

## Service Agreement (E-Rate)

This Service Agreement (“Agreement”) is entered into on as of the date of the last signature below (“Effective Date”) by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering Service(s) as identified below, with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and City and County of Denver, on behalf of the Denver Public Library (“Customer” or “City”), with offices located at 10 W. 14th Avenue Pkwy Denver, CO 80204.

This Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries (identified above, “Comcast”) will provide communications and other Service(s) to the above Customer. This Agreement consists of this document (“Service Agreement Cover Page”), the Comcast General Terms and Conditions for E-Rate (“General Terms and Conditions”), Sales Order(s), the Product Specific Attachment(s) applicable to the ordered Service(s) (“PSA(s)”), and any written amendments to the Agreement and executed by both parties, if any (“Amendment(s)”), collectively referred to as the “Agreement”. In the event of an explicit inconsistency among these documents, precedence will be as follows: (1) Amendment(s), (2) PSA(s), (3) General Terms and Conditions, (4) this Service Agreement Cover Page, and (5) Sales Order(s). The PSA(s) are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Service(s) is also subject to the High-Speed Internet for Business Acceptable Use Policy (“AUP”) located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (“Privacy Policy”) located at [https://business.comcast.com/privacy-statement\\_new](https://business.comcast.com/privacy-statement_new) (or any successor URL). Comcast may update the PSA(s), AUP and Privacy Policy from time to time upon posting to the Website. This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

As set forth in the Sales Order(s) attached hereto, the following Services shall be provided to Customer by Comcast:	
Twenty-Seven (27) 1,000 Mbps Ethernet Network Services (“ENS”) circuits; and	
Three (3) 10,000 Mbps ENS circuits.	
This Agreement represents a renewal of existing Services, with a bandwidth downgrade at multiple Service Location(s).	
Term (Months): Forty-Two (42)	Agreement Number: CO-SVin-061724-1/FY24
Non-Recurring Charges (NRC): \$0.00	Monthly Recurring Charges (MRC): \$50,823.00
Custom Installation Charge (“CIC”): \$0.00	
Number of Service Location(s): Thirty (30)	Estimated Service Commencement Date: On or after July 1, 2024
Notes / Comments:	
1. E-Rate funding, if applicable, to be sought solely by Customer.	
2. The Service(s) specified herein shall be provided by the applicable state affiliate of Comcast Phone, LLC. The Comcast Phone, LLC SPIN No. is 143034516.	
3. The parties acknowledge that at the request of Customer, the Customer entity name listed in the Agreement (City and County of Denver, on behalf of the Denver Public Library) differs from the “Billed Entity Name” on Form 470 Application No. 240019763 (Denver Public Library System) filed with Universal Service Administrative Company (“USAC”).	
4. The pricing set forth on this cover page and elsewhere in this Agreement (including in any Sales Order) is exclusive of applicable federal, state and local taxes, fees, surcharges and recoupments (however designated).	
Salesperson: Stefanie Vinson	Telephone Number: (720) 309-0584
Sales Director: Chris Prekopa	Telephone Number: (720) 357-3264
Customer Contact: David Hamilton	Telephone Number: (303) 907-9497

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

### City and County of Denver, on behalf of the Denver Public Library

### Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

SH-A

**COMCAST ENTERPRISE SERVICES  
GENERAL TERMS AND CONDITIONS FOR E-RATE  
("General Terms and Conditions")**

**ARTICLE 1: DEFINITIONS**

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

**Affiliate:** With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

**Agreement:** Collectively, these General Terms and Conditions, the Service Agreement (E-Rate) Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment, and each binding Sales Order and/or Statement of Work.

**Comcast:** The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

**Comcast Equipment:** Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

**Confidential Information:** All information regarding either party's business that has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked or otherwise designated as proprietary, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties' communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

**Customer:** The entity named on the Service Agreement (E-Rate) Cover Page.

**Customer-Provided Equipment:** All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

**Network:** The Comcast Equipment, fiber optic, or coaxial cable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s).

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

**Sales Order:** An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Unless otherwise indicated herein, each Statement of Work shall be considered a Sales Order.

**Service(s):** Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

**Service Commencement Date:** With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

**Service Location(s):** The Customer location(s) where Comcast provides the Services.

**Service Term:** As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

**Statement of Work (SOW):** The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

**Termination Charges:** Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

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

**ARTICLE 2. DELIVERY OF SERVICE**

**2.1 Orders.** To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast. For purposes of Sales Orders, upon Customer's signature of the Agreement, the Sales Order will

become binding, subject to an engineering review. SOWs shall not become binding unless and until executed by both Parties. Each Sales Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Services to the affected Service Location upon ten (10) days' notice to Customer, without penalty.

**2.2 Access.** To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location ("Access"). Within each Service Location and facility containing the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may upon thirty (30) days prior written notice cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location or facility and associated property containing the Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

**2.3 Hazardous Materials.** If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by

Comcast as a result of encountering, or in the avoidance of, hazardous materials.

## **2.4 Equipment.**

**A. Comcast Equipment.** Comcast may, in its sole discretion, remove or change Comcast Equipment; provided that any such removal or change does not cause a material degradation in the Services. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Any maintenance provided by Comcast for the Comcast Equipment under this Agreement shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

**B. Customer-Provided Equipment.** Unless otherwise set forth in an SOW, Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Except as otherwise provided in an SOW, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment or facilities provided by a party not contracted by Comcast.

## **2.5 Network; Intellectual Property**

**A.** The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

**B.** Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

**C.** The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

**2.6 License Grant.** If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment ("Updates"). Comcast may perform such Updates remotely or

on-site, at Comcast's sole discretion. Customer hereby consents to, and shall provide free Access for, such Updates. If Comcast has agreed to provide Updates, Comcast will be excused from the applicable performance criteria and credits, and any and all liability and indemnification obligations regarding the applicable Service to the extent resulting from Customer's failure to allow Comcast to install any Updates.

### **ARTICLE 3. BILLING AND PAYMENT**

#### **3.1 Charges; Changes to MRC; Taxes.**

**A.** Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies, or by Comcast, in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

**B.** With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law), modify the monthly recurring service charges applicable to (i) Ethernet and Internet Services at any time after the expiration of the initial Service Term and (ii) any other services at any time. Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.1(B), Comcast may modify equipment charges upon notice to Customer.

**C.** Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

**D.** For the avoidance of doubt, the Estimated Service Commencement Date identified on the cover page to this Agreement is an estimate only and does not obligate Comcast to deliver the Service(s) by any specific date.

### **3.2 Payment Terms; Disputes.**

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following the invoice date.

