

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 8, 2026

Presenter's Name and Title: Jerry Logan, IT Network Manager

Prepared By: Jerry Logan, IT Network Manager

Temp. Reso. Number: 8742

Item Description: Temp. Reso. #R8742, APPROVING THE SECOND ONE-YEAR RENEWAL FOR THE CITY OF MIRAMAR FIBER BACKBONE OFFICE INTERCONNECTIONS WITH COMCAST BUSINESS COMMUNICATIONS, LLC IN AN ANNUAL AMOUNT OF \$768,000. *(Information Technology Network Manager Jerry Logan)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Funding in the amount of \$768,000 is available in account 504-58-581-516-000-604100, entitled Communication Services for FY26/27.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8742**
- **Exhibit(s)**
 - **Exhibit A: Proposed Renewal Agreement**
- **Attachment(s)**
 - **Attachment 1: TR7248 Original Comcast 2020 Agenda Item**
 - **Attachment 2: Comcast Year 1 Renewal**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Clayton D. Jenkins, IT Director

DATE: July 2, 2026

RE: Temp. Reso. No. 8742 approving the Second One-Year Renewal for the City of Miramar Fiber Network Connections with Comcast Business Communications L.L.C.

RECOMMENDATION: The City Manager recommends approving the second one-year renewal for the City of Miramar fiber backbone office interconnections with Comcast Business Communications LLC ("Comcast"), in an annual amount of \$768,000.

ISSUE: City Commission approval of these expenditures is required because the expenditures exceed the \$75,000 threshold purchase limit by a single department from the same vendor in a single fiscal year, and for the renewal of contracts that were entered into pursuant to approval of the City Commission and provide for one or more renewals.

BACKGROUND: The City of Miramar is experiencing significant growth and increasing demands for reliable communication and internet connectivity. Establishing and maintaining a high-capacity fiber backbone is essential to support key initiatives such as the Real-Time Crime Center ("RTCC"), Smart City projects, Parks Wi-Fi, and cloud-based solutions.

Fiber backbone services are pivotal for ensuring seamless communication across all city facilities. These services enable secure and efficient transmission of voice and data, internet access, and integration with cloud platforms. This infrastructure empowers the City to enhance operational efficiency, bolster public safety initiatives, and foster innovation in municipal services.

DISCUSSION: On September 16, 2020, the City Commission adopted Resolution No. 20-183 and approved the award of Request for Proposals No. 20-05-18 to Comcast for

an initial term of five years with the option to renew for five one-year terms. We are nearing the conclusion of the first one-year extension approved by the City Commission using Reso No. 25-109 on April 2, 2025. Currently, the IT department seeks approval to exercise the second of up to five one-year extension options. This will extend the agreement from September 18, 2026, to September 17, 2027.

During the current contract term, the City has made significant advancements in its network infrastructure, including the addition of multiple RTCC and Parks Wi-Fi sites, as well as the Utilities SCADA system, through Capital Improvement Projects (“CIPs”). Furthermore, bandwidth capacity was upgraded from 1 Gbps to 10 Gbps, exceeding current demand and proactively positioning the City for future growth.

These fiber infrastructure services are essential to ensuring seamless communication within and between City facilities. They support critical operations, including voice, data, CCTV, Wi-Fi, internet, and cloud-based services, which are vital to secure, efficient daily operations.

The new second-year extension contract will be the same as last year’s. See attached last year’s renewal as a reference.

ANALYSIS: Funding in the amount of \$768,000 is available in account 504-58-581-516-000-604100, entitled Communication Services for FY26/27.

Temp. Reso. No. 8742
5/28/26
6/26/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE SECOND ONE YEAR RENEWAL FOR THE CITY OF MIRAMAR FIBER BACKBONE OFFICE INTERCONNECTIONS WITH COMCAST BUSINESS COMMUNICATIONS LLC, IN AN ANNUAL AMOUNT OF \$768,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar (“City”) utilizes the network infrastructure for all internet, data, voice, and CCTV communications to carry out department functions in an effective and efficient manner; and

WHEREAS, these fiber infrastructure services are critical to enabling all communications within and between City facilities; and

WHEREAS, this Comcast fiber infrastructure empowers the city to enhance operational efficiency, bolster public safety initiatives, and foster innovation in municipal services; and

WHEREAS, on September 16, 2020, the City Commission adopted Resolution No. 20-183 and approved the award of Request for Proposals No. 20-05-18 to Comcast Business Communications, LLC (“Comcast”) for an initial term of five (5) years with the option to renew for five additional one-year terms; and

