Premium	Basic, Priority

Figure 2: Available CoS options by Access Type and EVC Area Type

3. **CoS Identification and Marking.** Buyer traffic classification and forwarding is based upon Vendor CoS prioritization that must be specified in service order. It is customer responsibility to shape traffic to ordered bandwidth. If a customer only orders a single CoS solution, they are not required to mark their packets and all customer packets will be forwarded based upon 802.1p value associated with the CoS level specified in service order. All packets, tagged or untagged, will be mapped into the subscribed CoS. If a customer implements a multi-CoS solution or for EVPL ports with service multiplexing, they must mark all packets using C-tag 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. For multi-CoS solutions, untagged packets will be treated as if they are marked with a 0. Packets with other 802.1p values are mapped to the lowest subscribed CoS. In this case, C-tag VLAN ID values are not relevant as long as they are tagged with a VLAN ID in the range 1 to 4094. For EVPL ports with service multiplexing, untagged packets will be discarded and C-tag VLAN ID values are used to map traffic to applicable EVC's.

CoS	802.1p
Premium	5
Priority	2-3
Basic	0-1

Figure 3: CoS Marking

4. **Traffic Management.** Vendor's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Vendor will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings. Traffic management policies associated with Off-Net Services will conform to the policies enforced by the third-party service provider.

5. **Maximum Frame Size.** Services delivered via On-Net Fiber support a Maximum Transmission Unit (MTU) packet size of 1600 bytes to support untagged or 802.1Q tagged packet sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB). For Services delivered via On-Net HFC, frame sizes may not exceed 1518 MTU size (1522 with a single VLAN tag). All frames that exceed specifications shall be dropped. For Off-Net Services, MTU may vary by third-party Off-Net provider and transport type.

6. **Buyer Traffic Transparency.** All fields within customers Ethernet frames (unicast, multicast and broadcast, except L2CP) from the first bit of payload are preserved and transparently transported over UNI to UNI, as long as they are mapped into the EVC.

7. **Ethernet Service Frame Disposition.** Different types of Ethernet frames are processed differently by the Service. Frames may pass unconditionally through the network or may be limited as in the case of broadcast, unknown unicast and multicast frames to ensure acceptable service performance. Refer to Figure 7 for Vendor's service frame disposition for each service frame type.

Service Frame Type	EPL Frame Delivery	EVPL Frame Delivery	ENS Frame Delivery
Unicast	All frames delivered unconditionally	Frames delivered conditionally	All frames delivered unconditionally
Multicast	All frames delivered unconditionally	Frames delivered conditionally	Frames delivered conditionally
Broadcast	All frames delivered unconditionally	Frames delivered conditionally	Frames delivered conditionally

Figure 7: Service Frame Delivery Disposition

8. **Quality of Service (QoS) Buffering.** Figure 8 provides the Quality of Service (QoS) Buffer parameters associated with each UNI Speed.

UNI Speed	QoS Buffer (1600 MTU Frames)	QoS Buffer (9100 MTU Frames)	QoS Buffer (in ms)
10 Mbps	15	2	20
100 Mbps	156	27	20

1 Gbps	1562	274	20
10 Gbps	15625	2747	20
100 Gbps	15625	2747	20

Figure 8: QoS Buffering

9. **Maximum Media Access Control (MAC) Addresses.** ENS Services support a maximum of 2,500 MAC addresses per ENS domain and 250 MAC addresses per UNI.

**VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Vendor's Ethernet Transport Services is backed by the following Service Level Agreement ("SLA"):

Definitions:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Transport Services PSA or the PO.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means a complete loss of signal that renders the Service unusable.

Service Level Agreement (SLA)

Company's liability for any Service Issue (individually or collectively, "Liability"), shall be limited to the amounts set forth in the applicable sections.

In no event shall the total amount of credit issued to Buyer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order.

To qualify, Buyer must request the Credit from Vendor within thirty (30) days of the interruption. Buyer will not be entitled to any additional credits for SLA violations. Vendor shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Buyer actions, omission or equipment.

Availability SLA

Company's liability for any Service Interruption (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below. For the purposes of calculating credit for any such Liability, the Liability period begins when the Buyer reports to Company an interruption in the portion of the Service, provided that the Liability is reported by Buyer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Company is awaiting additional information or premises testing from the Buyer. In no event shall the total amount of credit issued to Buyer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Buyer must request the Credit from Vendor within thirty (30) days of the interruption. Buyer will not be entitled to any additional credits for Service Interruptions. Vendor shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Buyer actions, omission or equipment.

TABLE 1: SLA for Services provided over On-Net Fiber (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 2: SLA for Services provided over On-Net HFC (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 3: SLA for Services provided over Off-Net Fiber (99.95% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 20 minutes	None
At least 20 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 4: SLA for Services provided over Off-Net Non-Fiber Transport (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER MONTH IS CAPPED AT 50% of THAT MONTH'S MONTHLY RECURRING CHARGE FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

On-Net Service Monitoring, Technical Support and Maintenance

1. **Network Monitoring.** Vendor monitors On-Net Services on a 24x7x365 basis.
2. **Technical Support.** Vendor provides a toll-free trouble reporting telephone number to the Enterprise Technical Support (ETS) center that operates on a 24x7x365 basis. Vendor provides technical support for service related inquiries. Technical support will not offer consulting or advice on issues relating to CPE or other equipment not provided by Vendor.
 - a. **Escalation.** Reported troubles are escalated within the Vendor Business Services Network Operations Center (BNOC) to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within the Vendor BNOC as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.
 - b. **Maintenance.** Vendor's standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Vendor and the Buyer. Vendor provides a minimum forty eight (48) hour notice for non-service impacting maintenance. Vendor provides a minimum of seven (7) days' notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Buyer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, Off-Net Service may be performed without advance notice to Buyer.

3. Vendor provides certain Vendor Equipment for provisioning its services and the delivery of the UNI, which will reside on the Buyer-side of the Demarcation Point. Vendor will retain ownership and management responsibility for this Vendor Equipment. This Vendor Equipment must only be used for delivering Services. Buyers are required to shape their egress traffic to the Committed Information Rate ("CIR") identified in the Sales Order. Vendor will be excused from paying SLA credits if the Service Interruption is the result of Buyer's failure to shape their traffic to the contracted CIR or utilizing Vendor Equipment for non-Vendor provided services.

Performance Standards

"Performance Standards" are set forth in Schedule A-1 to the Product-Specific Attachment for Ethernet Service.

Response and Restoration Standards

Vendor has the following response and restoration objectives:

CATEGORY	TIME INTERVAL	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged Over A Month	Escalation (see above)

Buyer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Buyer, its end users, agents, representatives or third-party suppliers.

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.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Buyer in writing within thirty (30) days of the event that gave rise to the claim or right. The Buyer must submit the following information to the Buyer's Vendor account representative with any and all claims for credit allowances: (a) Organization name; (b) Buyer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Vendor will acknowledge and review all claims promptly and will inform the Buyer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Buyer actions or inactions; Buyer-provided power or equipment; any third party not contracted through Vendor, including, without limitation, Buyer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Buyer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Vendor failure to meet the service objectives; provided, that, notwithstanding the foregoing, Vendor and Buyer acknowledge and agree that the foregoing shall not limit any other remedies that Buyer may have under the PO.

**VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**Attachment A-1.1
PERFORMANCE SERVICE LEVEL AGREEMENT
VENDOR ETHERNET TRANSPORT SERVICES**

Vendor Ethernet Transport Services are available both within and between major metropolitan areas throughout the United States. The performance objectives associated with traffic flows between any two customer sites are dependent upon the locations of respective A and Z sites.