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

### **3.4 E-Rate Funding (if applicable).**

A. Comcast makes no representations, guarantees or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly acknowledges and agrees that it is responsible for ensuring

that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services (the "BEAR Method"), or (2) receive discounted bills from Comcast (the "SPI Method").

B. BEAR Method. If Customer chooses to utilize the BEAR Method, the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider.

C. SPI Method. If Customer chooses to utilize the SPI Method, the following terms shall apply:

- i. Comcast shall have no obligations under this Agreement to provide discounted bills (i) until (1) Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding, or (2) Comcast is otherwise able to confirm, to its satisfaction, that Customer has received SLD's acceptance of the applicable Form(s) 486 ((1) and (2) collectively, "Form 486 Approval Confirmation") and (ii) Customer has indicated in the Comcast E-Rate Election Portal (the "E-Rate Election Portal") that Customer is electing the SPI Method and provided such other information as required in the E-Rate Election Portal. For the avoidance of doubt, Comcast shall provide Customer with a link to the E-Rate Election Portal following the Form 486 Approval Confirmation. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, Comcast shall have no obligation to provide discounted bills if Customer does not provide the information required by the E-Rate Election Portal (including that Customer is

electing the SPI Method) within ninety (90) days of Comcast providing customer with a link to the same.

- ii. Customer is required to pay Comcast the non-discounted portion of all NRC(s), MRC(s), and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. SLD periodically conducts audits of Comcast monthly invoices in connect with the reimbursements that SLD has been asked to provide to Comcast . In connection with such audits, SLD will contact the applicable Comcast customer and request that the customer certify, in writing, that it has received the services at the rates specified in the applicable invoice (an "Invoice Certification Request"). If (i) Customer receives an Invoice Certification Request from SLD and (ii) the service and rate information to which Customer is being asked to certify is accurate, Customer shall provide the requested certification to SLD no later than seven (7) days after receiving the Invoice Certification Request (the "Certification Period"); provided, that, if Customer request an extension from SLD and SLD grants such request, then Customer shall provide the requested certification prior to the expiration of the extension period (the "Extended Certification Period"). If (i) Customer receives an Invoice Certification Request from SLD, (ii) the service and rate information to which Customer is being asked to certify is accurate and (iii) Customer fails to provide the requested certification to SLD prior to the expiration of the Certification Period or, if applicable, the Extended Certification Period, Customer shall (1) be liable for any amounts that SLD does not reimburse to Comcast for the applicable invoice(s) and (2) shall pay such amounts to Comcast within thirty (30) day of being invoiced for the same.
- iii. Notwithstanding anything to the contrary contained in 3.2(B), if Customer notifies Comcast, in writing, that there has been an error in applying the funding discounts for a given funding year (a "Funding Error Notice"), the parties shall cooperate and negotiate in good faith to resolve such error; provided, that, Customer must provide Comcast with the Funding Error

Notice prior to the Invoice Deadline Date for the applicable funding year or, to the extent applicable, the Extended Invoice Deadline Date. If Customer has not provided Comcast with a Funding Error Notice prior to the Invoice Deadline Date for the applicable funding year or, to the extent applicable, the Extended Invoice Deadline Date, Customer shall (1) have no right to dispute a funding error for the applicable funding year regardless of whether such error was caused by Comcast and (ii) be fully responsible for any invoiced charges for the applicable funding year (even if no funding discount was applied). "Invoice Deadline Date" shall mean, with respect to a given funding year, the later of (i) the last day of such funding year (i.e., June 30; for example, if the funding year is 2024, the last day of such funding year will be June 30, 2025) and (ii) to the extent Customer has timely received the Form 486 Approval Confirmation, 120 days after the SLD approval date of the Form 486. If Customer, at least 10 days prior to the expiration of an Invoice Deadline Date, notifies Comcast, in writing, that it is requesting an extension of such Invoice Deadline Date, then such Invoice Deadline Date shall be extended by 120 days, which shall be referred to herein as an "Extended Invoice Deadline Date".

- iv. It is Customer's responsibility to review its invoices and confirm that the invoiced amounts are correct and accurately account for any funding discounts that should have been applied. If Customer identifies an invoice that does not accurately apply (or does not apply) the expected discounted rate, Customer may, subject to the terms and conditions of Section 3.4(c)(iii), deliver a Funding Error Notice to Comcast.
- D. If during the term of this Agreement, Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC(s) and MRC(s), as set forth in the Agreement or applicable Sales Order(s), for the remaining term applicable thereto, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement or Sales Order(s) upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement or Sales Order(s) hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed

for any and all unpaid NRC(s), any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

#### **ARTICLE 4. TERM & TERMINATION**

**4.1 Sales Order Term.** Upon the expiration of the Service Term applicable to a Sales Order, each Service Term shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), not to exceed twelve (12) months unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the term of the Agreement, such Sales Order shall continue to be governed by the terms and conditions of the Agreement. The term of the Agreement commences on the Effective Date and continues for the time set forth on the Service Agreement (E-Rate) Cover Page.

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

#### **4.3 Termination for Cause.**

- A. If either party is in material breach of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order or SOW materially affected by the breach. In addition to its other remedies, if the Customer is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s).
- B. Subject to applicable law, either party may terminate a Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent as defined under the U.S. Bankruptcy Code, institutes or has instituted against it any bankruptcy, reorganization, det arrangement or assignment for the benefit of creditors, other proceeding under any bankruptcy or insolvency law or dissolution,

receivership, or liquidation proceeding (and if such proceeding is instituted against it, such proceeding is not dismissed within sixty (60) days).

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

**4.4 Effect of Expiration/Termination of a Sales Order or SOW.** Upon the expiration or termination of a Sales Order or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either party of a Sales Order or SOW does not waive any other rights or remedies that it may have under this Agreement.

#### **ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

##### **5.1 Limitation of Liability.**

**A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS.**

**B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR CHARGES OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE**

**PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.**

**C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6.1(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.**

**5.2 Disclaimer of Warranties.**

- A. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or SOW, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.
- B.** Notwithstanding anything to the contrary contained in the Agreement, in no event shall Comcast and its agents, suppliers, and licensors be liable for any loss, damage, or claim arising out of or related to: (1) content or data received or distributed by Customer or its users through the Services; (2) any act or omission of Customer, its users, or third parties not under the control of Comcast; (3) interoperability, interaction, or interconnection of the Services with applications, equipment, services, or networks provided by Customer or third parties not under the control of Comcast; or (4) loss or destruction of any Customer hardware, software, files, or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is solely responsible for backing up its

data, files, and software prior to the installation of Service and at regular intervals thereafter.

**5.3 Exclusive Remedies.** Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

**ARTICLE 6. INDEMNIFICATION**

**6.1 Comcast's Indemnification Obligations.** Subject to Sections 5.1(B) and 5.1(C) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.