Reso. No. _____

Temp. Reso. No. 8742
5/28/26
6/26/26

WHEREAS, the City is approaching the conclusion of the current one year extension approved by the City Commission using Resolution No. 25-109 on April 2, 2025; and

WHEREAS, the IT department seeks approval to exercise the second of up to five one-year renewal options, which will extend the agreement from September 18, 2026, to September 17, 2027; and

WHEREAS, the total annual amount of the agreement during the renewal term is \$768,000; and

WHEREAS, pursuant to City Code, City Commission approval of these expenditures is required because the expenditures exceed the \$75,000 threshold purchase limit by a single department from the same vendor in a single fiscal year and for the renewal of contracts that were entered into pursuant to approval of the City Commission and provide for one or more renewals ; and

WHEREAS, the City Manager recommends approving the second one year renewal for the City of Miramar fiber backbone office interconnections agreement with Comcast in an amount of \$768,000; and

WHEREAS, the City Commission deems it in the best interests of the citizens and residents of the City of Miramar to approve the second one-year renewal for the City of Miramar fiber backbone office interconnections with Comcast in the amount of \$768,000.

Temp. Reso. No. 8742
5/28/26
6/26/26

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the second one-year renewal for City of Miramar City fiber backbone office interconnections agreement with Comcast Business Communications, LLC in an amount not-to-exceed \$768,000 and authorizes the City Manager to execute the Second Renewal Agreement attached hereto as Exhibit “A,” together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City Officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 8742
5/28/26
6/26/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

Amendment No. FI-199479-abrav/A2

SECOND AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. FI-199479-abrav

This Second Amendment (“Second Amendment”) made effective as of July 7, 2026 (“Effective Date”) to modify Comcast Enterprise Services Master Service Agreement No. FI-199479-abrav (“Agreement”), to include the First Amendment thereto, dated September 16, 2020 (collectively the “Amended Agreement”), is entered into by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Miramar (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”.

Whereas, the Parties desire to further amend the Amended Agreement by this Second Amendment to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Second Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used and not defined in this Second Amendment have the respective meanings assigned to them in the Amended Agreement.
2. At Customer’s request, Customer hereby exercises the first of its five (5) optional one (1) year renewal options (“Renewal Option One”), thus, the Amended Agreement is renewed for an additional one (1) year term in accordance therewith. For the avoidance of doubt, the Term of Renewal Option One shall expire on July 6, 2027.
3. In the event of an explicit conflict between this Second Amendment and the Amended Agreement, the terms and conditions of this Second Amendment shall take precedence in the interpretation of the explicit matter in question.

IN WITNESS WHEREOF, the Parties hereto have executed this Second 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. Except as otherwise modified by this Second Amendment, all other terms and conditions set forth in the Amended Agreement shall remain in full force and effect.

City of Miramar	Comcast Cable Communications Management, LLC
Signature:	Signature: ^{Signed by:} <i>Michael J Mazza</i>
Printed Name:	Printed Name: Michael J Mazza
Title:	Title: Vice President
Date:	Date: 7/7/2026

E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

CITY OF MIRAMAR, FLORIDA

By: _____
Dr. Roy L. Virgin , City Manager

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By _____
Austin Pamies Norris Weeks Powell, P.L.L.C
City Attorney

CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: September 16, 2020

Presenter's Name and Title: Joseph Castelli, Information Technology Network Manager

Prepared By: Joseph Castelli, Network Manager

Temp. Reso. Number: 7248

Item Description: Temp. Reso. #7248 APPROVING THE AWARD OF REQUEST FOR PROPOSALS No. 20-05-18 FOR FIBER BACKBONE OFFICE INTERCONNECTIONS TO COMCAST BUSINESS COMMUNICATIONS, LLC THE HIGHEST RATED RESPONSIVE RESPONSIBLE PROPOSER FOR A TERM OF FIVE YEARS WITH THE OPTION TO RENEW FOR FIVE ADDITIONAL ONE-YEAR TERMS IN AN ANNUAL AMOUNT OF \$338,343; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPROPRIATE AGREEMENTS.

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk:

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Funding in the amount of \$ 338,343 is budgeted in GL Account # 504-58-581-516-000-604100 to cover the cost for FY 2021. Funds will be budgeted in the same GL account for subsequent years. The cost over the initial term of the contract is \$2,368,401.