Access Types

1. **On-Net Access.** If On-Net A and Z sites reside within the same Market, Performance Tier I objectives will apply. If the sites are in different markets, another Performance Tier will apply. Applicable Performance Tier will appear on/with respective Vendor Sales Order Form.
2. **Off-Net Access.** In addition to On-Net Access, Vendor enables Off-Net Access to Ethernet Transport Services via multiple third party providers. The Performance Tier for Off-Net Access is based upon the location of the Off-Net site, the location of the Network to Network Interface (NNI) between Vendor and the third party provider and the performance commitment from the third party provider. Applicable Performance Tier will appear on/with respective Vendor Sales Order Form. Notwithstanding the above, in no case shall performance commitment for jitter or packet loss exceed Priority CoS metrics for applicable Performance Tier.

Performance Tiers

1. Performance Measurement

Vendor collects continuous in-band performance measurements for its Ethernet Transport Services. All latency, Jitter and Packet Loss Performance Metrics are based upon sample one-way measurements taken during a calendar month.

2. Performance Tier 1 (PT1) Objectives – Within Market

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	45ms	23ms	12ms
Jitter (Network Delay Variation)	20ms	10ms	2ms
Packet Loss	<1%	<0.01%	<0.001%

3. Performance Tier 2 (PT2) Objectives

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	80ms	45ms	23ms
Jitter (Network Delay Variation)	25ms	15ms	5ms
Packet Loss	<1%	<.02%	<.01%

4. Performance Tier 3 (PT3) Objectives

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	100ms	80ms	45ms
Jitter (Network Delay Variation)	30ms	20ms	10ms
Packet Loss	<1%	<.04%	<.02%

5. Performance Tier 4 (PT4) Objectives

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	120ms	100ms	80ms
Jitter (Network Delay Variation)	35ms	25ms	15ms
Packet Loss	<1%	<.05%	<.04%

6. Best Effort

If Vendor is not able to commit to achieving PT4 metrics between any particular A and Z Service Locations, Services will be provided on a Best Effort basis. Therefore, no performance commitments will apply. Best Effort Performance Tier will appear on/with respective Vendor Sales Order Form.

Service Level Agreement (SLA)

Vendor's liability for any Degradation of Service (individually or collectively, "Performance Liability"), shall be limited to 5% of customer's total MRC during applicable billing period. For the purposes of determining credit for any such Liability, the Liability period begins when the Buyer reports to Vendor an degradation of service in the portion of the Service, provided that the Liability is reported by Buyer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Company is awaiting additional information or premises testing from the Buyer. In no event shall the total amount of credit issued to Buyer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Buyer must request the Credit from Vendor within thirty (30) days of the interruption. Buyer will not be entitled to any additional credits for Service Interruptions. Vendor shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Buyer actions, omission or equipment.

**VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
TRUNK SERVICES**

The following additional terms and conditions are applicable to Sales Orders for Vendor's Trunk Services:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PO.

"Estimated Availability Date" means the target date for delivery of Service.

"Interconnection Facilities" means transmission capacity provided by Vendor, Buyer or a third-party supplier to extend the Vendor Equipment from a Vendor terminal to any other location (e.g., a local loop provided by provided by a local exchange company or other communications company).

"Service Location(s)" – means the Buyer location(s) where Vendor provides the Services.

"Services" means Trunk Services.

"Vendor Equipment" means any and all facilities, equipment or devices provided by Vendor or its authorized contractors at the Service Location(s) that are used to deliver the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location(s), whether or not installed by Vendor, shall not be considered Vendor Equipment.

ARTICLE 1. SERVICES

This attachment shall apply to Trunk Services. A further description of these Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

Service shall be provided by Comcast IP Phone, LLC or one of its applicable affiliates or subsidiaries.

ARTICLE 3. CUSTOM INSTALLATION FEE

Once Vendor accepts a Sales Order for Service, Vendor will invoice Buyer for all installation fees (if any). Buyer will pay any such installation fees within forty-five (45) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 4. PROVISIONING INTERVAL

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

ARTICLE 5. SERVICE COMMENCEMENT DATE

The Service Commencement Date shall be defined as the date(s) on which Vendor first makes Service available for use by Buyer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates. Vendor shall notify Buyer that the Services are available for use on the Service Commencement Date. Any failure or refusal on the part of Buyer to be ready to receive the Service on the Service Commencement Date shall not relieve Buyer of its obligation to pay applicable Service charges.

ARTICLE 6. RESERVED.

ARTICLE 7. SERVICE CREDITS

7.1 Credit Allowances. Vendor will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Buyer reports an interruption in the portion of the Service to Vendor, a trouble ticket is opened, and the Service is released to Vendor for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and Vendor has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
Less than 30 minutes	None
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Buyer must request the Credit from Vendor within 30 days of the interruption.

7.2 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Buyer actions or inactions; Buyer-provided power or equipment; any third party not contracted through Vendor, including, without limitation, Buyer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in the PO, unless otherwise provided under applicable law. The remedies set forth in this Article 7 Shall be Buyer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any Vendor failure to meet the objectives of the Services; provided, that, notwithstanding the foregoing, Vendor and Buyer acknowledge and agree that the foregoing shall not limit any other remedies that Buyer may have under the PO.

ARTICLE 8: USE POLICY

8.1 Additional Use Restrictions. The Service may only be used at Service Location(s) where Service is installed by Vendor, Buyer understands and acknowledges that if Buyer attempts to install or use the Vendor Equipment or Service at another location, Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of the PO if Buyer moves Service to another location without first notifying Vendor. Buyer expressly agrees not to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Vendor determines, in its sole discretion, that Buyer's use of the Service is excessive or in violation of this PO, Vendor reserves the right, among other things, to terminate or modify the Service immediately and without notice.

ARTICLE 9: SERVICE LIMITATION

9.1 Service Disruption. Buyer acknowledges and understands that the Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power to the MTA, ALA or ALG is interrupted and such equipment does not have a functioning backup. Buyer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Services will not function until normal power is restored. Buyer also understands that certain online features

of the Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

9.2 Provision of Service. Subject to the terms and conditions herein, the Services are intended for commercial use only.

ARTICLE 10: LIMITATIONS OF 911/E911

10.1 Limitations. Services includes a 911/ Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. BUYER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.

10.2 Correct Address. In order for Buyer's 911/E911 calls to be properly directed to emergency services, Vendor must have Buyer's correct Service Location address. If Buyer moves the Service to a different Service Location without Vendor's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Service (including 911/E911) may fail altogether. Therefore, Buyer must contact Vendor at least five (5) days before moving the Service to a new Service Location. All changes in Service Location require Vendor's prior approval.

10.3 Service Interruptions. Buyer acknowledges and understands that the Service uses the electrical power in Buyer's Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA, ALA or ALG is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if Buyer exceeds its Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

10.4 Suspension and Termination by Vendor. Buyer understands and acknowledges that the Service, including 911/E911, as well as all online features of the Service, where Vendor make these features available, will be disabled if Buyer's account is suspended or terminated.

10.5 LIMITATION OF LIABILITY AND INDEMNIFICATION. BUYER ACKNOWLEDGES AND AGREES THAT NEITHER VENDOR NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. TO THE EXTENT NOT PROHIBITED BY LAW, BUYER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS VENDOR AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, BUYER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

10.6 911 Notice for Trunk Services. Buyer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below.