**6.2 Customer's Indemnification Obligations.** Subject to Section 5.1(B), Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

**6.3 Indemnification Procedures.** To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly

notify the other party (the “Indemnifying Party”) in writing of any pending or threatened Claim that gives rise to a right of indemnification (an “Action”) and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel’s fees and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

#### **ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY**

**7.1 Disclosure and Use.** All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party’s employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents designed to protect against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each party’s confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party’s Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order or legal requirement, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party’s expense.

**7.2 Publicity.** Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of,

the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party.

**7.3 Remedies.** Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

#### **ARTICLE 8. PROHIBITED USES; COMCAST POLICIES**

**8.1 Prohibited Uses; Comcast Policies.** Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy (“AUP”) available on the Website; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section 4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of the Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

**8.2 Privacy Policy.** Comcast will comply with the Comcast Privacy Policy (“Privacy Policy”) which is available at the Website. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

**8.3 Prohibition on Resale.** Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. For the avoidance of doubt, this prohibition includes Customer bundling the Services with any services or components of Customer that are then sold to end users of any kind.

**8.4 Monitoring.** Comcast shall have no obligation to monitor postings or transmissions made in connection with the

Services, however, Customer acknowledges and agrees that Comcast and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. Comcast reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Comcast's sole discretion, is unacceptable, undesirable or in violation of this Agreement.

## **ARTICLE 9. MISCELLANEOUS TERMS**

**9.1 Force Majeure.** Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

**9.2 Assignment or Transfer.** Customer shall not assign any right, obligation, or duty, in whole or in part, nor any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. Any assignment in violation of this provision shall be deemed null and void. All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party.

**9.3 Notices.** Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal\_Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

### **9.4 Amendments; Changes to the Agreement.**

**A.** The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify the PSAs, and any related policies (including the AUP and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer

shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's sole and exclusive remedy for any Revisions. Customer acknowledges and agrees that terms or conditions contained in any Customer purchase order, or similar Customer order form (regardless of whether executed by Comcast), or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect. Without limitation to the foregoing, if (i) Customer requires Comcast to execute a Customer purchase order or other Customer order form for a Service or as a condition to receiving payment for the same and (ii) Comcast executes such purchase order or Customer order form, Customer acknowledges and agrees that (1) Comcast's execution is solely for the purpose of assisting Customer in satisfying its internal procurement requirements and (2) any terms and conditions contained in such purchase order or Customer order form shall be null and void and of no force or effect.

**B.** The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement's execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

**9.5 Tariffs.** Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable Sales Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately

prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

**9.6 Compliance with Laws.** Each of the Parties agrees to comply with all local, state and federal laws and regulations and ordinances applicable to such Party in the performance of its respective rights and obligations under this Agreement.

**9.7 Consent to Communications from Comcast.** Customer acknowledges and agrees that Comcast or third parties acting on Comcast's behalf may call or text Customer at any telephone number that Customer provides to Comcast or that Comcast issues to Customer and may do so for any purpose relating to Customer's account and/or the Services to which Customer purchased. Customer expressly consents to receive such calls and texts and agree that these calls and texts are not unsolicited. Customer acknowledges and agrees that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. Customer may not opt-out of receiving certain communications pertaining to Customer's account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, and harm caused to the Network. Message frequency depends on Customer's activity with the Services. Message and/or data rates may apply.

**9.8 Entire Understanding; Construction; Survival; Headings; No Waiver.** The Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

**9.9 Choice of Law.** This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the state in which the Service is provided without regard to its

conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Philadelphia, Pennsylvania and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury.

**9.10 No Third-Party Beneficiaries; Independent Contractors.** Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.

**9.11 Export Law and Regulation.** Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations and this Agreement.

*[Remainder of Page Intentionally Blank]*

## **FIRST AMENDMENT TO SERVICE AGREEMENT (E-RATE) NO. CO-SVIN-061724-1/FY24**

**THIS FIRST AMENDMENT** (“First Amendment”) is entered into as of the date of the last signature below (“Effective Date”) in conjunction with Service Agreement (E-Rate) No. CO-SVin-061724-1/FY24 (“Agreement”), by and between Comcast Cable Communications Management, LLC (“Comcast”) and the City and County of Denver, on behalf of the Denver Public Library (“Customer” or the “City”), individually referred to herein as “Party”, and jointly referred to as “Parties.” Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Agreement.

**WHEREAS**, the Parties desire to amend the Agreement by this writing to reflect the amended and additional terms and conditions to which the Parties have agreed.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and consideration set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Comcast will make commercially reasonable efforts to provision all Services (excluding the two (2) new Service Location(s) at the addresses of (i) 4995 Washington Street, Denver, CO 80216, and (ii) 8636 S. Peoria St, Englewood, CO 80112, as both Service Location(s) require construction) within ten (10) business days following the mutual execution of the Agreement by the parties.
2. The Definition for “Confidential Information” as set forth in the Comcast Enterprise Services General Terms and Conditions for E-Rate (“General Terms and Conditions”) is hereby modified to read as follows:  
“Confidential Information: All information regarding either Party’s business 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. Without limiting the foregoing, Confidential Information shall include, even if not marked, all Licensed Software, promotional materials, proposals, quotes, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties’ communications regarding such items.”
3. Article 3.1(C) of the General Terms and Conditions is hereby modified to read as follows:  
“Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively, except as exempted per a valid exemption certificate submitted in accordance with this Article 3.1(C).”
4. Article 3.2(A) of the General Terms and Conditions is hereby modified to read as follows:  
“Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice and will be considered timely made to Comcast if received within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer’s first monthly invoice shall include any pro-rated charges for the Services, from the Service Commencement Date to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third

party based on Customer's agreements with such third parties ("Third Party Fees"). Any such Third-Party Fees shall be payable pursuant to Customer's contract or other arrangement with such third party and/or Comcast. Comcast shall not be responsible for any dispute regarding Third Party Fees. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Subject to the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C, any payment not made when due will be subject to a late charge equal to the lower of (i) 1.5% per month and (ii) the highest rate allowed by law. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement."

5. Article 5.1(A) of the General Terms and Conditions is hereby modified to read as follows:

"THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION."

6. Article 6.1 of the General Terms and Conditions is hereby modified to read as follows:

"Comcast's Indemnification Obligations. Subject to Article(s) 5.1(B), 5.1(C) and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all , actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) arising out of the negligence or willful misconduct of Comcast while working on the Service Locations."