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR
 - Exhibit A: Comcast Master Agreement
- Attachment(s)
 - Attachment 1: Request for Proposals No. 20-05-18
 - Attachment 2. Comcast proposal to RFP 20-05-18



CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FOR FROM: Vernon E. Hargray, City Manager 

BY: Clayton Jenkins, IT Director

DATE: September 10, 2020

RE: Temp. Reso. No. 7248 Approving the Award of RFP No. 20-05-18 for Fiber Backbone Office Interconnections to Comcast Business Communications, LLC

RECOMMENDATION: Temp. Reso. No. 7248 approving the award of Request for Proposals No. 20-05-18 for Fiber Backbone Office Interconnections to Comcast Business Communications, LLC ("Comcast") the highest rated responsive responsible proposer for a term of five years with the option to renew for five additional one-year terms in an annual amount of \$338,343 and authorizing the City Manager to execute the appropriate agreements.

ISSUE: Pursuant to the City Code, approval of the City Commission is required for the purchase of, or contract for goods and services, in excess of \$75,000 from the same person or entity within a single fiscal year.

BACKGROUND: The City of Miramar is a growing municipality and the need for reliable continued communications and connectivity to the internet to support Smart City and cloud-based initiatives is imperative. Fiber Backbone services are critical for the communications between all City facilities and are needed to provide voice and data services as well as to allow the City to communicate securely and efficiently.

The current contract for the City's Fiber Backbone services with Comcast Business began on October 1, 2015 and expires on October 1, 2020. These services include a 1GB internet connection and a connection to all City facilities.

DISCUSSION: With the current agreement between the City and Comcast for these services set to expire in October 2020, RFP No. 20-05-18 was advertised on Demandstar on June 4, 2020 to solicit for a qualified firm to provide Fiber Backbone Office Interconnection Services. The RFP was also advertised in a newspaper of general circulation. A pre-proposal conference was conducted virtually on June 16, 2020 and over

four firms were in attendance. The RFP closed on July 2, 2020 with a total of two proposals from:

1. Comcast Business Communications, LLC
2. Hotwire Communications, Ltd

A five-member selection committee met virtually via WebEx on July 14, 2020 to discuss the proposals and agreed to request oral presentations from both proposers. The oral presentations were conducted July 21, 2020. The Selection Committee discussed and scored the proposals after the oral presentations. The scores were as follow:

Rank	Vendor Name	TOTAL
1	Comcast	454.00
2	Hotwire	453.55

The scores resulted in Comcast as the highest rated responsive responsible proposer. The selection committee voted unanimously to move forward with recommendation for award to Comcast.

The new proposal from comcast includes the Community Channel, IP based T signal, enhanced reliability and increasing the internet bandwidth from 1 Gigabit to 10 Gigabit, providing for support of the Smart City initiative projects as well as cloud services projects. These services are critical for the communications between all City facilities and are needed to provide voice and data services.

Additionally, staff negotiated the term of the agreement to be five years with the option to renew for five additional one-year terms instead of seven years with three one-year renewal terms. The negotiated term will lock the City with the vendor for a shorter initial period and provide the option to do a new solicitation process if necessary.

ANALYSIS: The fees being proposed in the new contract offerings which are \$338,343 annually, represents a saving of approximately \$50,000 per year from the current cost of services to the City. The initial term of the new contract is for five years with a cost of \$1,691,715 and allows for five one-year optional renewals.

The need for reliable continued communications and connectivity to the internet to support Smart City and cloud-based initiatives is imperative. Funding of \$338,343 will be available upon Commission's approval of the City budget. Funds will be appropriated in the Information Technology FY21 budget from GL account 504-58-581-516-000-604100. As this is a seven-year contract, approval of this item will require funding to be appropriated for subsequent years.

Temp. Reso. No. 7248
9/9/20
9/9/20

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS No. 20-05-18 FOR FIBER BACKBONE OFFICE INTERCONNECTIONS TO COMCAST BUSINESS COMMUNICATIONS, LLC, THE HIGHEST RATED RESPONSIVE RESPONSIBLE PROPOSER FOR A TERM OF FIVE YEARS WITH THE OPTION TO RENEW FOR FIVE ADDITIONAL ONE-YEAR TERMS IN AN ANNUAL AMOUNT OF \$338,343; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPROPRIATE AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, these services provide internet connectivity and communications to all City offices; and

WHEREAS, these connections are vital to allowing the City to communicate securely and efficiently; and