(a) **Buyer action is essential to the protection of its employees and other users of the Services, as described below.** Multi-line telephone systems, such as PBX systems, ordinarily only transmit the same, generic location information for all 911 calls placed from any handset connected to the PBX or other system. For example, in the case of a business with telephone extensions in three buildings and multiple floors in each building, the E911 call taker would only see the same main telephone number and location that the customer has identified, regardless of which station was used to place the call. **If Buyer does not take action as described below, fire, police and other emergency responders may be delayed or even prevented from timely reaching its location in response to a 911 call.**

(b) Vendor offers the opportunity for a Buyer to designate up to 1000 different locations within its premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, room number, cubicle number, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Buyer must in the initial or a subsequent Sales Order request the assignment of Emergency Location Information numbers and provide location information for each telephone number exactly as it should appear to the 911 call taker. For each requested telephone number, up to 1000, Buyer will provide the specific location information (floor, room, and/or cubicle number). Buyer is solely responsible for programming its telephone system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises.

(c) Many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Buyer acknowledges and understands that it, and not Vendor, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the PO. Buyer represents, warrants and covenants that it will utilize the Vendor Emergency Location Information numbers described above

at least to the extent required by law, and that Buyer does not require the use of more than 1000 different location identifiers or other features not currently offered under this PO in order to comply with applicable laws. Buyer also warrants that it does not currently have "Private Switch/Automatic Location Identification" service in connection with its existing telephone service from another provider at the location(s) for which it has ordered Services from Vendor.

(d) Vendor will post only the main billing telephone number in the 911 database or databases using Buyer's billing address as the Registered Location, unless Buyer requests the assignment of Emergency Location Information as set forth above. Buyer must notify Vendor at least five (5) days prior to moving the Trunk Service to another location. Buyer acknowledges that if they move prior to providing such notice and a 911 call is placed using the Services, or if Buyer when using Emergency Location Information numbers does not timely update their telephone system to account for internal moves, adds and changes, the E911 call taker may see incorrect or incomplete location information and the caller may need to confirm their actual location information to the call taker.

(e) Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Buyer chooses to do so, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.

10.7 Recommended Battery Back-Up is NOT Included

Buyer acknowledges and understands that the Services use the electrical power from the Service Location. Buyer understands and acknowledges that they may lose access to and use of the Services, including 911/E911, if electrical power to the Integrated Access Device (IAD), PBX switch, and/or handsets is interrupted and such devices are not supported by a working battery backup. Buyer also understands and acknowledges that Vendor does not provide a battery backup for such devices and Buyer is urged to arrange for their own backup power supply to these devices. In the event of a power outage, the duration of Trunk Service during a power outage using the Vendor Equipment installed to provide Trunk Service will depend on Buyer's backup power choice. If the IAD is disconnected or removed and/or a battery is not charged, Trunk Service, including access to 911, will not be available. Buyer acknowledges and agrees that in the event of a power failure, Vendor bears no responsibility for such loss of service.

ARTICLE 11: EQUIPMENT REQUIREMENTS

11.1 MTA. To use the Service, Buyer will need a multimedia terminal adapter ("MTA"), application layer gateway ("ALG"), analog telephone adapter ("ATA") or other adapter device. Buyer can lease an MTA from Vendor, in which case it will be Vendor equipment. Or, in some areas, Vendor may permit Buyer to use Service with an MTA that Buyer has purchased, in which case the MTA will be Buyer Equipment. Buyer agrees to keep the MTA plugged into a working electrical power outlet at all times.

11.2 Incompatible Equipment and Services. Buyer acknowledges and understands Service may not support or be compatible with:

- (f) Non-recommended configurations including but not limited to MTAs, ATAs or ALGs not currently certified by Vendor as compatible with Service;
- (b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems;
- (c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- (d) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- (e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and
- (f) Other call types not expressly set forth in Vendor's product literature (e.g., outbound shore-to-ship calling).

Buyer's attempt to use any such systems in connection with the Services is solely at its own risk and Vendor shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

11.3 Buyer Responsibility for Buyer-Provided Equipment

(a) Buyer is solely responsible for providing and maintaining working PBX equipment and handsets, notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Vendor will support N11 dialing service in areas where the service is made available by the local municipality. Buyer also acknowledges and accepts that Vendor does not support seven-digit local calling even in areas of the country that still permit that option, and Buyer will program its system as necessary to support ten-digit dialing for local calls.

(b) Vendor shall not be responsible to the Buyer if changes in any of the facilities, operations or procedures of Vendor utilized in the provision of Trunk Service render any Buyer-Provided Equipment or other equipment provided by a Buyer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

(c) Buyer must arrange its Buyer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call.

ARTICLE 12: ADDITIONAL LIMITATIONS ON VENDOR'S LIABILITY FOR VOICE SERVICE

12.1 Limitations on Vendor's Liability for Directories and Directory Assistance for Service Buyers. THESE LIMITATIONS SHALL APPLY WHERE VENDOR MAKES AVAILABLE AN OPTION TO LIST BUYER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) BUYER REQUESTS THAT BUYER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) BUYER REQUESTS THAT BUYER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR BUYER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF VENDOR AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH BUYER HAS ACTUALLY PAID TO VENDOR TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. TO THE EXTENT NOT PROHIBITED BY LAW, BUYER SHALL HOLD HARMLESS VENDOR AND ITS ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. FURTHERMORE, IF VENDOR MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER VENDOR NOR ANY OF ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

12.2 BUYER INFORMATION. Vendor and its suppliers reserve the right both during the term of the PO and upon its termination to delete Buyer's voicemail, call detail, data, files, or other information that is stored on Vendor's or its suppliers' servers or systems, in accordance with our storage policies. Buyer understands and acknowledges that Vendor shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

ARTICLE 13: SERVICE CHARGES

(a) Prices. The Service is subject to the trunk service pricing identified in the applicable Sales Order, and subject to the pricing lists and fees found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>.

(b) Billing Increments. Unless otherwise stated in a Sales Order, domestic long distance calls, and in-bound domestic calls to toll-free numbers associated with the Services will be billed on basis of six (6) second increments with a minimum call duration of six (6) seconds. All other calls will be billed in accordance with the increments identified in the pricing lists and fees found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>. For purposes of this section, "domestic long distance" means non-local calls to the fifty (50) United States, Washington, D.C., Puerto Rico, US Virgin Islands, Guam, Saipan, N. Mariana Islands and American Samoa.

(c) **Pooled Minutes**. Each channel purchased in connection with Trunk Service includes a monthly allotment of 200 minutes of domestic long distance. These minutes shall be pooled at the Service Location level within an account. Any usage in excess of the earned amount shall be considered overage and be rated at the then current rate. Unused minutes expire at the end of the billing period and are not carried forward or otherwise creditable to Buyer's account.

**VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
TRUNK SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS**

Trunk Service is a switched voice trunk service with ISDN / PRI connectivity from a customer's Private Branch Exchange (PBX) to the Vendor network. The Service is delivered by Vendor Equipment installed at the Buyer Location. The Vendor Equipment provides a PRI interface with the customer's Private Branch Exchange, and connects to the Vendor DOCSIS or Fiber fed facilities (determined by Vendor). The Service supports the following standard variants of ISDN: NI-2, ATT 4ESS, ATT 5ESS, NT DMS-100, NT DMS-250. As with other Vendor voice services, Trunk Services are supported by Vendor's own network, and like other voice traffic is provided the highest Quality of Service (QoS) with respect to traffic prioritization and bandwidth allocation.

**VENDOR ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
TRUNK SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Trunk Services, Version 1.2

Vendor's Trunk Services is backed by the following Service Level Agreement ("SLA"):

Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Trunk Services PSA or PO.

