## **COMCAST MANAGED ENTERPRISE SERVICES**

# PRODUCT-SPECIFIC ATTACHMENT

## MANAGED SERVICES

## VERSION 1.0

#### ARTICLE 1. MANAGED SERVICES OVERVIEW.

Comcast can provide a customizable comprehensive managed service offering to Customer that integrates services and required components with the Customer's unique network configuration. Each SOW entered into under this PSA provides a detailed Scope of Services that describes the required material components, the required labor and all fees associated with each element of Managed Service(s) within the defined Service Boundary. For purposes of this Attachment "Service Boundary" shall mean the physical and/or logical part of the Customer's network located at a Service Location for which Comcast is providing Managed Services.

- **1.1** <u>Customer Support Organization</u>. Customer shall assign a point of contact (POC), which shall be the primary interface with Comcast resources responsible for service delivery. Customer shall identify the means of contacting the POC and the Customer managers involved in escalation and their contact information.
- **1.2** <u>Geographic Coverage.</u> Comcast shall provide Managed Services for Customer's designated network(s) area at the Service Location(s).
- **1.3** Principal Period of Service (PPS). Unless otherwise specified in an SOW entered into pursuant to this PSA, the Principal Period of Service (PPS) is defined as Monday Friday, 8:00 A.M. to 5:00 P.M., Local (Service Location) Time.
- 1.4 Fees. Fees for Managed Services shall be contained in SOWs or Sales Orders entered into pursuant to this PSA. For all labor-based rates that are included in this PSA or any SOW or Sales Order entered into pursuant to this PSA, Comcast reserves the right to adjust such rates by the CPI Adjustment on an annual basis during the Service Term and any Renewal Term, effective as of the first day of each year. For purposes of this section, "CPI Adjustment" means an amount equal to the percentage increase in the "Urban Wage Earners and Clerical Workers-All Items" consumer price index (CPI-W) published by the "U.S. Department of Labor" for the most recent twelve (12) month period for which statistics are available determined by comparing such index to the index quoted for the immediately prior twelve (12) month period.

## ARTICLE 2. MANAGED SERVICES DEFINITIONS

2.1 <u>Service Boundary Definition</u>. The service levels that accompany Comcast's Service Boundary responsibilities are defined by and agreed upon by both Parties within the Agreement and each applicable SOW and may differ SOW by

SOW and/or Service Location by Service Location and/or device by device.

2.2 <u>Managed Services Options.</u> Following SOW acceptance and Managed Services installation, Comcast shall provide Managed Services within the defined Service Boundary of the Customer's network(s). Comcast shall operate and support elements of the network within the Service Boundary, receive notification of required maintenance, service degradation or interruption or other requested tasks from the Customer or other appropriate source and then respond according to the needs of the Customer, its partners and/or its clients to engage the issue accordingly as specified in the applicable SOW.

## ARTICLE 3. EQUIPMENT/MATERIAL

MAINTENANCE. Maintenance or repairs to equipment or materials designated in a Service Boundary attributable to and/or necessitated by unauthorized attempts by Customer to maintain the equipment, willful or accidental fault or negligence of Customer, improper use or misuse of the equipment by Customer, causes external to the equipment, such as, but not limited to, power failure, air conditioning failure, or failure or malfunction of the attached and/or adjacent structured distribution systems, abnormal power fluctuations, failures or accidents, casualty, neglect, acts of god, manufacturer's defects out-of-box, manufacturer's known defects or other performance affecting events not caused by Comcast shall not be considered part of Comcast's normal duties to maintain and any required repair or replacement with associated costs will be chargeable at Comcast's Out of Scope Rates contained on Schedule 2 of this PSA (the "Out of Scope Rates"). Costs incurred by Comcast and associated with equipment returned to Comcast that upon inspection is determined to be fully operational ("no trouble found"), will be chargeable to Customer at Comcast's Out of Scope Rates. Costs incurred by Comcast and associated with the accountability and condition of equipment Customer is responsible for managing, will be chargeable at Comcast's Out of Scope Rates (including replacement equipment). Equipment damaged during transit that was not arranged by Comcast is not the responsibility of Comcast. Comcast's repair and maintenance responsibilities do not extend to equipment of the public network nor is Comcast responsible for malfunctions in the communication system or equipment caused by malfunctions in the public network or caused by abuse or misuse of the communication system or equipment by other than Comcast. However, Comcast shall cooperate fully with the local telephone utility or other common carrier to isolate malfunctions to determine responsibility for correction thereof.

At all times during the Service Term or any Renewal Term, hardware procured by Comcast and installed in the Customer's facilities is considered in the custody of the Customer and is the property of Comcast unless otherwise specified in writing and agreed upon by both parties. Damage to the aforementioned property while in the custody of the Customer is the Customer's responsibility including all repair and replacement costs.