7. Article 6.2 of the General Terms and Conditions is hereby deleted in its entirety and held as "RESERVED".

8. Article 7.1 of the General Terms and Conditions is hereby modified to read as follows:

"Disclosure and Use. All Confidential Information disclosed by either Party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), be kept by the receiving Party in strict confidence and shall not be disclosed to any third party without the disclosing Party's express written consent. Notwithstanding the foregoing,

(i) such information may be disclosed (A) to the receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services and rendering the Services (provided that in all cases the receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement and (ii) each Party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving Party without a pre-existing restriction as to disclosure, (B) is or becomes publicly available without fault of the receiving Party; (C) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing Party, (D) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information or (E) is required to be disclosed by law or regulation, including the Colorado Open Records Act (CORA). Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. Notwithstanding anything to the contrary contained in this Article 7.1 or the Agreement, Customer acknowledges and agrees that Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service."

9. Article 9.9 of the General Terms and Conditions is hereby modified to read as follows:

"Choice of Law. This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court)."

10. Article 9.12 is hereby added to the General Terms and Conditions to read as follows:

"Maximum Contract Amount. Notwithstanding any other provision of the Agreement, the Customer's maximum payment obligation will not exceed Two Million One Hundred Thirty-Four Thousand Five Hundred Sixty-Six Dollars (\$2,134,566.00) (the "Maximum Contract Amount"), unless the Customer elects to purchase additional Services hereunder. The Customer is not obligated to execute an agreement or any amendments for any further services, including any services performed by Comcast beyond those specifically described in this Agreement. The Customer'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 Customer does not by the 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 Customer."

11. Article 9.13 is hereby added to the General Terms and Conditions to read as follows:

"Examination of Records and Audits. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Comcast's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Comcast shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this

Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Comcast to make disclosures in violation of state or federal privacy laws. Comcast shall at all times comply with D.R.M.C. 20-276.”

12. Article 9.14 is hereby added to the General Terms and Conditions to read as follows:

“No Discrimination in Employment. In connection with the performance of work under this Agreement, Comcast may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Comcast shall insert the foregoing provision in all subcontracts. Comcast shall use commercially reasonable efforts to insert the foregoing provision in all subcontracts of its work under this Agreement entered into after the effective date of this Agreement.”

13. Article 9.15 is hereby added to the General Terms and Conditions to read as follows:

“Prohibited Terms. Any term included in this Agreement, or any linked terms contained herein, that requires the City to indemnify or hold Comcast harmless; requires the City to agree to binding arbitration; requires payment for any obligation where there has not been an appropriation; requires venue and jurisdiction outside of the Colorado; or seeks to modify the order of precedence, as stated in this First Amendment; or that conflicts with this provision in any way shall be *void ab initio*.”

14. Article 9.16 is hereby added to the General Terms and Conditions to read as follows:

“Insurance.

A. General Conditions: Comcast agrees to secure, at or before the time of execution of this Agreement, the following insurance as required, pursuant to this Agreement. Comcast shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall require notification to the City in accordance with policy provisions in the event any of the required policies be canceled before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. If such written notice is unavailable from the insurer, Comcast shall provide written notice of cancellation, non-renewal and any reduction in coverage that would cause Comcast to no longer comply with the insurance requirements hereunder to the parties identified in the Notices Section and referencing the City’s contract number. Comcast shall be responsible for the payment of any deductible or self-insured retention required by its policies. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit or in any way alter the liability of Comcast. Comcast may maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Comcast may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Comcast certifies that the certificate of insurance provided to Customer and attached hereto as Exhibit A, preferably an ACORD form, evidences compliance with

all insurance requirements of this Agreement. The City requests that its contract number be referenced on the certificate of insurance. The City's receipt of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Comcast's breach of this Agreement or of any of the City's rights or remedies under this Agreement.

C. Additional Insureds: For the required Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Comcast insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

D. Subcontractors and Subconsultants: Comcast shall confirm and document that all Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as appropriate to their respective primary business risks considering the nature and scope of services provided under the Agreement.

E. Workers' Compensation and Employer's Liability Insurance: Comcast shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

F. Commercial General Liability: Comcast shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

G. Automobile Liability: Comcast shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

H. Cyber Liability: Comcast shall maintain Professional Liability policy providing Cyber Liability coverage with minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate covering Comcast's liabilities for claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information by a third-party, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed through the Term of this Agreement."

15. Article 9.17 is hereby added to the General Terms and Conditions to read as follows:

"Compliance with Denver Wage Laws. To the extent applicable to the Comcast's provision of services hereunder, Comcast shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Comcast expressly acknowledges that Comcast is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Comcast, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

16. In the event of a conflict between this First Amendment and the Agreement, the terms and conditions of this First Amendment shall take precedence in the interpretation of the matter in question.
17. Except as otherwise modified by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties.

**City and County of Denver, on behalf of the Denver  
Public Library**

**Comcast Cable Communications Management, LLC**

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

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COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SA ID#: CO-SVin-061724-1/FY24

Opportunity ID#: 25700529

Account Name: City and County of Denver, on behalf of the Denver Public Library

CUSTOMER INFORMATION (for notices)

Primary Contact: <u>David Hamilton</u>		Billing Account Name <u>City and County of Denver - Denver Public Library</u>	INVOICE ADDRESS
Title: _____		Billing Name _____	Address 1: <u>10 W 14th Ave Pkwy</u>
Address 1: <u>10 W 14th Ave Pkwy</u>		(3rd Party Accounts) <u>Melissa Bordwine</u>	Address 2: <u>PO 00109715</u>
Address 2: _____		Billing Contact: <u>Melissa Bordwine</u>	City: <u>Denver</u>
City: <u>Denver</u>		Title: _____	State: <u>CO</u>
State: <u>CO</u>		Phone: <u>720-865-2027</u>	Zip Code: <u>80204</u>
Zip: <u>80204</u>		Cell: _____	Tax Exempt: <u>Yes</u>
Phone: <u>(303) 907-9497</u>		Fax: _____	* If Yes, please provide and attach all applicable tax exemption certificates
Cell: _____		Email: <u>AP@DENVERLIBRARY.ORG</u>	
Fax: _____			
Email: <u>dhamilton@denverlibrary.org</u>			