"Degraded Service" – A trouble ticket classification where calls can be made but may be suffering from limited or intermittent problems such as sound quality impairment

Service Level Agreement (SLA)

Company's liability for any Total Service Interruption of its Trunk Services (individually or collectively, "Liability"), shall be limited to the amounts set forth in the below Table 1. The term "Liability" refers to an interruption in transmission that renders the Service unusable due to a total loss of signal for the service ("Total Service Interruption"). For the purposes of calculating credit for any such Liability, the Liability period begins when the Buyer reports an interruption in the portion of the Service to Company, provided that the Liability is reported by Buyer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Vendor is awaiting additional information or premises testing from the Buyer. Multiple events will require multiple trouble tickets to be opened. Service that fails to materially conform to the stated technical specifications and performance standards but is not a considered a total loss of Service shall be considered a Degraded Service, and will be entitled to Credits as identified in Article 7.1 of the Trunk Service PSA.

TABLE 1

For all Total Service Interruptions within any thirty (30) day period

Aggregate length of Total Service Interruptions during a 30 day period:	Amount of Credit
Less than 4 hours	None
At least 4 hours but less than 5 hours	1/30 of the MRC*
For each additional whole hour thereafter.	Additional 1/30 of the MRC*

*Based on a 30 day month

THE TOTAL CREDIT ALLOWANCE PER MONTH IS CAPPED AT 100% of THAT MONTH'S MONTHLY RECURRING CHARGE FOR THE INTERRUPTED CIRCUIT/SERVICE.

Buyer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Buyer, its end users, agents, representatives or third-party suppliers.

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 PO 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.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Buyer in writing within thirty (30) days of the event that gave rise to the claim or right. The Buyer must submit the following information to the Buyer's Vendor account representative with any and all claims for credit allowances: (a) Organization name; (b) Buyer account number; (c) Trouble Ticket number(s) opened by the customer, and (d) basis of credit allowance claim (including date and time, if applicable). Vendor will acknowledge and review all claims promptly and will inform the Buyer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Total Service Interruption shall not qualify for the remedies set forth herein if such Total Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Buyer actions or inactions; Buyer-provided power or equipment; any third party not contracted through Vendor, including, without limitation, Buyer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of Force Majeure as defined in the PO. Further a Total Service Interruption shall not qualify for remedies set forth herein if Vendor has provided a reasonable temporary work around which the Buyer has or has not accepted.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Buyer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Vendor failure to meet the service objectives; provided, that, notwithstanding the foregoing, Vendor and Buyer acknowledge and agree that the foregoing shall not limit any other remedies that Buyer may have under the PO.

Exhibit B

COMCAST ENTERPRISE SERVICES PRODUCT-SPECIFIC ATTACHMENT INTRASTATE ETHERNET TRANSPORT SERVICES

The following additional terms and conditions are applicable to Sales Orders for Comcast's Intrastate Ethernet Transport Services:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PO.

"Estimated Availability Date" means the target date for delivery of Service.

"HFC Network" means a hybrid fiber coax network.

"Interconnection Facilities" means transmission capacity provided by Comcast, Buyer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"Off-Net" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers. Off-Net Services provisioned over a fiber optic network are referred to as **"Off-Net Fiber."**

"On-Net" means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network (**"On-Net Fiber"**), or via an HFC Network (**"On-Net HFC"**), as available through Comcast.

"Service(s)" means Intrastate Ethernet Transport Services.

"Service Location(s)" – means the Buyer location(s) where Comcast provides the Services.

"Vendor Equipment" means 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 including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location(s), whether or not installed by Comcast, shall not be considered Vendor Equipment.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Transport Services. A further description of these Services is set forth in **Schedule A-1** hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER AND AVAILABILITY

Service shall be provided by Comcast Business Communications, LLC, Comcast Phone, LLC, Comcast Phone II, LLC or its applicable affiliates and subsidiaries.

Comcast offers the Service in the following states:

Alabama	Arkansas	California	Colorado	Connecticut	Delaware
Florida	Georgia	Illinois	Indiana	Maryland	Massachusetts
Michigan	Minnesota	New Hampshire	New Jersey	Oregon	Pennsylvania
Tennessee	Texas	Utah	Washington	West Virginia	Virginia

ARTICLE 3. REGULATORY APPROVAL; TRAFFIC MIX

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Buyer represents that its use of Service hereunder will be jurisdictionally intrastate. If Buyer's use of the Service now or at any time in the future is jurisdictionally interstate, Buyer shall immediately notify Comcast of the same in writing. Further, Comcast reserves the right, in its reasonable sole discretion, to reclassify Buyer's use of Service as jurisdictionally interstate or intrastate, as appropriate. To the extent permitted by law, Buyer agrees to indemnify and hold Comcast harmless from any claims by third parties resulting from or arising out of Buyer's failure to properly represent or certify the jurisdictional nature of its use of the Service(s).

ARTICLE 4. CUSTOM INSTALLATION FEE

Once Comcast accepts a Sales Order for Service, Comcast will invoice Buyer for all installation fees (if any). Buyer will pay any such installation fees within forty (45) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 5. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Buyer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service 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.

ARTICLE 6. SERVICE COMMENCEMENT DATE

Comcast shall inform Buyer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto ("**Availability Notification**"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Buyer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Buyer fails to notify Comcast that the Service does not comply materially with the Technical Specifications (defined in Article 9) or (C) the date on which Buyer first uses the Service. In the event that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months.

ARTICLE 7. RESERVED

ARTICLE 8. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by third parties, Comcast may request (as applicable), and Buyer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Buyer's other service provider(s). Comcast may charge Buyer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 9. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS; SERVICE LEVEL AGREEMENT

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("**Technical Specifications**"). The service level agreement applicable to the Service is set forth in a **Schedule A-2** hereto and incorporated herein by reference.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
INTRASTATE ETHERNET TRANSPORT SERVICES**

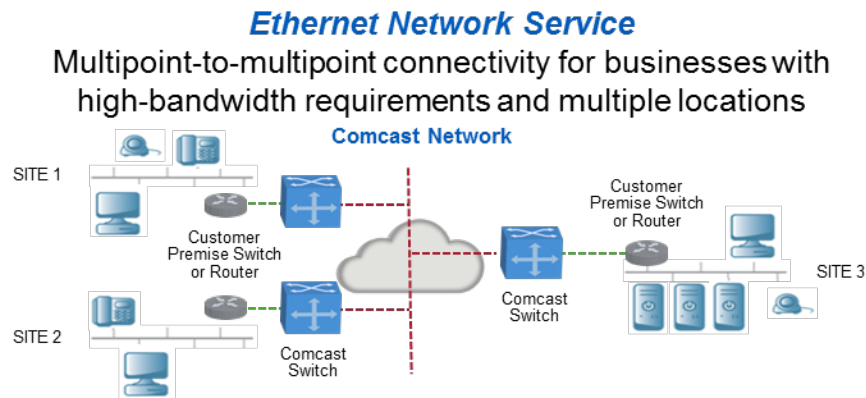
**SCHEDULE A-1
SERVICE DESCRIPTIONS, TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS
COMCAST INTRASTATE ETHERNET TRANSPORT SERVICES**

Intrastate Ethernet Transport Version 1.15

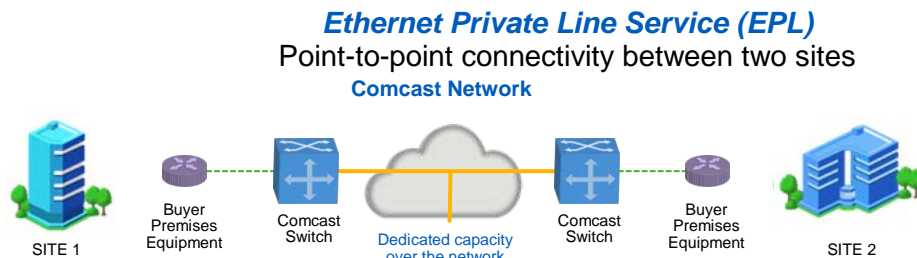
Comcast's Intrastate Ethernet Transport Services will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

Service Descriptions

Ethernet Network Service (ENS) enables Buyer to connect physically distributed locations across a Metropolitan Area Network (MAN) or Wide Area Network (WAN) as if they are on the same Local Area Network (LAN). The Service provides VLAN transparency enabling Buyer to implement their own VLANs without any coordination with Comcast. ENS is a highly scalable service that enables Buyers to connect Buyer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from at 1 Mbps to 10 Gbps. Comcast ENS provides an Ethernet Virtual Connection (EVC) between Buyer Service Locations that enables Buyer to use any VLANs without coordination with Comcast. Comcast ENS offers three Classes of Service (CoS), as described below.