There is no condition under this Agreement whereby Comcast is required to remove Equipment, third party hardware or decommission circuits as part of a termination initiated by the Customer.

ARTICLE 4. SERVICE LEVEL AGREEMENT RAMP <u>UP PERIOD</u>. Comcast strives to achieve all service levels from the start of the SOW. However, Comcast is contractually relieved of service level requirements specified in any SOW for the first ninety (90) days immediately following the Service Commencement Date at any Service Location. Any remedies, including service level credits, set forth in any SOW shall be the Customer's sole and exclusive remedy for any failure to meet the specified service levels.

**ARTICLE 5. WARRANTY. COMCAST REPRESENTS** AND WARRANTS THAT THE MANAGED SERVICE(S) (INCLUDING DELIVERABLES, IF ANY, EXCLUDING ANY WIRING) SHALL MATERIALLY CONFORM TO ALL RELEVANT SPECIFICATIONS FOR A PERIOD OF ONE (1) YEAR FROM DELIVERY TO COMCAST AGREES TO CORRECT CUSTOMER. PROMPTLY ANY SUCH SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) NOT IN COMPLIANCE WITH THIS WARRANTY. COMCAST RESERVES THE RIGHT TO CHARGE FOR RE-PERFORMANCE IF COMCAST DETERMINES THAT THE NONCONFORMITY WAS CAUSED BY (I) ISSUES RELATED TO CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT; (II) UNAUTHORIZED ALTERATION OR MANIPULATION OF THE HARDWARE OR SOFTWARE, OR (III) BY A FORCE MAJEURE EVENT. THE CHARGE FOR RE-PERFORMANCE WILL BE THOSE CHARGES RELATED SPECIFICALLY TO THE NONCONFORMING SERVICE(S) OR DELIVERABLE(S) AS SET FORTH IN THE ORDERING DOCUMENT. COMCAST AND CUSTOMER ACKNOWLEDGE THIS AGREEMENT CONFERS NO WARRANTIES FOR THE EQUIPMENT MAINTAINED BY COMCAST WHETHER SAID EQUIPMENT WAS DESIGNED OR MANUFACTURED BY COMCAST OR ANOTHER MANUFACTURING ENTITY.

## ARTICLE 6. SPECIAL CIRCUMSTANCES.

Special circumstances may require additional non-standard work (out-of-scope) at the Customer's Service Location or at a Customer facility necessary to move and/or properly activate and deliver the defined Managed Service or may come at the request of the Customer for an unrelated activity prior to the initial Service Location visit. Comcast may act as a duly authorized agent on behalf of the Customer only for the purposes of authorizing right of entry for construction of communications facilities on Customer designated Service Locations.

# **ARTICLE 7. ADDITIONAL SERVICE TERMS.**

- **7.1** Equipment. Customer is ultimately responsible for damaged or inoperable equipment as a result of instructions delivered by the Customer. Comcast has no liability unless such damage or inoperability is caused by the gross negligence of Comcast.
- 7.2 Security at the Service Location/Liability for Loss. Customer is responsible for providing physical security at all times to large construction equipment (i.e. personnel lifts, ladders, etc.) or other Company-provided equipment used to provide the Service at the Service Location regardless of where the equipment is placed on the property. Customer is responsible for damage to, or loss of, such equipment caused by its acts or omissions, and its noncompliance with this Article and/or the Agreement, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.
- **7.3 Data Backup**. Pursuant to the Agreement, Comcast is not responsible for data backup, loss, or retrieval associated with performance of the Managed Services.
- 7.4 In the event that Comcast is obligated to indemnify the Customer under Section 7.1 of the General Terms and Conditions as a result of any infringement of a U.S. patent or copyright related to Comcast Equipment or Licensed Software and such Comcast Equipment or Licensed Software is provided by a third party, Comcast's indemnification obligation under Section 7.1 is conditioned on Comcast having the right to indemnification from such third party provider for the applicable Comcast Equipment or Licensed Software and the Customer's sole and exclusive remedy against Comcast is limited to the pass through to the Customer of any amounts of damages applicable to the Customer that Comcast is able to recover pursuant to Comcast's agreement with such third party provider. Notwithstanding the foregoing, at the written request of the Customer and at the Customer's expense, Comcast shall (x) enforce all of its rights and obligations under its agreements with such third party provider(s) (including, without limitation, the indemnification rights under such agreements), and (y) pass through to the Customer any damages applicable to the Customer that are actually received from such third party provider. To the extent that the Customer, Comcast and/or any other client of Comcast pursues claims against a third party provider, then any damages applicable to the Customer that are actually received from such third party provider related to such claims shall be allocated equitably among all affected parties.