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): <div>42</div>			
SUMMARY OF SERVICE CHARGES*		SUMMARY OF STANDARD INSTALLATION FEES*	
Current Monthly Recurring Charges:	\$36,450.00	Total Standard Installation Fees:	\$0.00
Current Trunk Services Monthly Recurring Charges:	<u>\$0.00</u>	Total Trunk Services Standard Installation Fees:	<u>\$0.00</u>
Total Current Monthly Recurring Charges (all Services):	<b>\$36,450.00</b>	Total Standard Installation Fees (all Services):	<b>\$0.00</b>
		SUMMARY OF CUSTOM INSTALLATION FEES*	
Change Monthly Recurring Charges:	\$14,373.00	Total Custom Installation Fee:	\$0.00
Change Trunk Services Monthly Recurring Charges:	<u>\$0.00</u>		
Change Monthly Recurring Charges (all Services):	<b>\$14,373.00</b>		
		SUMMARY OF MONTHLY EQUIPMENT FEES*	
Total Monthly Recurring Charges:	\$50,823.00	Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Total Trunk Services Monthly Recurring Charges:	<u>\$0.00</u>	Current Trunk Services Equipment Fee Monthly Recurring Charges:	<u>\$0.00</u>
Total Monthly Recurring Charges (all Services):	<b>\$50,823.00</b>	Current Equipment Fee Monthly Recurring Charges (All Services):	<b>\$0.00</b>
		Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
		Change Trunk Services Equipment Fee Monthly Recurring Charges:	<u>\$0.00</u>
		Change Equipment Fee Monthly Recurring Charges (All Services):	<b>\$0.00</b>
		Total Service Equipment Fee Monthly Recurring Charges	<b>\$0.00</b>
		Total Trunk Service Equipment Fee Monthly Recurring Charges	<u><b>\$0.00</b></u>
		Total Equipment Fee Monthly Recurring Charges (All Services)	<b>\$0.00</b>

\*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Agreement (SA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City and County of Denver, on behalf of the Denver Public Library

Date: 1/16/2025

SA ID#: CO-SVin-061724-1/FY24

Opp ID#: 25700529

Short Description of Service:

Service Term: 42 MONTHS

Line	Solution Charges									
	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	-	-	-		-	-			\$0.00	\$0.00
002	-	-	-		-	-			\$0.00	\$0.00
003	-	-	-		-	-			\$0.00	\$0.00
004	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Globeville / 4995 WASHINGTON S	-	Intrastate	1	\$491.39	\$0.00
005	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Globeville / 4995 WASHINGTON S	-	Intrastate	1	\$860.61	\$0.00
006	-	-	-		-	-			\$0.00	\$0.00
007	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Flexential Data Center / 8636 S PE	-	Intrastate	1	\$600.38	\$0.00
008	Renew	Add	ENS - Basic Network Bandwidth	10000 Mbps	Flexential Data Center / 8636 S PE	-	Intrastate	1	\$4,172.62	\$0.00
009	-	-	-		-	-			\$0.00	\$0.00
010	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Lena Archuleta / 3300 W Nevada P	-	Intrastate	1	\$491.39	\$0.00
011	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Lena Archuleta / 3300 W Nevada P	-	Intrastate	1	\$860.61	\$0.00
012	-	-	-		-	-			\$0.00	\$0.00
013	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Central / 10 W 14TH AVENUE PK	-	Interstate	1	(\$641.51)	\$0.00
014	Renew	Remove	ENS - Basic Network Bandwidth	10000 Mbps	Central / 10 W 14TH AVENUE PK	-	Interstate	1	(\$4,458.49)	\$0.00
015	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Central / 10 W 14TH AVENUE PK	-	Intrastate	1	\$600.38	\$0.00
016	Renew	Add	ENS - Basic Network Bandwidth	10000 Mbps	Central / 10 W 14TH AVENUE PK	-	Intrastate	1	\$4,172.62	\$0.00
017	-	-	-		-	-			\$0.00	\$0.00
018	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Green Valley Ranch / 4856 ANDES	-	Interstate	1	(\$641.51)	\$0.00
019	Renew	Remove	ENS - Basic Network Bandwidth	10000 Mbps	Green Valley Ranch / 4856 ANDES	-	Interstate	1	(\$4,458.49)	\$0.00
020	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Green Valley Ranch / 4856 ANDES	-	Intrastate	1	\$600.38	\$0.00
021	Renew	Add	ENS - Basic Network Bandwidth	10000 Mbps	Green Valley Ranch / 4856 ANDES	-	Intrastate	1	\$4,172.62	\$0.00
022	-	-	-		-	-			\$0.00	\$0.00
023	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Athmar Park / 1055 S TEJON ST	-	Interstate	1	(\$467.71)	\$0.00
024	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Athmar Park / 1055 S TEJON ST	-	Interstate	1	(\$582.29)	\$0.00
025	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Athmar Park / 1055 S TEJON ST	-	Intrastate	1	\$491.39	\$0.00
026	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Athmar Park / 1055 S TEJON ST	-	Intrastate	1	\$860.61	\$0.00
027	-	-	-		-	-			\$0.00	\$0.00
028	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Ross-Barnum / 3570 W 1ST AVE	-	Interstate	1	(\$467.71)	\$0.00
029	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Ross-Barnum / 3570 W 1ST AVE	-	Interstate	1	(\$582.29)	\$0.00
030	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Ross-Barnum / 3570 W 1ST AVE	-	Intrastate	1	\$491.39	\$0.00
031	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Ross-Barnum / 3570 W 1ST AVE	-	Intrastate	1	\$860.61	\$0.00
032	-	-	-		-	-			\$0.00	\$0.00
033	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Bear Valley / 5171 W DARTMOUT	-	Interstate	1	(\$467.71)	\$0.00
034	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Bear Valley / 5171 W DARTMOUT	-	Interstate	1	(\$582.29)	\$0.00
035	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Bear Valley / 5171 W DARTMOUT	-	Intrastate	1	\$491.39	\$0.00
036	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Bear Valley / 5171 W DARTMOUT	-	Intrastate	1	\$860.61	\$0.00
037	-	-	-		-	-			\$0.00	\$0.00
038	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Blair Caldwell / 2401 WELTON ST	-	Interstate	1	(\$467.71)	\$0.00
039	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Blair Caldwell / 2401 WELTON ST	-	Interstate	1	(\$582.29)	\$0.00
040	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Blair Caldwell / 2401 WELTON ST	-	Intrastate	1	\$491.39	\$0.00
041	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Blair Caldwell / 2401 WELTON ST	-	Intrastate	1	\$860.61	\$0.00
042	-	-	-		-	-			\$0.00	\$0.00
043	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Ross Broadway / 33 E BAYAUD A	-	Interstate	1	(\$467.71)	\$0.00
044	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Ross Broadway / 33 E BAYAUD A	-	Interstate	1	(\$582.29)	\$0.00
045	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Ross Broadway / 33 E BAYAUD A	-	Intrastate	1	\$491.39	\$0.00
046	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Ross Broadway / 33 E BAYAUD A	-	Intrastate	1	\$860.61	\$0.00
047	-	-	-		-	-			\$0.00	\$0.00
048	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Cherry Creek / 305 MILWAUKEE S	-	Interstate	1	(\$467.71)	\$0.00
049	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Cherry Creek / 305 MILWAUKEE S	-	Interstate	1	(\$582.29)	\$0.00
050	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Cherry Creek / 305 MILWAUKEE S	-	Intrastate	1	\$491.39	\$0.00
* Services Location Details attached Charges are Exclusive of Equipment Fees										
PAGE 2 SUBTOTAL:									\$7,774.39	\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:City and County of Denver, on behalf of the Denver Public Library