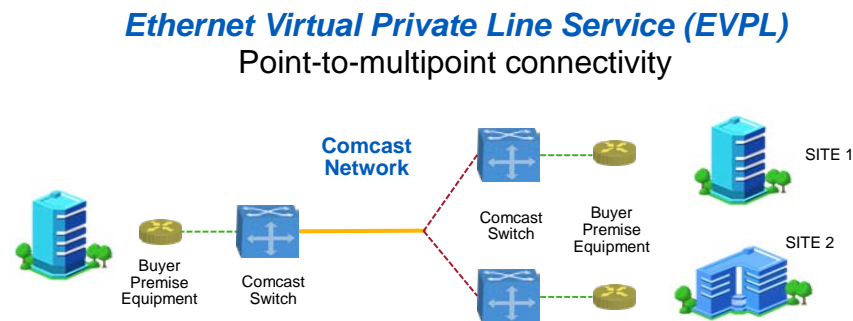


Ethernet Private Line (EPL) is a point-to-point transport service that provides secure, high-performance network connectivity between two Buyer Service Locations. EPL is a highly scalable service that enables the Buyer to connect their Buyer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from 1 Mbps to 10 Gbps. Comcast EPL provides an Ethernet Virtual Connection (EVC) between Buyer Service Locations that enables the Buyer to use any VLANs without coordination with Comcast. Comcast EPL offers three Classes of Service (CoS), as described below.



Ethernet Virtual Private Line (EVPL) service provides an Ethernet Virtual Connection (EVC) between two or more

Buyer Service Locations and supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at the Buyer's hub or aggregation site. The Service multiplexing capability is not available at sites served by the Comcast On-Net HFC. It is a highly scalable service that enables the Buyer to connect their Buyer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from 1 Mbps to 10 Gbps. Comcast EVPL offers three Classes of Service (CoS), as described below.



Multiple Access Options

Comcast Ethernet Transport Services are available with the following access options:

- On-Net Fiber Access – Connectivity to Buyer Service Locations is enabled via Comcast On-Net fiber Infrastructure.
- On-Net Hybrid Fiber Coax (HFC) Access – Connectivity to Buyer Service Locations is enabled via Comcast On-Net Hybrid Fiber Coax (HFC) infrastructure.
- Off-Net Access (both Fiber and Non-Fiber) – Connectivity to Buyer Service Locations is enabled through a network-to-network interface (NNI) via third-party network provider.

Ethernet Virtual Circuit (EVC) Area Types

Comcast Ethernet Transport Services are available both within and between certain major metropolitan areas throughout the United States. Each EVC is assigned an EVC Area Type based upon the proximity of respective A and Z locations.

- **Metro** – EVC enables connectivity between Buyer locations within a Comcast defined Metro.
- **Regional** – EVC enables connectivity between Buyer locations that are in different Comcast defined Metros, but within Comcast defined geographic Regions.
- **Continental** – EVC enables connectivity between Buyer locations that are in different Comcast defined geographic Regions.

Ethernet Transport Technical Specifications

1. Ethernet User-to-Network Interface

Comcast Ethernet Transport Services provide bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Comcast implements ingress policies at CPE UNI interfaces to enforce subscribed bandwidth levels. Each ingress policing policy is created utilizing Committed Information Rate (CIR) and Committed Burst Size (CBS) components. The following table provides a list of available UNI physical interfaces and their available Committed Information Rate (CIR) bandwidth increments and Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
100 Mbps	100BaseT	10 Mbps	25,000
1 Gbps	1000Base T or 1000BaseSX	100 Mbps	250,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	2,500,000
		10 Gbps	25,000,000

2. Class of Service (CoS) Options

Comcast Ethernet Transport Services are available with three different class of service (CoS) options that allow for differentiated service performance levels for different types of network traffic. This includes Basic (Low), Priority (Medium) and Premium (High). CoS is used to prioritize Buyer mission-critical traffic from lesser priority traffic in the network. The Buyer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to that CoS. The performance metrics associated with each CoS are described in the Ethernet Transport Service Level Agreement on Schedule A-2 of this PSA. As described in the following table, permissible CoS options vary by access type.

Access Type	CoS Options
On-Net Fiber	Basic, Priority & Premium
On-Net HFC	Basic & Priority
Off-Net Fiber	Basic, Priority & Premium
Off-Net Non-Fiber	Basic & Priority

3. CoS Identification and Marking

Buyer traffic classification and forwarding is based upon Comcast CoS prioritization that must be specified in the Buyer's Sales Order. It is the Buyer's responsibility to shape traffic to ordered bandwidth. If the Buyer only orders a single CoS solution, they are not required to mark their packets and all Buyer packets will be forwarded based upon 802.1p value associated with the CoS level specified in the Sales order. All packets, tagged or untagged, will be mapped into the subscribed CoS. If Buyer implements a multi-CoS solution or for EVPL ports with service multiplexing, the Buyer must mark all packets using C-tag 802.1p CoS values as specified in the table below to ensure the Service will provide the intended CoS performance objectives. For multi-CoS solutions, untagged packets will be treated as if they are marked with a 0. Packets with other 802.1p values are mapped to the lowest subscribed CoS. For EVPL ports with service multiplexing, untagged packets will be discarded and C-tag VLAN ID values are used to map traffic to applicable EVC's. Based on Ethernet Frame 802.1p values, Buyer's traffic is mapped to the Comcast forwarding classes traffic accordingly to the table below:

CoS Type	802.1p Marking
Basic (Low)	0-1
Priority (Medium)	2-3
Premium (High)	5

4. Mac Learning and Forwarding (ENS Service)

The ENS Service is capable of learning up to 2500 MAC addresses from all interfaces connecting to the Service. It is highly recommended that routing equipment be utilized to minimize the number of MAC addresses exposed directly to the Service in larger networks. Any addresses in excess of 2500 will not be learned and traffic directed to these addresses will be treated as “unknown unicast”.

5. Traffic Management

Comcast’s Network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the Buyer-transmitted bandwidth rate for any CoS exceeds the subscribed committed information rate (CIR) and committed burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the Service will transmit them using the Basic CoS without altering the Buyer’s CoS markings. Traffic management policies associated with Off-Net Services will conform to the policies enforced by the third-party service provider.

6. Maximum Frame Size

Services delivered via Fiber support a Maximum Transmission Unit (MTU) frame size of 1600 bytes to support untagged, tagged and Q-in-Q traffic with 802.1q or 802.1ad encapsulation types. Services delivered via On-Net Fiber can, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes. Services delivered via Off-Net Fiber may, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes, but only, and solely, to the extent the applicable Off-Net provider can support such MTU frame size. Services delivered via HFC support a Maximum Transmission Unit (MTU) frame size of 1522 bytes. All frames that exceed specifications shall be dropped.