# ARTICLE 8. DELAYS WHILE ON SERVICE LOCATION. All necessary Service Location preparation will be completed by Customer, unless otherwise agreed in an SOW, prior to performing the Service and any delay at a Service Location due to lack of preparation will be considered out of scope and billed at the Out of Scope Rates. Comcast must have access to designated work areas immediately upon arrival at the Service Location. Wait or on hold time with Customer or Service Location representatives or Customer designated third party that exceeds fifteen (15) minutes per visit, new construction delays, Customer help desk delays, obstructions in the designated work area or other non-Comcast

generated delays (each hour in fifteen (15) minute increments) are considered out of scope and will be billed at the Out of Scope Rates. Usernames, passwords, software images, device configurations, IP addresses or other information needed to gain access to or properly complete specified work on devices or systems subject to the SOW or Comcast-generated Sales Order form must be immediately available to Comcast upon arrival at the Service Location. Requirement for special access equipment such as lifts (access above 20ft) or safety harnesses/equipment (steel-walking) are considered out-ofscope and shall be billed at the Out of Scope Rates. Customer must provide all applicable special instruction and contact information critical to completion of the Service prior to Comcast's scheduled arrival. Power and data feeds must be present and within six (6) feet of the designated install location when required to complete the Service. Wall, floor, ceiling penetrations and pathway construction for power, voice, video, data, antenna, grounding or other physical media feeds unless otherwise specified in the SOW or Comcast-generated Sales Order form, will be billed at the Out of Scope Rates.

ARTICLE 9. TRAVEL. All travel costs associated with Customer-requested Project Management service will be billed to Customer at cost. Project Management service travel time is billable during normal business hours.

ARTICLE 10. OUT-OF-SCOPE SERVICES. Unless otherwise specified below, details of the out-of-scope work along with the associated fees shall be communicated to the Customer prior to any work beginning. Out-of-scope fees shall be charged to the Customer along with any other applicable fees during the billing interval that immediately follows the completion of such work.

Out of Scope Rates (On-Site). The Out of Scope Rates apply for general out-of-scope labor Services for the specific field personnel skill level assigned to the in scope work or identified in the SOW and is associated with one whole hour or portion thereof of labor, on-site, non-union, performed within Standard Business Hours (Monday - Friday, 8:00 a.m. to 5:00 p.m., local time at the Service Location). If a Customer requires unionized resources for Service(s), the price will be adjusted on the invoice to reflect the associated union rates. Comcast is not responsible for work stoppages that occur as a result of Customer delays. Comcast shall inform Customer of any Service effecting delays. Minor or ancillary materials (i.e., items costing individually less than \$25.00 each) will be chosen and supplied by Comcast unless a technical requirement identified in the SOW or Comcastgenerated Sales Order form includes a specific or unique product/material, in which case the Customer will be responsible for providing the item. Comcast shall use commercially reasonable efforts to select appropriate skill level, product/material that will meet all technical requirements and be the most cost effective.

10.2 Out of Scope Rates (Remote Help Desk). If directed by Customer to exceed time limits and or scope of services for call and problem management described below in the applicable SOWs, billable time shall accrue anytime Comcast personnel are engaged in call and problem management activities. Call and Problem Management

Variable Rates (additional set-up fees may apply) are as follows:

Resource	Price Per Minute (PPS)	Price Per Minute (non-PPS)		
Service Assurance Agent (SAA)	\$2.50	\$3.48		
Service Assurance Engineer (SEA)	\$2.85	\$4.78		

10.3 Out of Scope Rates (Software Development). If directed by Customer to exceed time limits and or scope of services for software development that includes integration and/or customization of software described below in the applicable SOW(s) or requested in a Change Order, billable time shall accrue anytime Comcast personnel are engaged in software development activities at a rate of \$255.00 per hour unless otherwise agreed to by both parties.

10.4 <u>Uplift Multiples.</u> Unless otherwise set forth in an SOW, the following uplift multiples shall be applied to fixed and hourly rates: Union Uplift Multiple - 1.50X, Non-PPS and Expedite (less than 48 hours' notice) - 1.50X, Holidays and Expedite (less than 24 hours' notice) - 2.00X.

charge a \$25 fee to cancel or expedite a prescheduled task, activity or visit if provided less than five (5) business days' notice by Customer. Comcast will charge a \$50 cancellation fee for cancellations if provided less than twenty-four (24) hours' notice by Customer, in addition to a dispatch fee (equal to the number of hours field personnel are engaged) in the event cancellation occurs after field personnel have departed their origination point for the cancelled destination. Comcast will charge a \$25 fee to reschedule a prescheduled task, activity or visit if less than five (5) business day notice is provided by Customer and for all subsequent reschedule requests made after the first request regardless of notice time. Comcast will charge Customer an Expedite Charge of \$150.00 per incident (per Service Location event).

10.6 Revisit & Minimum Trip Charge. Revisit trip charge is the fee associated with travel to a Customer Service Location when a revisit by Comcast is required to complete a previously schedule activity that was delayed by the Customer. The fee is per incident for travel within fifty (50) miles from the base office location of the personnel utilized. For distances over fifty (50) miles, the out of scope hourly rate included on the Out of Scope Rates shall apply and may include per Diem and overnight accommodations; Revisit and Minimum Trip Charge: \$150.00 per event outside the scope of services described herein.