SA ID#:CO-SVin-061724-1/FY24

Date:1/16/2025

Opp ID#:25700529

Solution Charges											
Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time	
051	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Cherry Creek / 305 MILWAUKEE S	-	Intrastate	1	\$860.61	\$0.00	
052	-	-	-		-	-			\$0.00	\$0.00	
053	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Decker / 1501 S LOGAN ST	-	Interstate	1	(\$467.71)	\$0.00	
054	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Decker / 1501 S LOGAN ST	-	Interstate	1	(\$582.29)	\$0.00	
055	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Decker / 1501 S LOGAN ST	-	Intrastate	1	\$491.39	\$0.00	
056	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Decker / 1501 S LOGAN ST	-	Intrastate	1	\$860.61	\$0.00	
057	-	-	-		-	-			\$0.00	\$0.00	
058	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Eugene Field / 810 S UNIVERSITY	-	Interstate	1	(\$467.71)	\$0.00	
059	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Eugene Field / 810 S UNIVERSITY	-	Interstate	1	(\$582.29)	\$0.00	
060	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Eugene Field / 810 S UNIVERSITY	-	Intrastate	1	\$491.39	\$0.00	
061	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Eugene Field / 810 S UNIVERSITY	-	Intrastate	1	\$860.61	\$0.00	
062	-	-	-		-	-			\$0.00	\$0.00	
063	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Ford Warren / 2825 N HIGH ST	-	Interstate	1	(\$467.71)	\$0.00	
064	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Ford Warren / 2825 N HIGH ST	-	Interstate	1	(\$582.29)	\$0.00	
065	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Ford Warren / 2825 N HIGH ST	-	Intrastate	1	\$491.39	\$0.00	
066	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Ford Warren / 2825 N HIGH ST	-	Intrastate	1	\$860.61	\$0.00	
067	-	-	-		-	-			\$0.00	\$0.00	
068	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Hadley / 1890 S GROVE ST	-	Interstate	1	(\$467.71)	\$0.00	
069	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Hadley / 1890 S GROVE ST	-	Interstate	1	(\$582.29)	\$0.00	
070	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Hadley / 1890 S GROVE ST	-	Intrastate	1	\$491.39	\$0.00	
071	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Hadley / 1890 S GROVE ST	-	Intrastate	1	\$860.61	\$0.00	
072	-	-	-		-	-			\$0.00	\$0.00	
073	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Hampden / 9755 E Girard Ave	-	Interstate	1	(\$467.71)	\$0.00	
074	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Hampden / 9755 E Girard Ave	-	Interstate	1	(\$582.29)	\$0.00	
075	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Hampden / 9755 E Girard Ave	-	Intrastate	1	\$491.39	\$0.00	
076	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Hampden / 9755 E Girard Ave	-	Intrastate	1	\$860.61	\$0.00	
077	-	-	-		-	-			\$0.00	\$0.00	
078	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	John "Thunderbird Man" Emhoola J	-	Interstate	1	(\$467.71)	\$0.00	
079	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	John "Thunderbird Man" Emhoola J	-	Interstate	1	(\$582.29)	\$0.00	
080	Renew	Add	Ethernet Network Interface - 10 Gig	Port	John "Thunderbird Man" Emhoola J	-	Intrastate	1	\$491.39	\$0.00	
081	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	John "Thunderbird Man" Emhoola J	-	Intrastate	1	\$860.61	\$0.00	
082	-	-	-		-	-			\$0.00	\$0.00	
083	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Montbello / 12955 ALBROOK DR	-	Interstate	1	(\$467.71)	\$0.00	
084	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Montbello / 12955 ALBROOK DR	-	Interstate	1	(\$582.29)	\$0.00	
085	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Montbello / 12955 ALBROOK DR	-	Intrastate	1	\$491.39	\$0.00	
086	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Montbello / 12955 ALBROOK DR	-	Intrastate	1	\$860.61	\$0.00	
087	-	-	-		-	-			\$0.00	\$0.00	
088	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Park Hill / 4705 MONTVIEW BLVD	-	Interstate	1	(\$467.71)	\$0.00	
089	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Park Hill / 4705 MONTVIEW BLVD	-	Interstate	1	(\$582.29)	\$0.00	
090	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Park Hill / 4705 MONTVIEW BLVD	-	Intrastate	1	\$491.39	\$0.00	
091	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Park Hill / 4705 MONTVIEW BLVD	-	Intrastate	1	\$860.61	\$0.00	
092	-	-	-		-	-			\$0.00	\$0.00	
093	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Pauline Robinson / 5575 E 33RD A	-	Interstate	1	(\$467.71)	\$0.00	
094	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Pauline Robinson / 5575 E 33RD A	-	Interstate	1	(\$582.29)	\$0.00	
095	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Pauline Robinson / 5575 E 33RD A	-	Intrastate	1	\$491.39	\$0.00	
096	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Pauline Robinson / 5575 E 33RD A	-	Intrastate	1	\$860.61	\$0.00	
097	-	-	-		-	-			\$0.00	\$0.00	
098	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Rodolfo "Corky" Gonzales / 1498 IR	-	Interstate	1	(\$467.71)	\$0.00	
099	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Rodolfo "Corky" Gonzales / 1498 IR	-	Interstate	1	(\$582.29)	\$0.00	
100	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Rodolfo "Corky" Gonzales / 1498 IR	-	Intrastate	1	\$491.39	\$0.00	
101	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Rodolfo "Corky" Gonzales / 1498 IR	-	Intrastate	1	\$860.61	\$0.00	
102	-	-	-		-	-			\$0.00	\$0.00	
* Services Location Details attachedCharges are Exclusive of Equipment Fees									PAGE 3 SUBTOTAL:	\$3,880.61	\$0.00

COMCAST  
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

City and County of Denver, on behalf of the Denver Public Library

Date:

1/16/2025

SA ID#:

CO-SVin-061724-1/FY24

Opp ID#:

25700529

									Solution Charges	
Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
103	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Sam Gary / 2961 ROSLYN ST	-	Interstate	1	(\$467.71)	\$0.00
104	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Sam Gary / 2961 ROSLYN ST	-	Interstate	1	(\$582.29)	\$0.00
105	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Sam Gary / 2961 ROSLYN ST	-	Intrastate	1	\$491.39	\$0.00
106	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Sam Gary / 2961 ROSLYN ST	-	Intrastate	1	\$860.61	\$0.00
107	-	-	-		-	-			\$0.00	\$0.00
108	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Schlessman Family / 100 POPLAR	-	Interstate	1	(\$467.71)	\$0.00
109	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Schlessman Family / 100 POPLAR	-	Interstate	1	(\$582.29)	\$0.00
110	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Schlessman Family / 100 POPLAR	-	Intrastate	1	\$491.39	\$0.00
111	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Schlessman Family / 100 POPLAR	-	Intrastate	1	\$860.61	\$0.00
112	-	-	-		-	-			\$0.00	\$0.00
113	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Smiley / 4501 W 46TH AVE	-	Interstate	1	(\$467.71)	\$0.00
114	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Smiley / 4501 W 46TH AVE	-	Interstate	1	(\$582.29)	\$0.00
115	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Smiley / 4501 W 46TH AVE	-	Intrastate	1	\$491.39	\$0.00
116	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Smiley / 4501 W 46TH AVE	-	Intrastate	1	\$860.61	\$0.00
117	-	-	-		-	-			\$0.00	\$0.00
118	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Ross University Hills / 4310 E AMH	-	Interstate	1	(\$467.71)	\$0.00
119	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Ross University Hills / 4310 E AMH	-	Interstate	1	(\$582.29)	\$0.00
120	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Ross University Hills / 4310 E AMH	-	Intrastate	1	\$491.39	\$0.00
121	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Ross University Hills / 4310 E AMH	-	Intrastate	1	\$860.61	\$0.00
122	-	-	-		-	-			\$0.00	\$0.00
123	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Valdez-Perry / 4690 VINE ST	-	Interstate	1	(\$467.71)	\$0.00
124	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Valdez-Perry / 4690 VINE ST	-	Interstate	1	(\$582.29)	\$0.00
125	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Valdez-Perry / 4690 VINE ST	-	Intrastate	1	\$491.39	\$0.00
126	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Valdez-Perry / 4690 VINE ST	-	Intrastate	1	\$860.61	\$0.00
127	-	-	-		-	-			\$0.00	\$0.00
128	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Virginia Village / 1500 S DAHLIA S	-	Interstate	1	(\$467.71)	\$0.00
129	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Virginia Village / 1500 S DAHLIA S	-	Interstate	1	(\$582.29)	\$0.00
130	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Virginia Village / 1500 S DAHLIA S	-	Intrastate	1	\$491.39	\$0.00
131	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Virginia Village / 1500 S DAHLIA S	-	Intrastate	1	\$860.61	\$0.00
132	-	-	-		-	-			\$0.00	\$0.00
133	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Westwood / 1000 S LOWELL BLV	-	Interstate	1	(\$467.71)	\$0.00
134	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Westwood / 1000 S LOWELL BLV	-	Interstate	1	(\$582.29)	\$0.00
135	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Westwood / 1000 S LOWELL BLV	-	Intrastate	1	\$491.39	\$0.00
136	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Westwood / 1000 S LOWELL BLV	-	Intrastate	1	\$860.61	\$0.00
137	-	-	-		-	-			\$0.00	\$0.00
138	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Woodbury / 3265 FEDERAL BLVD	-	Interstate	1	(\$467.71)	\$0.00
139	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Woodbury / 3265 FEDERAL BLVD	-	Interstate	1	(\$582.29)	\$0.00
140	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Woodbury / 3265 FEDERAL BLVD	-	Intrastate	1	\$491.39	\$0.00
141	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Woodbury / 3265 FEDERAL BLVD	-	Intrastate	1	\$860.61	\$0.00
142	-	-	-		-	-			\$0.00	\$0.00
143	Renew	Remove	Ethernet Network Interface - 10 Gig	Port	Bob Ragland / 1930 35TH ST	-	Interstate	1	(\$467.71)	\$0.00
144	Renew	Remove	ENS - Basic Network Bandwidth	2000 Mbps	Bob Ragland / 1930 35TH ST	-	Interstate	1	(\$582.29)	\$0.00
145	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Bob Ragland / 1930 35TH ST	-	Intrastate	1	\$491.39	\$0.00
146	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Bob Ragland / 1930 35TH ST	-	Intrastate	1	\$860.61	\$0.00
147	-	-	-		-	-			\$0.00	\$0.00
148	-	-	-		-	-			\$0.00	\$0.00
149	-	-	-		-	-			\$0.00	\$0.00
150	-	-	-		-	-			\$0.00	\$0.00
151	-	-	-		-	-			\$0.00	\$0.00
152	-	-	-		-	-			\$0.00	\$0.00
153	-	-	-		-	-			\$0.00	\$0.00
* Services Location Details attached      Charges are Exclusive of Equipment Fees <b>PAGE 4 SUBTOTAL:</b>									\$2,718.00	\$0.00

\* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$2,718.00

\$0.00

### SERVICE LOCATION DETAIL INFORMATION

Account Name: City and County of Denver, on behalf of the Denver Public Library

[illegible]

**Contract Control Number:**  
**Contractor Name:**

BOOKS-202474256-00  
Comcast Cable Communications Management, LLC

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:**  
  
Attorney for the City and County of Denver  
  
By:  
  
\_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By:  
  
\_\_\_\_\_

By:  
  
\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

BOOKS-202474256-00  
Comcast Cable Communications Management, LLC

By: \_\_\_\_\_

Signed by:

*Michael J. Mazza*

172084D2B1BA448...

Name: \_\_\_\_\_

Michael J. Mazza

(please print)

Title: \_\_\_\_\_

Vice President

(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_

(please print)

Title: \_\_\_\_\_

(please print)

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/20/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> COMCAST CORPORATION ONE COMCAST CENTER 1701 JOHN F. KENNEDY BLVD. PHILADELPHIA, PA 19103	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> ACE American Insurance Company	
	<b>INSURER B:</b> Indemnity Ins Co Of North America	
	<b>INSURER C:</b> ACE Property And Casualty Ins Co	
	<b>INSURER D:</b> ACE Fire Underwriters Ins. Co.	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> CLE-007276977-03	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			XSL G4893044A	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 19,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 19,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 19,900,000 GENERAL AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H11352637	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 20,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XEU G27924840 010	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WLR C72613363 (AOS) WLR C72613405 (CA/MA) SCF C7261348A (WI)	12/01/2024 12/01/2024 12/01/2024	12/01/2025 12/01/2025 12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers Compensation		N/A	WCU C72613442 (WA)	12/01/2024	12/01/2025	Ea Acc/Dis Employee/Dis Policy \$ 2,000,000 SIR \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE :BOOKS-202474256 ,

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured (except workers' compensation) with regards to the appropriate policies only.