Transport Type	MTU Size
Fiber	1600-9100 bytes
HFC	1522 bytes

7. Buyer Traffic Transparency

All fields within Buyers Ethernet frames (unicast, multicast and broadcast, except L2CP) from the first bit of payload are preserved and transparently transported over UNI to UNI connections, as long as they are mapped into the EVC.

8. Ethernet Service Frame Disposition

The Comcast Transport Services process different types of Ethernet frames differently. Frames may pass unconditionally through the Network or may be limited, as indicated in the table below, to ensure acceptable service performance. The following table illustrates Comcast’s service frame disposition for each service frame type.

Service Frame Type	ENS Frame Delivery	EPL & EVPL Frame Delivery
Unicast	All frames delivered unconditionally	All frames delivered unconditionally
Multicast	All frames delivered conditionally	All frames delivered unconditionally
Broadcast	All frames delivered conditionally	All frames delivered unconditionally

ENS Services only:

- **Unicast Traffic.** Unicast traffic must be bi-directional in order to facilitate mac-learning and avoid restriction.
- **Multicast Traffic.** By default, every ENS port is able to support up to 2 Mbps of multicast traffic. ENS Buyer who requires greater than 2 Mbps of multicast bandwidth must uniquely specify the bandwidth they require for each root site and associated Class of Service.
- **Broadcast Traffic.** Broadcast and unknown unicast traffic are restricted to 1.2mb or 300pps on ingress to the network.

EVPL Services only:

- Buyer is responsible for mapping multicast, broadcast and unknown unicast traffic to specific C-VLAN.

Monitoring, Technical Support and Maintenance

1. **Network Monitoring.** Comcast monitors On-Net Services on a 24x7x365 basis.
2. **Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Comcast Enterprise Technical Support (ETS) center 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 CPE or other equipment not provided by Comcast.
 - (a) **Escalation.** Reported troubles are escalated within the Comcast Business Services Network Operations Center (BNOC) to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within the Comcast BNOC as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.
 - (b) **Maintenance.** Comcast's standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Buyer. Comcast provides a minimum forty eight (48) hour notice for non-service impacting maintenance. Comcast provides a minimum of seven (7) days' notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Buyer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Buyer.
 - (c) Comcast provides certain Vendor Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Buyer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Vendor Equipment. This Vendor Equipment must only be used for delivering Services. Buyers are required to shape their egress traffic to the Committed Information Rate identified in the Sales Order. Comcast will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Buyer's failure to shape their traffic to the contracted CIR or utilizing Vendor Equipment for non-Comcast provided services.
3. **Response and Restoration Standards.** Comcast has the following response and restoration objectives:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)

<i>Mean Time to Restore On-Net Vendor Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged Over A Month	Escalation (see above)

Buyer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Buyer, its end users, agents, representatives or third-party suppliers.

Buyer Responsibilities

Comcast provides an Ethernet terminating device for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this equipment. As a result, it must only be used for delivering Comcast Services. Buyer is responsible for providing Buyer premises equipment (CPE) to connect to this device. To ensure proper performance, Buyer is required to shape its egress traffic to the contracted CIR.

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

- Provide 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 eighty-five (85) degrees Fahrenheit.
- Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the Buyer facilities, no further than fifty feet from the Buyer router or switch interface.
- Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the Demarcation Point.
- Locate and mark all private underground utilities (water, electric, etc.) along path of new underground placement not covered by utility companies.
- Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each Buyer location.
- The Buyer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.
- Provide UPS AC power equipment, circuit sizing to be determined, if applicable.
- Emergency local generator backup service, if applicable.
- Provide access to the buildings and Demarcation Point at each Buyer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- Provide, install and maintain a device that is capable of interconnecting network traffic between the Service and the Buyer's Local Area Network (LAN).
- Buyer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
INTRASTATE ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Comcast's Intrastate Ethernet Transport Services are backed by the following Service Level Agreement ("SLA"):

A. Definitions:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Services Agreement.

Definitions

"Jitter" means the short-term variations for a portion of successfully delivered service frames. Jitter may also be referred to as Frame Delay Variation.

"Latency" means the maximum delay for a portion of successfully delivered service frames. Latency may also be referred to as Frame Delay.

"Market" means the Comcast geographic region where the applicable Service Location is located, as identified on the Sales Order.

"Packet Loss" means the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI. Packet Loss may also be referred to as Frame Loss.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be "Available" in the absence of a Service Interruption.

B. Ethernet Transport Service Level Agreements

1. Availability SLA

Comcast's liability and Buyer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Services (individually or collectively, "**Liability**"), shall be limited to the amounts set forth in the Tables below with the stated percentages to be applied against the MRC associated with the impacted portion of the Service set forth in the Sales Order ("**Availability Credit**"). For the purposes of calculating credit for a Service Interruption, the "Length of Service Interruption" begins when the Buyer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption, less any time Comcast is awaiting additional information or premises testing from the Buyer. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Buyer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Buyer actions, omission or equipment, CPE, or any other items set forth in the "Exceptions to Credit Allowances" section below.

TABLE 1: Availability SLA for Services provided over On-Net Fiber (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 2: Availability SLA for Services provided over Off-Net Fiber (99.95% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 20 minutes	None
At least 20 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 3: Availability SLA for Services provided over On-Net HFC or Off-Net Non-Fiber Transport (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

2. Performance Objectives SLA

Comcast Intrastate Ethernet Transport Services are available both within and between major metropolitan areas throughout the United States. The performance objectives associated with traffic flows between any two Buyer Service Locations are dependent upon the locations of the respective sites, designated as Service Location A and Service Location Z on the applicable Sales Order.

Access Types

- 1. On-Net Access.** If On-Net Service Location A and On-Net Service Location Z reside within the same Market, Performance Tier 1 objectives will apply. If the On-Net Service Locations are in different Markets, a different Performance Tier will apply. The applicable Performance Tier will appear on/with the respective Sales Order.

- Off-Net Access.** In addition to On-Net Access, Comcast enables Off-Net Access to Ethernet Transport Services via multiple third party providers. The Performance Tier for Off-Net Service is based upon the location of the Off-Net Service Location, the location of the Network to Network Interface (NNI) between Comcast and the third party provider and the performance commitment from the third party provider. The applicable Performance Tier will appear on the respective Sales Order.

Performance Tiers and Performance Objectives

Comcast collects continuous in-band performance measurements for its Ethernet Transport Services. The calculation of all Latency, Jitter and Packet Loss Performance Metrics for each calendar month for purposes of this Performance Objectives SLA are based upon the average of sample one-way measurements taken by Comcast during the applicable calendar month, excluding any period during which there is a Service Interruption. The below charts indicate the Performance Standard that should be achieved for each of the Performance Metrics over each calendar month based on the applicable Performance Tier and Class of Service.

1. Performance Tier 1 (PT1) Agreements – Within Market

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	45ms	23ms	12ms
Jitter (Network Delay Variation)	20ms	10ms	2ms
Packet Loss	<1%	<0.01%	<0.001%

2. Performance Tier 2 (PT2) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	80ms	45ms	23ms
Jitter (Network Delay Variation)	25ms	15ms	5ms
Packet Loss	<1%	<.02%	<.01%

3. Performance Tier 3 (PT3) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	100ms	80ms	45ms
Jitter (Network Delay Variation)	30ms	20ms	10ms
Packet Loss	<1%	<.04%	<.02%

4. Performance Tier 4 (PT4) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	120ms	100ms	80ms
Jitter (Network Delay Variation)	35ms	25ms	15ms
Packet Loss	<1%	<.05%	<.04%

5. Best Effort Performance Tier (BE)

No performance commitments will apply. Best Effort Performance Tier will appear on the associated Comcast Sales Order.