# **ARTICLE 11. CUSTOMER RESPONSIBILITIES.**

These responsibilities are intended to insure the best possible operating environment for the equipment within the Service Boundary for trouble-free operation and service. Therefore, Customer agrees to:

- Promptly advise Comcast of any equipment malfunction regardless of cause.
- Provide adequate support and resolution to any network or CE problem that Comcast does not have direct

- responsibility that affects overall WAN and Service Location performance.
- Maintain equipment environment in a clean, ventilated room free of hazardous equipment or material.
- Maintain the temperature and humidity of the physical space containing the Service Boundary within the manufacturer's specified operating ranges.
- Provide a lockable door to the physical space containing the Service Boundary.
- When required by terms of the applicable SOW, allow access to equipment as required by Comcast's field personnel.
- When required by terms of the applicable SOW, limit access to physical space containing the Service Boundary to Authorized Personnel only.
- Allow maintenance inspections during normal working hours.
- Notify Comcast in writing immediately prior to any software upgrades or changes of any kind to equipment inside the Service Boundary. Failure to do so will impede Comcast's ability to properly support the operation of the network. Comcast is not responsible for failure of any aspect of this Agreement if notification of software upgrades or changes of any kind is not made immediately prior to such upgrade or change. During the term of this Agreement, Customer shall operate the equipment strictly in the manner prescribed by manufacturer and shall not alter or permit the alteration of any of the equipment or software programs without the prior written notification of Comcast.
- Allow Comcast access to Service Location end user personnel for the Customer purposes of visit coordination and remedial support.
- Authorize Comcast to act as Customer's representative for the ordering, provisioning, management and disconnection of Customer and its end users' communications facilities and services that Customer may order from time to time. Customer shall provide Comcast with access to Customer's and its end users'

hardware and software systems, endpoints and any other facilities which access to is reasonably necessary for Comcast to perform its obligations under this Agreement, and all information reasonably requested or required (including without limitation information about each endpoint and Customer and end user account information) to allow for the successful provision of the services. A letter of agency may be required by property management if the facility where service is to be rendered is not a property owned by Customer.

# **ARTICLE 12. INSPECTION AND CERTIFICATION.**

If new or existing Customer-Provided Equipment designated for inclusion in Service Boundary (includes new and non-new equipment placed in service at or prior to the commencement of service or any Customer-owned or controlled refurbished equipment regardless of when it was placed in service) was not under Comcast's maintenance service responsibility immediately prior to the commencement of service under this PSA, it shall be subject to inspection by Comcast at Customer's expense to determine if it is in good operating condition which, for the purposes of this PSA, is defined as the level established for equipment maintained by Comcast. Any repairs or adjustments then deemed necessary by Comcast to bring such Customer-Provided Equipment up to good operating condition shall be made by Comcast, at Customer's expense, prior to commencement of maintenance service and charges therefor. If Customer elects not to have Comcast make such repair or adjustments, the obligations of the parties under this Agreement, except for payment of the inspection fee, shall terminate. Customer may waive the inspection by certifying in writing expected annual failure rates by device and certifying in writing that all devices subject to this PSA is in good operating condition prior to commencement of maintenance under this PSA for each device to be maintained. If, at any time during the term of any SOW annual failure rates for covered devices or subcomponents within the Service Boundary exceed 125% of Customer-certified expected annual failure rates for any device or subcomponent, Comcast shall invoice all such events at the appropriate Out of Scope Rates. Furthermore, Comcast may elect to immediately discontinue Managed Services on such device at its sole discretion. In the event this occurs Comcast shall notify Customer of discontinuation of service in writing.

# SCHEDULE 1 TO MANAGED SERVICES PRODUCT-SPECIFIC ATTACHMENT Risk Assessment and Management

#### RISK ASSESSMENT AND MANAGEMENT OVERVIEW

Inherent with any technology migration of this complexity are risks to cost and schedule integrity as well as to project completion itself. While the goal of Comcast at the outset of any such engagement are to complete the project scope of work on time and on budget there are genuine "outside" influences that fall outside the immediate control of Comcast and its personnel that can have a negative impact on the budget, schedule and perception of the Customer and its personnel. This Schedule obligates neither party whatsoever but seeks to identify the possible existence of some of these outside influences, highlight the consequence of their presence on the scope of work and suggest strategies to counter the associated risks. The table below is not a complete list of everything possible but rather a series of risks that Comcast has experienced in the past with similar scopes of work and circumstances. Every project is different and therefore this table and its contents may or may not apply.