WHEREAS, these new services include services of IP based TV signals and increased bandwidth to Internet; and

WHEREAS, these services include redundancy in communications to maintain ongoing operations and reduce service outages; and

WHEREAS, the City's current agreement is set to expire in October 2020; and

Reso. No. _____

Temp. Reso. No. 7248
9/9/20
9/9/20

WHEREAS, Request for Proposals No. 20-05-18 entitled “Fiber Backbone Office Interconnections” (“the RFP”) was advertised on Demandstar on June 4, 2020 and advertised in a newspaper of general circulation; and

WHEREAS, a pre-proposal conference was conducted on June 16, 2020 and four firms were in attendance; and

WHEREAS, the RFP closed on July 2, 2020 with a total of two proposals from Comcast Business Communications, LLC (“Comcast”) and Hotwire Communications Ltd.; and

WHEREAS, a five-member selection committee met on July 14, 2020 to discuss the proposals and agreed to request oral presentations from both firms; and

WHEREAS, oral presentations were conducted from both firms on July 21, 2020; and

WHEREAS, the selection committee discussed and scored the proposals after the oral presentations which resulted in Comcast as the highest rated responsive responsible proposer; and

WHEREAS, staff negotiated for the term of the agreement with Comcast to be for an initial five years with the option to renew for five additional one-year terms so that the City will not be locked in a long term agreement and to provide an option to do a new solicitation process if necessary; and

Temp. Reso. No. 7248
9/9/20
9/9/20

WHEREAS, pursuant to City Code, approval of the City Commission is required for the purchase of or contract for services in excess of \$75,000 from the same person or entity within a single fiscal year; and

WHEREAS, the value of the contract is \$338,343 annually totaling \$1,691,715 over the initial five-year term of the agreement; and

WHEREAS, the City Manager recommends approval of the award of RFP No. 20-05-18 to Comcast, the highest rated responsive responsible proposer for an initial term of five years with the option to renew for five additional one-year terms in an amount of \$338,343 annually; and

WHEREAS, the City Commission deems it in the best interest of the residents and citizens of the City of Miramar to approve the award of RFP No 20-05-18 to Comcast, the highest rated responsive responsible proposer and authorizes the City Manager to execute an agreement with the proposer for a term of five years with the option to renew for five additional one-year terms in an annual amount of \$338,343.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made specific part of this Resolution.

Temp. Reso. No. 7248
9/9/20
9/9/20

Section 2: That it approves the award of Request for Proposals No. 20-05-18 entitled "Fiber Backbone Office Interconnections" to Comcast Business Communications, LLC and authorizes the City Manager to execute the appropriate agreements attached hereto as Exhibit "A" together with any non-substantive changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney for an initial term of five years with the option to renew for five additional one-year terms in an annual amount of \$ 338,343.

Section 3: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this resolution shall take effect immediately upon adoption.

Temp. Reso. No. 7248
9/9/20
9/9/20

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Maxwell B. Chambers

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Vice Mayor Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Commissioner Alexandra P. Davis	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FI-199479-abrav	MSA Term: 60 months	Customer Name: City of Miramar
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CUSTOMER INFORMATION

Primary Contact: Joseph Castelli	<u>Primary Contact Address Information</u>
Title: Telecommunications Manager	Address 1: 2300 Civic Center Place
Phone: (954) 602-3099	Address 2:
Cell:	City: Miramar
Fax:	State: FL
Email: jjcastelli@miramarfl.gov	Zip Code: 33025

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page, (2) General Terms and Conditions, (3) PSA(s) and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://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 <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:

Name:

Title:

Date:

COMCAST USE ONLY (by authorized representative)

Signature:

Sales Rep: David Ingber

Name:

Sales Rep Email: david_ingber@comcast.com

Title:

Region: Florida

Date:

Division: Central

**COMCAST ENTERPRISE SERVICES
MASTER AGREEMENT**

CITY OF MIRAMAR, FLORIDA

By: _____
Vernon E. Hargray, City Manager

ATTEST:

Denise A Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By _____
City Attorney
Austin Pamies Norris Weeks Powell, PLLC

**COMCAST ENTERPRISE SERVICES
GENERAL TERMS AND CONDITIONS
("General Terms and Conditions")**

ARTICLE 1: DEFINITIONS

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

Affiliate: With respect to each party, any entity that controls, is controlled by or is under common control with such, party.

Agreement: Collectively, these General Terms and Conditions, the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment and each binding Sales Order.