Credit Allowance

Buyer’s sole remedy for Comcast’s failure to achieve the applicable Performance Metric standards above over a given calendar month for the Service are the receipt of the following credit amounts with the stated percentages to be applied against the MRC associated with the impacted portion of the Service set forth in the Sales Order (“**Performance Objective Credits**”).

TABLE 1: Credit Allowance for Latency Performance Metric

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Premium	0 - 12	No Credit	0 - 23	No Credit	0 - 45	No Credit	0 to 80	No Credit
		12.01 - 23	10%	23.01 - 45	10%	45.01 - 80	10%	80.01 - 100	10%
		23.01 - 45	25%	45.01 - 80	25%	80.01 - 100	25%	100.01 - 120	25%
		>45	50%	>80.01	50%	>100	50%	>120	50%
	Priority	0 - 23	No Credit	0 - 45	No Credit	0 to 80	No Credit	0 to 100	No Credit
		23.01 - 45	10%	45.01 - 80	10%	80.01 - 100	10%	100.01 - 120	10%
		45.01 - 80	25%	80.01 - 100	25%	100.01 - 120	25%	120.01 - 150	25%
		>80.01	50%	>100	50%	>120	50%	>150	50%
	Basic	0 - 45	No Credit	0 to 80	No Credit	0 to 100	No Credit	0 to 120	No Credit
		45.01 - 80	10%	80.01 - 100	10%	100.01 - 120	10%	120.01 - 150	10%
		80.01 - 100	25%	100.01 - 120	25%	120.01 - 150	25%	150.01 - 180	25%
		>100	50%	>120	50%	>150	50%	>180	50%

TABLE 2: Credit Allowance for Jitter Performance Metric

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Premium	0 - 2	No Credit	0 - 5	No Credit	0 - 10	No Credit	0 - 15	No Credit
		2.01 - 3	10%	5.01 - 10	10%	10.01 - 15	10%	15.01 - 20	10%
		3.01 - 5	25%	10.01 - 15	25%	15.01 - 20	25%	20.01 - 30	25%
		>5	50%	>15	50%	>20	50%	>30	50%
	Priority	0 - 10	No Credit	0 - 15	No Credit	0 - 20	No Credit	0 - 25	No Credit
		10.01 - 15	10%	15.01 - 20	10%	20.01 - 30	10%	25.01 - 40	10%
		15.01 - 20	25%	20.01 - 30	25%	30.01 - 50	25%	40.01 - 60	25%
		>20	50%	>30	50%	>50	50%	>60	50%
	Basic	0 - 20	No Credit	0 - 25	No Credit	0 - 30	No Credit	0 - 35	No Credit
		20.01 - 30	10%	25.01 - 40	10%	30.01 - 50	10%	35.01 - 60	10%
		30.01 - 50	25%	40.01 - 60	25%	50.01 - 80	25%	60.01 - 90.01	25%
		>50	50%	>60	50%	>80	50%	>90	50%

TABLE 3: Credit Allowance for Packet Loss Performance Metric

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement	Credit	Measurement	Credit	Measurement	Credit	Measurement	Credit

Class of Service	Premium	0% - 0.001%	No Credit	0% - 0.01%	No Credit	0% - 0.02%	No Credit	0% - 0.04%	No Credit
		0.001% - 2.00%	10%	0.01% - 2.00%	10%	0.02% - 2.00%	10%	0.04% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%
	Priority	0% - 0.01%	No Credit	0% - 0.02%	No Credit	0% - 0.04%	No Credit	0% - 0.05%	No Credit
		0.01% - 2.00%	10%	0.02% - 2.00%	10%	0.04% - 2.00%	10%	0.05% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%
	Basic	0% - 1.00%	No Credit	0% - 1.00%	No Credit	0% - 1%	No Credit	0% - 1%	No Credit
		1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%

Buyer shall only be entitled to receive a Performance Objective Credit for one Performance Metric failure per affected portion of the Service per calendar month. For example, if the applicable metric for Jitter and Latency were missed for the same transport connection (Service Location A to Service Location Z) in a given calendar month, Buyer will only be entitled to the Performance Objective Credit associated with either the Jitter or Latency failure for such portion of the Service. To qualify for a Performance Objective Credit, Buyer must request the applicable Performance Objective Credit from Comcast within thirty (30) days of the end of the applicable calendar month in which the applicable Performance Metric standard was not achieved. Comcast shall not incur any liability, including Performance Objective Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Buyer actions, omissions or equipment, CPE or any other items set forth in the “Exceptions to Credit Allowances” section below.

C. Exceptions and Terms applicable to all SLAs

1. 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.

2. Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Buyer in writing within the time period set forth in Sections B.1 and B.2, as applicable. The Buyer must submit the following information to the Buyer’s Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Buyer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Buyer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

3. Exceptions to Credit Allowances

Comcast’s failure to meet the either of the SLAs set forth on this Schedule A-2 shall not qualify for the remedies set forth herein if such failure is related to, associated with, or caused by: Planned Service Interruptions or other scheduled maintenance events; Buyer actions or inactions; Buyer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Buyer’s users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

4. Other Limitations

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH UNDER THIS SCHEDULE A-2 IS CAPPED AT 50% OF THAT MONTH'S MRC FOR THE IMPACTED PORTIONS OF SERVICE. In addition, the remedies set forth in this Service Level Agreement shall be Buyer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives; provided, that, notwithstanding the foregoing, Comcast and Buyer acknowledge and agree that the foregoing shall not limit any other remedies that Buyer may have under the PO.

Exhibit C

COMCAST ENTERPRISE SERVICES PRODUCT-SPECIFIC ATTACHMENT CABLE MODEM INTERNET SERVICES

The following additional terms and conditions are applicable to Sales Orders for Vendor's Cable Modem Internet Service:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PO.

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

“**Interconnection Facilities**” means transmission capacity provided by Vendor, Customer or a third-party supplier to extend the Vendor Equipment from a Vendor terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

“**Off-Net**” means geographical locations that are outside of Vendor's service area and/or geographical locations that are within Vendor's service area generally, but are not readily accessible by Vendor Network facilities. All Off-Net Services are provided by third-party service providers.

“**On-Net**” means geographical locations where Vendor currently provides Services through its Vendor Network. On-Net Services may be provisioned over a fiber optic network, or via a hybrid fiber coax network (“HFC Network”), as available through Vendor.

“**Service**” means Cable Modem Internet Service offered under the Agreement.

“**Service Location(s)**” – means the Buyer location(s) where Vendor provides the Services.

“**Vendor Equipment**” means any and all facilities, equipment or devices provided by Vendor or its authorized contractors at the Service Location(s) that are used to deliver the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location(s), whether or not installed by Vendor, shall not be considered Vendor Equipment.

ARTICLE 1. SERVICES

This attachment shall apply to Cable Modem Internet Service offered under the Agreement.

ARTICLE 2. PROVIDER

On-Net Service shall be provided by the operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in the applicable service area.

On-Net Service provided over the HFC Network and Off-Net Services are available in a limited number of markets. For information on service availability, contact your Program Manager

All Off-Net Services are provided by third-party service providers, and managed by Vendor

ARTICLE 3. CUSTOM INSTALLATION FEES

Once Vendor accepts a Sales Order for Service, Vendor will invoice Buyer for any and all Custom Installation Fee(s) Buyer will pay the Customer Installation Fee(s) within forty-five (45) days of the invoice date unless a payment schedule is specified in the applicable SOW/Sales Order.