EXHIBIT 1: PROJECT RISK MATRIX								
Risk Area	Description of Risk	Possible Unintended Consequence	Probability Impact		Mitigation Strategy			
Contracts	Lack of written change order process	Cost overrun, missed deadline	Medium	Medium	Auto approvals and/or Immediate approval. Back up escalation authorized to approve out of scope			
Contracts	Unclear completion criteria, acceptance/sign-off	Cost overrun, missed deadline	Medium	Medium	Agree on reporting criteria and sign-off process prior to project start			
Contracts	Unclear out of scope conditions	Cost overrun, missed deadline	Medium	Medium	Comcast & Customer PM to document and agree to written definitions of out of scope prior to start			
Engineering/Design	Field firmware upgrade by Comcast tech	Cost overrun, missed deadline	Medium	High	Avoid the need to upgrade in the field by conducting thorough pilot			
Engineering/Design	Firmware upgrade by Comcast remote TAC via image download from local USB drive	Cost overrun, missed deadline	Medium	High	Avoid the need to upgrade in the field by conducting thorough pilot			
Engineering/Design	Inaccurate or lack of network map and/or communication flow for egress filters	Cost overrun, missed deadline	Medium	Medium	Fully define map and data flow in advance and then do not modify after deployment phase begins			
Engineering/Design	Installation script under developed	Cost overrun, missed deadline	Medium	Medium	Furnish all known information during design phase and conduct thorough pilot or beta			
Engineering/Design	Lack of clarity on what constitutes acceptable wireless signal strength	Cost overrun, missed deadline	Medium	Medium	Be fully versant on 3G and 4G technologies and the integrated performance diagnostics tools and their definitions			
Engineering/Design	Cross platform integration	Cost overrun, missed deadline	Medium	Medium	If mixing edge and core equipment manufacturers account for greater integration and design costs and a longer pilot			
Engineering/Design	Unstable firmware	Cost overrun, missed deadline	Medium	Medium	Avoid the need to upgrade in the field by conducting thorough pilot			
Engineering/Design	Unclear cutover process - Service Location test out compromised	Cost overrun, missed deadline	High	High	Poor process definitions and multi-party cutovers take longer and have a lower success rate and eliminating parties and defining process will save money and time			
Provisioning	"Dry pair" not tagged by carrier	Cost overrun, missed deadline	Medium	Medium	Comcast accounts for % of revisits based on this in its price but resulting delays are unavoidable			
Provisioning	Demarcation extensions required	Cost overrun, missed deadline	Medium	Medium	All "make-ready" should be complete prior to Comcast arrival			
Resources	Equipment delays – effect timeline and resources	Cost overrun, missed deadline	Medium	High	Comcast strongly recommends shipping from Comcast all materials to ensure timely arrival and accountability			
Project Management	Selective assignment of Service Locations, selective release of order feeds	Cost overrun, missed deadline	Medium	Medium	Price quoted is based on Comcast's understanding of schedule control at time of contract execution. Changes to the way orders are fed to Comcast will impact cost			
Project Management	Time constraints onsite	Cost overrun, missed deadline	Medium	Medium	Price quoted is based on Comcast understanding of access times at time of contract execution and changes to the Service Location availability will impact cost			
Project Management	Restrictions on access for construction	Cost overrun, missed deadline	Medium	Medium	Price quoted is based on Comcast understanding of construction constraints at time of contract execution and changes to the construction constraints will impact cost			

Project Management	Unrealistic expectations on carrier/provider communications and responsiveness	Cost overrun, missed deadline	Medium	Medium	Comcast SLAs are in place providing financial relief during deployment and/or support phases and Comcast reduces delays by carrier/provider as much as possible		
Project Management	Comcast and/or Customer team point of contacts/project influencers not disclosed	Cost overrun, missed deadline	Medium	Medium	Thorough "kick-off" meeting should be conducted where all parties on both sides are introduced and recorded in process and escalation documents		
Project Management	Parallel technology projects	Cost overrun, missed deadline	Medium	Medium	Simultaneous and precedent technology deployments within the same Service Location footprint conducted by a 3 <sup>rd</sup> party should be eliminated or rescheduled		
Project Management	Project change control-process/script changes occur without proper change management & lead time	Cost overrun, missed deadline	Medium	High	Comcast will drive High Level Change Log with Strict SLAs on Any High Level Change Reques		
Project Management	Reschedules when client contacts aren't available	Cost overrun, missed deadline	Medium	Medium	Implement strategy to notify locations of date and time of install prior to arrival		
Project Management	Lack of schedule control – Tech schedules are at risk when Service Locations are prioritized by Client	Cost overrun, missed deadline	Medium	High	Refrain from schedule changes after schedule confirmation is finalized		
Telecommunications	Circuit goes down after completed install and tech offsite	Cost overrun, missed deadline	Medium	Medium	Comcast SLAs are in place providing financial relief during deployment and/or support phases and Comcast reduces outages by carrier/provider as much as possible		
Installation	Mall environment, access and coordination delays	Cost overrun, missed deadline	Medium	Medium	Account for more time, cost and complexity in mall environments		
Installation	Cable access and coordination delays when plant construction is required	Cost overrun, missed deadline	Medium	Medium	Account for more time, cost and complexity in cable plant construction Service Locations		
Installation	Wireless signal strength is not fixed and is subject to outside factors	Cost overrun, missed deadline	Medium	Medium	Be prepared for fluctuation in signal strength and performance and have a pre-planned action plan and budget for addressing the conditions.		