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, employees, agents, suppliers, licensors, successors, and assigns, as the case may be.

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 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, 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.

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

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by a party other than Comcast or its authorized contractors for use in connection with the Services.

Network: The Comcast Equipment, facilities, fiber optic or coaxial cable associated with electronics and other equipment used to provide the Services.

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to the Services.

Sales Order: A request to provide the Services to a Service Location(s) submitted by Customer to Comcast 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.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial, non-residential use only.

Service Commencement Date: With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service, 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, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered. If not specified in a Sales Order, the Service Term shall be one (1) year from the Service Commencement Date.

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

"Website" – means the Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy and the Use Policies 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 shall submit a properly completed Sales Order to Comcast. Such Sales Order shall become binding on the parties upon the earlier of (i) Comcast's notice to Customer that it accepts such Sales Order, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins installation or construction for delivery of the Services. Each Sales Order 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. 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 five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer shall be deemed to have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.2 Access. In order to deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space (“Access”) within and/or outside each Service Location. Within 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 cancel or terminate Service at such Service Location pursuant to Article 4.3 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, 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. Customer shall not move, rearrange, disconnect, remove, 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. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance 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, 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. 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 (i.e., 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. 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.

2.5 Network, Intellectual Property and IP Addresses.

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. For a period of twelve (12) months following Comcast’s discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

B. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/online addresses provided in connection with such Services, including, but not limited to, Internet Protocol addresses, e-mail addresses and web addresses.

C. 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.

D. 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 updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

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, (i) any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies 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 and (ii) charges incurred as the result of fraudulent or unauthorized use of the Services. 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

charges applicable to (i) Ethernet, Internet and/or Video Services at any time after the expiration of the initial Service Term and (ii) any other services at any time; provided, that, Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring 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 further liability. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing.

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 Service fees, payment obligations and taxes that become applicable retroactively.

3.2 Payment Terms; Disputes

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage based charges 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. 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. 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 Customer's receipt of the applicable invoice.

3.3 Credit Approval and Deposits. Initial and ongoing 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, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer.

ARTICLE 4. TERM & TERMINATION

4.1 Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), 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 MSA Term, such Sales Order shall continue to be governed by the terms and conditions of the Agreement.

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) at any time, upon thirty (30) days prior written notice to Comcast. Comcast may terminate the Agreement upon notice if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

4.3 Termination for Cause. If either party breaches any material term 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 materially affected by the breach. Either party may terminate a Sales Order immediately upon notice to the other party if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

4.4 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason (i) Comcast shall disconnect the applicable Service, (ii) Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems and (iii) Comcast may assess and collect from Customer applicable Termination Charges. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

5.1 Limitation of Liability.

A. 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 THREE (3) 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 GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF IP 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 AGGREGATE AMOUNT OF FEES RECEIVED BY COMCAST FROM CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE IP CLAIM FIRST AROSE.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (1) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (2) ANY

ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (3) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; 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.

D. NOTWITHSTANDING ANYTHING TO 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 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 AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

5.2 Disclaimer of Warranties. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, 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.

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), 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 gross negligence or willful misconduct of Comcast while working on the Service Locations.

6.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast 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, slander, 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 or demand that the Indemnified Party has determined has given or would reasonably be expected to give rise to such 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 reasonably satisfactory to the Indemnified 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 claim for which indemnification is available; 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 claim 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), 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. 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.

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; USE AND PRIVACY POLICIES

8.1 Prohibited Uses; Comcast Use 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 any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and 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 may not sell, resell, sublicense, 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. Customer acknowledges and agrees that Customer's and its users' use of Services shall be subject to Comcast's acceptable use policies ("AUPs") and security policies (together with the AUPs, the "Use Policies") that may limit Customer's and its users' use of the Services. The Use Policies are posted on the Website, and are incorporated into this Agreement by reference. Comcast reserves the right to act immediately and without notice to (i) terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use or information is in violation of this Article 8.1 or the Use Policies and (ii) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast's commercial privacy policy (the "Privacy Policy") applies to Comcast's handling of Customer confidential information. The Privacy Policy is available on the Website. Notwithstanding the foregoing or anything to the contrary contained in the Agreement or the Privacy Policy, 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.