**CERTIFICATE HOLDER****CANCELLATION**

Denver Public Library - Dept of Finance 10 W 14th Ave Pkwy Denver, CO 80204	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Marsh USA LLC</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
CN101629998-XS2-Cyber-24-25	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
<b>INSURED</b> Comcast Corporation One Comcast Center 1701 John F. Kennedy Blvd. Philadelphia, PA 19103	<b>INSURER A:</b> National Fire & Marine Insurance Company <b>20079</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER:

CLE-007298287-03

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CYBER RISK SEE ATTACHED FOR SIR LIMITS			42-EPP-301383-10	05/15/2024	05/15/2025	LIMIT 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE :BOOKS-202474256

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as an additional insured, where required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Denver Public Library - Dept of Finance  
 10 W 14th Ave Pkwy  
 Denver, CO 80204

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

*Marsh USA LLC*

AGENCY CUSTOMER ID: CN101629998

LOC #: Philadelphia



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 5

<b>AGENCY</b> Marsh USA LLC		<b>NAMED INSURED</b> Comcast Corporation One Comcast Center 1701 John F. Kennedy Blvd. Philadelphia, PA 19103
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	
<b>EFFECTIVE DATE:</b>		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Primary SIR:  
 \$10M Media/ E&O  
 \$50M for Cyber

### **Excess Limits Information:**

1st excess:  
 Carrier CNA  
 Policy #768793972  
 Limit: \$10,000,000 p/o \$15,000,000 xs \$15,000,000

Carrier Starr  
 Policy #1000634584241  
 Limit: \$5,000,000 p/o \$15,000,000 xs \$15,000,000

2nd excess:  
 Carrier AIG  
 Policy #: 04-708-56-64  
 Limit: \$10,000,000 xs \$30,000,000

3rd excess:  
 Carrier: QBE  
 Policy #: 100007226  
 Limit: \$10,000,000 xs \$40,000,000

4th excess:  
 Carrier Amtrust  
 Policy #: AES119997103  
 Limit: \$10,000,000 XS \$50,000,000

5th excess:  
 Carrier: Ironshore  
 Policy #: E04NAAD2R7014  
 Limit: \$10,000,000 P/O \$55,000,000 xs \$60,000,000

Carrier: Markel  
 Policy #: MKLM7PL0002549  
 Limit: \$10,000,000 P/O \$55,000,000 xs \$60,000,000

Carrier: Nationwide  
 Policy #: XMS2409213  
 Limit: \$5,000,000 P/O \$55,000,000 xs \$60,000,000

Carrier: Canopus  
 Policy #: CYT20240074

AGENCY CUSTOMER ID: CN101629998

LOC #: Philadelphia



# **ADDITIONAL REMARKS SCHEDULE**

Page 3 of 5

<b>AGENCY</b> Marsh USA LLC		<b>NAMED INSURED</b> Comcast Corporation One Comcast Center 1701 John F. Kennedy Blvd. Philadelphia, PA 19103
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	
<b>EFFECTIVE DATE:</b>		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Limit: \$10,000,000 P/O \$55,000,000 xs \$60,000,000

Carrier: Falcon

Policy #: H-X-CT-00010097

Limit: \$10,000,000 P/O \$55,000,000 xs \$60,000,000

Carrier: Bowhead

Policy #: YXB-158551422-01

Limit: \$10,000,000 P/O \$55,000,000 xs \$60,000,000

6th Excess:

Carrier: AIG

Policy #: 61859668

Limit: \$10,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier: AWAC

Policy #: C029305/009

Limit: \$10,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier: Axis

Policy #: 1144100124QA

Limit: \$5,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier: C&F

Policy #: EOL-241337

Limit: \$5,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier: Vantage

Policy #: P03CY0000034611

Limit: \$10,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier: Chubb

Policy #: MTE903882905

Limit: \$5,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier #: AXA XL

Policy #: MTE903882905

Limit: \$10,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier #: Ascot

Policy #: OXS2410001415-0

Limit: \$5,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier #: Upland

Policy #: USXCY1000624

Limit: \$10,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier: Arch

Policy #: NPL0063348-05

AGENCY CUSTOMER ID: CN101629998

LOC #: Philadelphia



# **ADDITIONAL REMARKS SCHEDULE**

Page 4 of 5

<b>AGENCY</b> Marsh USA LLC		<b>NAMED INSURED</b> Comcast Corporation One Comcast Center 1701 John F. Kennedy Blvd. Philadelphia, PA 19103
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	
<b>EFFECTIVE DATE:</b>		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Limit: \$10,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier: Nationwide

Policy #: XMS2409214

Limit: \$5,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier: RSUI

Policy #: LQS857947

Limit: \$5,000,000 P/O \$100,000,000 xs \$115,000,000

Carrier: Starr

Policy #: 1000634585241

Limit: \$10,000,000 P/O \$100,000,000 xs \$115,000,000

7th Excess:

Carrier: HCC

Policy #: 4-MGU-24-A5858

Limit: \$5,000,000 P/O \$20,000,000 xs \$215,000,000

Carrier: Hudson

Policy #: HEC-9971-051524

Limit: \$5,000,000 P/O \$20,000,000 xs \$215,000,000

Carrier: AXA XL

Policy #: BM00038903EO24A

Limit: \$10,000,000 p/o \$20,000,000 xs \$215,000,000

8th Excess:

Carrier: AIG

Policy #: 65208428

Limit: \$5,000,000 P/O \$35,000,000 xs \$235,000,000

Carrier: Westfield

Policy #: XCO-00012CW-02

Limit: \$5,000,000 P/O \$35,000,000 xs \$235,000,000

Carrier: Zurich

Policy #: SPR 4409687-06

Limit: \$10,000,000 p/o \$35,000,000 xs \$235,000,000

Carrier: Allianz

Policy #: USF00100724

Limit: \$10,000,000 P/O \$35,000,000 xs \$235,000,000

Carrier: Everest

Policy #: CYSEX00445-241

Limit: \$5,000,000 P/O \$35,000,000 xs \$235,000,000

AGENCY CUSTOMER ID: CN101629998

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA LLC		NAMED INSURED Comcast Corporation One Comcast Center 1701 John F. Kennedy Blvd. Philadelphia, PA 19103
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

9th Excess:  
Carrier: Scor  
Policy #: B0509FINPY2450680  
Limit: \$5,000,000 P/O \$5,000,000 xs \$270,000,000

10th Excess:  
Carrier: ECHO  
Policy #: FA0126045-2024-1  
Limit: \$50,000,000 xs \$275,000,000