# SCHEDULE 2 TO MANAGED SERVICES PRODUCT-SPECIFIC ATTACHMENT Pricing Summary For Optional Out Of Scope Services

This Schedule 2 describes certain out-of-scope services that can be sold separately to Customer on-demand for any ancillary needs that fall outside of the terms otherwise set forth in the SOWs. The scope and terms of any such ancillary project(s) shall be agreed in an order form generated by Comcast based on Customer's request or such other method as mutually agreed by the Parties. Customer can request performance of out-of-scope services at any time during the MSA Term, with such services to be performed in accordance with the pricing below and otherwise pursuant to the terms of this Agreement.

Any Services identified on this Schedule 2 to the Managed Services PSA may be ordered by Customer by sending a written request (email confirmation between Parties is acceptable means of written confirmation) or via a request entered into the Comcast Customer Care Portal. Any such Services ordered by Customer following the execution of this Agreement shall be governed by the term of this Agreement in all cases.

		This service provides a technician at the Customer premise to provide on-site telecommunication services, as defined in a Statement						
FS0011		of Work (SOW) agreed between Comcast and the Customer.						
	Technician Services	Technician Services used for large projects will be coordinated with a project manager and dispatches will be planned at least 7 days in advance.						
		Dispatches during Normal Hours are completed between 8AM – 5PM, Monday through Friday, local Service Location time, excluding Saturday's, Sunday's and Federal or State holidays. Dispatches performed outside of Normal Hours can be accommodated for an additional charge. The following criticality applies to Technician Services dispatches:						
		<ul> <li>Criticality Dispatch (Major): on-site within 4 hours. Not available at all locations.</li> <li>Criticality Dispatch (Minor): on-site the same day.</li> <li>Criticality Dispatch (Routine): on-site the next Business Day</li> <li>Criticality Dispatch (Scheduled): on-site the second Business Day</li> </ul>						
		Customer is expected to provide the equipment or other large items required for the job. Supplies provided by Comcast and used to complete the job will be invoiced to Customer as Materials.						
		If a technician is sent to the Service Location at a time agreed to by the Customer and the Service Location refuses to allow the technician to perform the work, then the Customer will be billed for travel time or the minimum charged by the installer, whichever is higher.						
		This service provides a technician at the Customer Service Location after the Managed Connectivity installation to:						
FS0021	Installation Services: Connectivity Demark Extension	<ul> <li>1) Perform Professional Activation and Demarcation Point extension, defined as Comcast installing, terminating and testing One (1) Cat 5e cable up to 100 feet from the connectivity Demarcation Point to a Customer provided Router/Firewall in the Customer designated location.         <ul> <li>a. cable routing through dropped ceiling, wall fish or existing conduit to a location as close to the Customer's requested location as possible; and,</li> <li>b. reconnection of the Customer equipment to the extended Demarcation Point, and verification that it is communicating with the Customer's Router.</li> <li>c. Additional inside wiring costs may be required to extend the Demarcation Point beyond 100 feet. Comcast is not responsible for these additional inside wiring charges. Comcast will obtain Customer's prior approval to install any additional inside wiring on a case-by-case basis.</li> </ul> </li> <li>2) Use its reasonable efforts to install the Customer equipment at the specific location requested by Customer within the Service Location.</li> <li>The Connectivity Demark Extension service provided by Comcast assumes the following unless expressly called out in the notes below:         <ul> <li>Connectivity Demark Extension service hours are as indicated in Exhibit 3. If the time is not indicated in Exhibit 3,</li> </ul> </li> </ul>						
		<ul> <li>then Normal Hours (8AM – 5PM, Monday to Friday, excluding Saturdays, Sundays and State and Federal Holidays) is assumed; and</li> <li>The following Uplift multiples will be applied to fixed and hourly rates, increasing the price agreed unless expressly noted in the table below:         <ul> <li>Union Uplift Multiple - 1.50X;</li> <li>Expedite requests (less than 48 hours' notice) – 1.50X;</li> <li>Holidays and Expedite (less than 24 hours' notice) – 2.00X.</li> </ul> </li> <li>If the Customer:         <ul> <li>makes more than 5 changes scheduled in a single week; or,</li> </ul> </li> </ul>						