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 of any other interest hereunder, without the prior written consent of

Comcast, which shall not be unreasonably withheld. 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 facsimile (confirmed by first-class 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 Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. 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. 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 Agreement (including these General Terms and Conditions and the PSAs), and any related policies (including the Use Policies 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 Revision’s impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer’s sole and exclusive remedy for any Revisions. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

9.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or 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 with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. 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 either party, the affected party may terminate the applicable Sales Order upon a minimum thirty (30) days’ prior written notice to the other party, without further liability.

9.6 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.

9.7 Choice of Law; Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

9.8 No Third Party Beneficiaries; Independent Contractors. 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.

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

ATTACHMENT IDENTIFIER: Ethernet Dedicated Internet, Version 1.11

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

DEFINITIONS

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

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

“**HFC Network**” means a hybrid fiber coax network

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

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

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

“**Service(s)**” means Ethernet Dedicated Internet Services.

ARTICLE 1. SERVICES

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

ARTICLE 2. PROVIDER

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

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

ARTICLE 3. CUSTOM INSTALLATION FEES

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

ARTICLE 4. PROVISIONING INTERVAL

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

ARTICLE 5. SERVICE COMMENCEMENT DATE

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

**ARTICLE 6. TERMINATION CHARGES;
PORTABILITY; UPGRADES**

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

6.2 Termination Charges for On-Net Services.

A. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order, but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing

to install the On-Net Service plus twenty percent (20%).

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

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

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

C. Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall also pay any third-party service provider ancillary fees incurred by Comcast due to the early termination of Service by the Customer.

6.3 Exclusions. Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.

6.4 Portability. Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (*i.e.*, activate Service with termination points on Comcast's network that are different than those of the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were

waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

6.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that: (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

ARTICLE 7. ADDITIONAL INFORMATION

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

ARTICLE 8. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT

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

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

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

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

Service Descriptions

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

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

WITH RESPECT TO THE TMS, THIS PSA ONLY APPLIES TO CUSTOMERS THAT PURCHASED THE TMS (INCLUDING THE EMERGENCY SERVICE OR SUBSCRIPTION SERVICE) PRIOR TO MARCH 5, 2019. IF A CUSTOMER PURCHASED COMCAST'S DDoS MITIGATION SERVICE ON OR AFTER MARCH 5, 2019, SUCH SERVICE IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS CONTAINED IN THE DDoS MITIGATION SERVICES – PRODUCT SPECIFIC ATTACHMENT, WHICH IS AVAILABLE ON THE WEBSITE.

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

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

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

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

- C. Customer has a choice of On-Demand or Automatic mitigation options under the Subscription Service:
 - a. **On-Demand.** Customer must authorize Comcast by phone to initiate mitigation. Time to mitigate (the “Mitigation Interval”) is the elapsed time from when the customer authorizes Comcast to enable mitigation until Comcast initiates mitigation of any attack traffic.
 - b. **Automatic.** With the Automatic mitigation option, no Customer intervention is required. Comcast’s scrubbing platform automatically initiates mitigation when an alert is generated due to the detection of attack traffic exceeding pre-set thresholds. The Mitigation Interval is the elapsed time from when the alert is generated to when Comcast initiates mitigation of any attack traffic.
- D. For those Customers receiving the Subscription Service that request additional Mitigation Incidents beyond the pre-determined limits ordered, incremental charges may apply. A “Mitigation Incident” is defined as one (1) twenty-four (24) hour window in which Comcast provides Customer with DDoS mitigation assistance as set forth above.

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

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

EDI Technical Specifications.

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

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

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

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

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

4. **Layer 2 Control Protocol (“L2CP”) Processing.** All L2CP frames are discarded at the UNI.
5. **IP Address Allocation.** IP address space is a finite resource that is an essential requirement for all Internet access services. Comcast assigns up to two (2) routable IP addresses to each customer circuit. Customer can obtain additional IP addresses if required based on American Registry for Internet Numbers (“ARIN”) guidelines and by completing an IP address request form; additional charges may apply.
6. **Domain Name Service.** Comcast provides primary and secondary Domain Name Service (“DNS”). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.
7. **Border Gateway Protocol (“BGP”) Routing.** Comcast supports BGP-4 routing (“BGP-4”) as an optional service feature. BGP-4 allows Customers to efficiently multi-home across multiple ISP networks. This optional service feature requires an Autonomous System Number (ASN) be assigned to a customer by the ARIN. Customers should also be proficient in BGP routing protocol to provision and maintain this optional service feature on their router. Additional information and requirements for BGP routing will be provided to the Customer upon request. Comcast supports private peering if the Customer is multi-homed only to Comcast’s network.