ARTICLE 4. PROVISIONING INTERVAL

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

ARTICLE 5. SERVICE COMMENCEMENT DATE

The Service Commencement Date for On-Net Services shall be the date Vendor completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location. Vendor shall inform Buyer when Service is available for all Off Net locations ("Service Commencement Date"). Charges for Service shall begin to accrue as of the Service Commencement Date.

ARTICLE 6. RESERVED

ARTICLE 7. PROVISION OF SERVICE/USE

Subject to the terms and conditions herein, Internet Services are intended for commercial use only. Buyer is prohibited from reselling the Services.

ARTICLE 8. RESERVED.

ARTICLE 9: SERVICE CREDITS

9.1 Credit Allowances. Vendor will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Buyer reports an interruption in the portion of the Service to Vendor, a trouble ticket is opened, and the Service is released to Vendor for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and Vendor has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
At least 4 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. To qualify, Buyer must request the Credit from Vendor within 30 days of the Service Interruption.

9.2 Exceptions to Credit Allowances. Except as otherwise provided in the PO, a Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Buyer actions or inactions; Buyer-provided power or equipment; any third party not contracted through Vendor, including, without limitation, Buyer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in PO, unless otherwise

provided under applicable law. The remedies set forth in this Article 9.2 shall be Buyer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any Vendor failure to meet the objectives of the Services.

10. RESERVED

ARTICLE 11: ADDITIONAL TERMS APPLICABLE TO PRIVATE WI-FI AND PUBLIC WI-FI (INCLUDING WI-FI HOTSPOT SERVICES) SERVICES

If Buyer submits a Sales Order(s) for Private Wi-Fi ("Private Wi-Fi Services") and Public Wi-Fi (including Hot Spot Service, "Public Wi-Fi Services") services (collectively "Wi-Fi Services") the following terms shall also apply:

11.1 Limitation. Subject to service availability, Buyer may order Wi-Fi Services to provide Internet connectivity to certain areas of the Service Location as further described below. Wi-Fi Services are not intended for use within residential dwellings or for multi-tenant use (i.e. common areas within a mall or office building). In order to order and retain Wi-Fi Service with Vendor, Buyer must have Internet Service at the applicable Service Location. Vendor shall have no liability for loss of Wi-Fi Services which results from Buyer's failing to maintain Internet Service at the Service Location.

- (a) Private Wi-Fi Services are offered together with Public Wi-Fi Services, and may not be ordered separately.
- (b) Public Wi-Fi Services may be order with or without Private Wi-Fi Services.

11.2 Term and Termination. Wi-Fi Services are offered on a month to month basis. Buyer shall have the right to terminate Wi-Fi Services, at any time, for any reason, upon thirty (30) days prior written notice to Vendor, subject to payment of all outstanding amounts due for the Wi-Fi Services, if any, and the return of any and all Vendor Equipment. Termination of Wi-Fi Services is not subject to Termination Charges. Wi-Fi Services will terminate simultaneously with Buyer's Internet Services.

11.3 Supplemental Terms. Vendor agrees to provide Wi-Fi Services pursuant to the PO and the supplemental Wi-Fi Terms and Conditions located at <http://business.Vendor.com/wifi/hotspot-terms> ("Wi-Fi Terms and Conditions"). Vendor may at its sole option change or modify the Wi-Fi Terms and Conditions, and any related policies from time to time ("Revisions") by posting such Revisions to the Vendor website at the above URL. The Revisions are effective upon posting.

City and County of Denver Pricing

City and County of Denver Pricing: Ethernet Network Services (ENS)				City and County of Denver Pricing: Ethernet Dedicated Internet (EDI)			
Bandwidth	5 Year MRC	10 year MRC	NRC	Bandwidth	5 Year MRC	10 year MRC	NRC
10 mbps	\$ 211.05	\$ 168.85	Based on Capex	10 mbps	\$ 520.00	\$ 490.00	Based on Capex
20 mbps	\$ 236.25	\$ 189.00	Based on Capex	20 mbps	\$ 540.00	\$ 500.00	Based on Capex
30 mbps	\$ 258.30	\$ 206.64	Based on Capex	30 mbps	\$ 550.00	\$ 510.00	Based on Capex
40 mbps	\$ 283.50	\$ 226.80	Based on Capex	40 mbps	\$ 580.00	\$ 530.00	Based on Capex
50 mbps	\$ 305.55	\$ 244.44	Based on Capex	50 mbps	\$ 600.00	\$ 550.00	Based on Capex
60 mbps	\$ 330.75	\$ 264.60	Based on Capex	60 mbps	\$ 650.00	\$ 600.00	Based on Capex
70 mbps	\$ 352.80	\$ 282.24	Based on Capex	70 mbps	\$ 680.00	\$ 630.00	Based on Capex
80 mbps	\$ 378.00	\$ 302.40	Based on Capex	80 mbps	\$ 700.00	\$ 640.00	Based on Capex
90 mbps	\$ 400.05	\$ 320.05	Based on Capex	90 mbps	\$ 750.00	\$ 650.00	Based on Capex
100 mbps	\$ 425.25	\$ 340.20	Based on Capex	100 mbps	\$ 800.00	\$ 700.00	Based on Capex
200 mbps	\$ 611.10	\$ 488.85	Based on Capex	200 mbps	\$ 950.00	\$ 850.00	Based on Capex
300 mbps	\$ 639.45	\$ 511.55	Based on Capex	300 mbps	\$ 1,200.00	\$ 1,000.00	Based on Capex
400 mbps	\$ 667.80	\$ 534.25	Based on Capex	400 mbps	\$ 1,300.00	\$ 1,150.00	Based on Capex
500 mbps	\$ 696.15	\$ 556.90	Based on Capex	500 mbps	\$ 1,500.00	\$ 1,300.00	Based on Capex
1 Gbps	\$ 837.90	\$ 670.32	Based on Capex	1 Gbps	\$ 1,600.00	\$ 1,400.00	Based on Capex
2 Gbps	\$ 1,414.35	\$ 1,132.00	Based on Capex	2 Gbps	\$ 1,800.00	\$ 1,600.00	Based on Capex
3 Gbps	\$ 1,600.20	\$ 1,281.00	Based on Capex	3 Gbps	\$ 2,000.00	\$ 1,800.00	Based on Capex
4 Gbps	\$ 1,833.30	\$ 1,466.70	Based on Capex	4 Gbps	\$ 2,300.00	\$ 2,100.00	Based on Capex
5 Gbps	\$ 2,123.10	\$ 1,699.00	Based on Capex	5 Gbps	\$ 2,700.00	\$ 2,500.00	Based on Capex
10 Gbps	\$ 5,008.50	\$ 4,007.00	Based on Capex	10 Gbps	\$ 4,600.00	\$ 4,500.00	Based on Capex

Comcast Business Internet Pricing					
Product Name	Download Speed	Upload Speed	Monthly rate	Equipment Fee*	Total Monthly Recurring Price
Business Internet Starter	25mbps	5mbps	\$69.95	\$16.95	\$86.90
Business Internet Deluxe 75	75mbps	15mbps	\$149.95	\$16.95	\$166.90
Business Internet Deluxe 150	150mbps	20mbps	\$249.95	\$16.95	\$266.90
Business Internet Deluxe 300	300 mbps	25mbps	\$349.95	\$16.95	\$366.90
Business Internet Deluxe 500	500mbps	35mbps	\$399.95	\$16.95	\$416.90
Gig-Speed	1gbps	35mbps	\$499.95	\$16.95	\$516.90

Installation Price based on contract term		Static IP Pricing	MRC
12 month agreement	\$199 one-time fee	1 Static IP address	\$19.95
24 month agreement	\$99 one-time fee	5 Static IP addresses	\$24.95
36 month agreement	\$49 one-time fee	13 Static IP addresses	\$39.95