		<ul> <li>makes any change to a scheduled installation within seven (7) days of the scheduled install, there will be an installation change fee of one hundred dollars (\$100) for every change that results in an extra costs to Comcast.</li> <li>Customer to provide a safe working environment for the Comcast Technician.</li> <li>The Customer will provide access to the Service Location for the technician; and,</li> <li>All installations are only at the Customer Service Location of record; and,</li> <li>Low Voltage (Cat 5e) Cabling</li> <li>Any installation with low voltage cabling via the ceiling assumes a drop ceiling with a height no higher than twelve (12) feet from the floor; and,</li> <li>All low voltage cabling is installed inside walls. Walls are assumed to have clear and available pathways for the cabling run. Extra charges will apply if a clear and/or available pathway does not exist:</li> <li>No drilling or other activity to move through a wall, ceiling or other surface to complete the installation is included unless specifically called out in Exhibit 3, with Exhibit 3 indicating the type of surface to be drilled through (masonry, metal, wood); and</li> <li>All pricing based on continuous low voltage cabling of ten (10) feet or less; and</li> <li>No special equipment rental is included in the installation price unless specifically called out in Exhibit 3; and,</li> <li>Delays are covered in the appropriate Articles in the Managed Services PSA. Examples of Customer caused delays include:         <ul> <li>Customer inability to locate equipment; or</li> <li>Customer inability to provide immediate access to the Service Location or where the equipment is to reside; or</li> <li>Prior to arrival of the Installer, Customer has failed to provide the necessary space, power or climate controlled facilities where the equipment is to be installed at the Service Location.</li> </ul> </li> <li>As a standard, Customer will recei</li></ul>
		Locations. The invoice will display a subtotal for each Service Location and a grand total for all Service Locations combined. An electronic file with the invoice details is available to Customer upon request.  Connectivity Demark Extension services do not include:  Any permits or other local, state or federal licenses or permits;  Any required landlord permissions;
		Any installation or movement of power lines or receptacles.
FS0050	Configuration Service	A Professional Field Solution delivered by Comcast. This is a service delivered out of the Comcast Ohio warehouse for equipment shipped to the Comcast warehouse by the Customer and/or stored at the Comcast warehouse under the Comcast Spares Management Service or Short Term Storage Service.  The service offers the following for configuration of equipment:  Configuration of the equipment by Comcast to the Customer's specification.  Customer is responsible for providing the configuration details and the accuracy of the configuration.  Shipping times start when configuration of the equipment is completed.  This service is only available under this Schedule 2.  As a standard:  Upon arrival at the Comcast warehouse, items are inspected for any visible damage. If any damage is seen, Comcast will alert the Customer.  Comcast will not open any containers to confirm if the containers have the units reported on the packing list; and,  Comcast will not ensure any units are in working order; and,  Comcast is not responsible for loss or damage to items during shipping: and,  Customer is responsible for insuring items stored at the Comcast warehouse and during shipping and shall retain risk of loss for all Customer equipment maintained in the Comcast warehouse.  A Professional Field Solution delivered by Comcast. This is a service to coordinate the activities related to returning Customer
FS0051	Return to Manufacturer Approval (RMA) Service	A Professional Field Solution delivered by Comcast. This is a service to coordinate the activities related to returning Customer owned equipment under a Customer provided manufacturer's or other warranty for either repair or replacement, as dictated by the manufacturers or other warranty.  The service offers the following related to the RMA service:  Comcast handle the return of Customer owned defective equipment to the warranty provider for repair or replacement.  Customer to provide Comcast with a Letter of Authorization (LOA) allowing Comcast to act on behalf of the Customer with the warranty provider.  Customer must provide a warranty or an extended warranty for the equipment. Equipment not covered by a warranty are excluded from this program.  Customer will ship defective equipment to the Comcast Ohio warehouse. Customer is responsible for the cost of this shipping.  Comcast will contact the warranty provider, get an RMA number and ship the defective equipment to the warranty provider.  The warranty provider will repair the equipment or ship a replacement unit back to Comcast.