8. Monitoring, Technical Support and Maintenance

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

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

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

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

Response and Restoration Standards

Comcast has the following response and restoration objectives:

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

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

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

COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES

SCHEDULE A-2
SERVICE LEVEL AGREEMENT

Comcast’s Ethernet Dedicated Internet Service is backed by the following Service Level Agreement (“SLA”):

A. Definitions

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

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

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

B. EDI Service Level Agreements

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

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

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

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

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

At least 24 hours or greater	50% of Total MRC
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THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 50% of THAT MONTH’S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

2. DDoS Mitigation Services Service Level Agreement

a. Service Delivery Interval

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

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

b. Mitigation Interval

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

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

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

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

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

C. Exceptions and Terms applicable to all SLAs

Emergency Blocking

The parties agree that if either Party hereto, in its reasonable and sole discretion, determines that an emergency action is

necessary to protect its own network, the Party may, after engaging in reasonable and good faith efforts to notify the other Party of the need to block, block any transmission path over its network by the other Party where transmissions do not meet material standard industry requirements. The Parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the Party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no Party will have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

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

Exceptions to Credit Allowances

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

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, Liability, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives and Mitigation Intervals.

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

ATTACHMENT IDENTIFIER: Ethernet Transport, Version 1.9

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

DEFINITIONS

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

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

"HFC Network" means a hybrid fiber coax network.

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

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

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

"Service(s)" means Ethernet Transport Services.

ARTICLE 1. SERVICES

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

ARTICLE 2. PROVIDER

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

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

ARTICLE 3. REGULATORY APPROVAL; TRAFFIC MIX

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Customer represents that its use of Service hereunder will be jurisdictionally interstate. Customer agrees to indemnify and hold Comcast harmless from any claims by third parties resulting from or arising out of Customer's failure to properly represent or certify the jurisdictional nature of its use of the Service(s).

ARTICLE 4. CUSTOM INSTALLATION FEE

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

ARTICLE 5. PROVISIONING INTERVAL

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

ARTICLE 6. SERVICE COMMENCEMENT DATE

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

ARTICLE 7. TERMINATION CHARGES; PORTABILITY; UPGRADES

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

7.2 Termination Charges for On-Net Services.

A. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service plus twenty percent (20%).

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

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

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

C. Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall also pay any third-party charges incurred by Comcast as a result of the early termination of Service by the Customer.

7.3 Exclusions. Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.

7.4 Portability. Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (i.e., activate Service with termination points

on Comcast's network that are different than those of the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

7.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

ARTICLE 8. ADDITIONAL INFORMATION

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

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

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

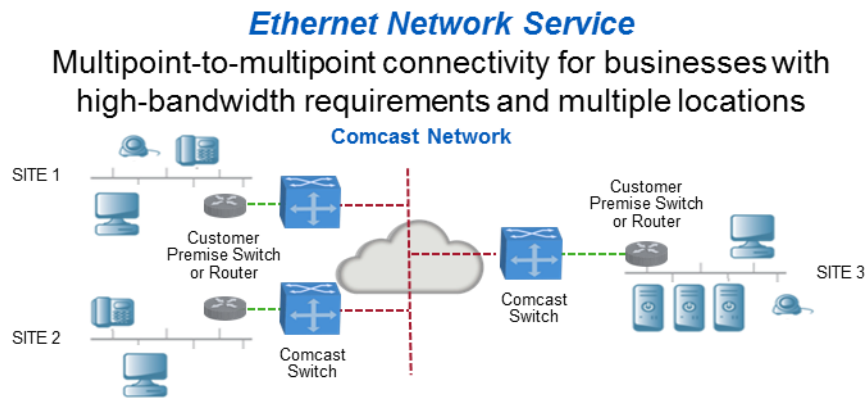
**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

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

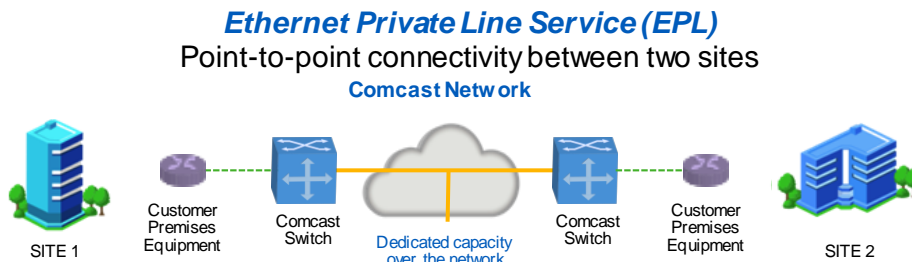
Comcast's Ethernet Transport Services will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

Service Descriptions

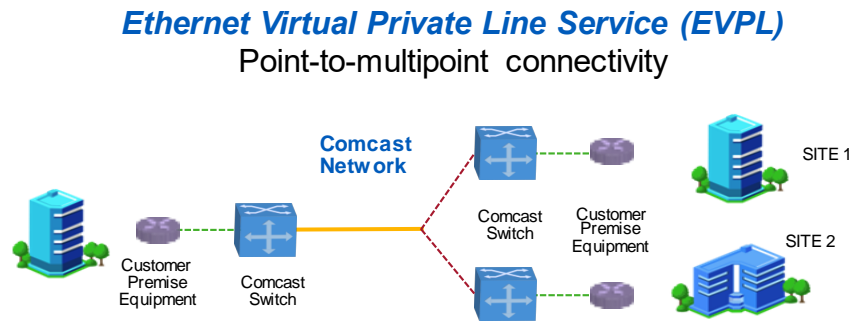
Ethernet Network Service (ENS) enables Customer to connect physically distributed locations across a Metropolitan Area Network (MAN) or Wide Area Network (WAN) as if they are on the same Local Area Network (LAN). The Service provides VLAN transparency enabling Customer to implement their own VLANs without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



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



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



Multiple Access Options

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

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

Ethernet Virtual Circuit (EVC) Area Types

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

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

Ethernet Transport Technical Specifications

1. Ethernet User-to-Network Interface

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

UNI Speed	UNI Physical Interface
100 Mbps	100BaseT
1 Gbps	1000Base T or 1000BaseSX
10 Gbps	10GBase-SR or 10GBase-LR

CIR Increments	CBS (bytes)
10 Mbps	25,000
100 Mbps	250,000
1 Gbps	2,500,000
10 Gbps	25,000,000

2. Class of Service (CoS) Options

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

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

3. CoS Identification and Marking

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

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

4. Mac Learning and Forwarding (ENS Service)

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

5. Traffic Management

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

6. Maximum Frame Size

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

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

7. Customer Traffic Transparency

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

8. Ethernet Service Frame Disposition

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

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

ENS Services only:

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

EVPL Services only:

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

Monitoring, Technical Support and Maintenance

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

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

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

Customer Responsibilities

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

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

- Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- Provide secure space sufficient for access to one (1) standard, free standing, equipment cabinet at each of the Customer facilities, no further than fifty feet from the Customer router or switch interface.
- Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the Demarcation Point.
- Locate and mark all private underground utilities (water, electric, etc.) along path of new underground placement not covered by utility companies.
- Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each Customer location.
- The Customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.
- Provide UPS AC power equipment, circuit sizing to be determined, if applicable.
- Emergency local generator backup service, if applicable.
- Provide access to the buildings and Demarcation Point at each Customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- Provide, install and maintain a device that is capable of interconnecting network traffic between the Service and the Customer's Local Area Network (LAN).
- Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

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

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

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

A. Definitions:

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

Definitions

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

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

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

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

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

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

B. Ethernet Transport Service Level Agreements

1. Availability SLA

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

Amendment No. FI-199479-abrav/A1

FIRST AMENDMENT
to
Master Services Agreement No. FI-199479-abrav

This First Amendment (“Amendment”) made effective as of October 30, 2025 (“Effective Date”), is entered into by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Miramar (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”.

Whereas, the Parties desire to amend the Agreement by this First Amendment to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Amended Agreement.
2. At the request of the Customer, Comcast shall renew Master Services Agreement FI-199479-abrav, for one (1) year, utilizing the first of Customer’s five (5) optional one (1) year renewal options, and providing customer with a Sales Order PA Renewal Term not to exceed twelve (12) months.
3. This Amendment shall commence as of the Effective Date set forth herein and is coterminous with the original Agreement.
4. This first of five (5) additional one-year renewal options, shall have a contract period of September 18, 2025 through September 17, 2026.

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. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Miramar		Comcast Cable Communications Management, LLC	
Signature:		Signature:	<i>Rich Rollins</i>
Printed Name:		Printed Name:	Rich Rollins
Title:		Title:	VP of Business Service, Florida Region
Date:		Date:	10/30/2025