		<ul> <li>Customer is responsible for any shipping costs related to the warranty provider shipping the repaired or replacement equipment to Comcast or directly to the Customer.</li> <li>If the repaired or replacement equipment is shipped to Comcast, upon receipt, Comcast can:         <ul> <li>store the equipment if the Customer has purchased our Short Term Storage Service; or,</li> <li>ship the equipment to a Customer designated location. Shipment to take place within ten (10) Business Days of receipt of equipment by Comcast from the warranty provider.</li> </ul> </li> <li>Shipping Options:         <ul> <li>Customer supplied Shipping Account number: The Customer must provide a shipping account number to Comcast. All shipping charges are billed directly to the Customer by the carrier.</li> <li>All Shipping is completed between 8AM – 5PM (EST), Monday through Friday, excluding federal and state holiday. The request for shipment must be received by 2PM (EST) for the same day shipping.</li> <li>This service is only available under this Schedule 2.</li> </ul> </li> <li>As a standard:         <ul> <li>Comcast will not configure or otherwise restore the equipment to Customer settings that is returned by the warranty</li> </ul> </li> </ul>
		<ul> <li>provider as part of this service. This service can be delivered if the Customer orders the Comcast Configuration Service.</li> <li>Upon arrival at the Comcast warehouse, items are inspected for any visible damage. If any damage is seen, Comcast will alert the Customer.</li> <li>Comcast will not open any containers to confirm if the containers have the units reported on the packing list; and,</li> <li>Comcast will not ensure any units are in working order; and,</li> <li>Comcast is not responsible for loss or damage to items during shipping; and,</li> <li>Customer is responsible for insuring items stored at the Comcast warehouse and during shipping and shall retain risk of loss for all Customer equipment maintained in the Comcast warehouse.</li> </ul>
FS0043	Depot Services – Short Term Storage	Depot Services – Short Term Storage is a Professional Field Solution provided by Comcast. This is a short term storage service for telecom equipment. This service is designed to provide Comcast Customers with flexibility managing their projects. This service is not designed to be a long term storage solution.  The service offers:  Up to 6 months of short term storage: Customer is required to tell Comcast what is being stored Comcast reserves the right to refuse: Any shipment that it believes is dangerous or illegal; and, Any equipment that is deemed by Comcast to be too large for Comcast facilities or Any other equipment that Comcast has a valid business reason not to accept. Hazardous materials, chemicals or liquids or any other materials or equipment that are subject to regulatory-imposed special handling requirements are prohibited.  All storage will be done in the Comcast Ohio facility Secure and enclosed facility protected from the elements. The facility is not climate controlled. Customer will not have physical access to the items when stored at the Comcast warehouse.  Upon arrival at the Comcast warehouse, items are inspected for any visible damage. If any damage is seen, Comcast will alert the Customer.  Comcast will not open any containers to confirm if the containers have the units reported on the packing list; Comcast is not responsible for loss or damage to items during shipping; Comcast will not ensure any units are in working order; and, Customer is responsible for insuring items stored at the Comcast warehouse and during shipping and Customer shall retain risk of loss for such items maintained in the Comcast warehouse.  Service is based on cubic feet which equate to standard pallet size  32 Cubic Feet (1/2 of a standard pallet);  of a Customer is responsible of a standard pallet size  32 Cubic Feet (1/2 of a standard pallet);  of a Customer supplied Shipping Account number: The Customer must provide a shipping account number to Comcast. All shipping becames a shipping charges are billed directly

EXHIBIT 1: OUT OF SCOPE SERVICE RATES (Sold separately on-demand for ancillary needs outside the Service Boundary)								
	Field Services							
Service	Service			Decembrica		Hourly Labor Rates <sup>1</sup>		
Number	Service		Description			Engineer		
FS0011	Technician Service Criticality Dispatch – Major (4 Hours On-site)		5x8x4 PPS (M-F 8: local Service Locati		M.	\$205	\$275	
FS0011	Technician Service Criticality Dispatch – Minor (Same Day On-site) 5x8x8 PPS (M. local Service Li			00A.M 5:00P. on time)	M	\$145	\$195	
FS0011	Technician Service Criticality Dispatch – Routine (Next Day On-site)  Next Business Da local Service Location			y PPS (M-F 8:00A.M 5:00P.M. on time)		\$110	\$150	
FS0011	Technician Service Criticality Dispatch – Scheduled (Second Day+ On-site)  Second Busine local Service Local			Day PPS (M-F 8:00A.M 5:00P.M. ion time)		\$100	\$135	
	Logistics Services and Additional Spare Management Services							
Service Number	Service		ption / Principal of Service (PPS)	Service Rates	Additional Information			
FS0043	Depot Services – Short Term Storage Nationwide Coverage Available	32 Cubic Feet (1/2 pallet)		\$45 per month	<ul> <li>Monthly price is per location.</li> <li>Delivery not included.</li> <li>Add \$45 for each additional ½ pallet.</li> <li>For example, 1 ½ pallets = \$135 per month.</li> </ul>			
FS0050	Configuration			\$100	Price per piece of equipment			
FS0051	Return to Manufacturer Approval (RMA)			\$100	Price per piece of equipment (excluding shipping costs)			
FS0021	Installation: Connectivity Demark Extension	Up to 100 ft.		\$185	Price per 100 ft. of Cat 5e Plenum, excluding Travel Charge			
FS0021	Installation: Connectivity Demark Extension	101 to 200 ft.		\$240	■ Price per 200 ft. of Cat 5e Plenum, excluding Travel Charge			
FS0021	Installation: Connectivity Demark Extension	201 to 300 ft.		\$325	Price per 300 ft. of Cat 5e Plenum, excluding Travel Charge			
FS0011	Installation: Travel Charge	Travel	Charge	\$100	Per Truck Roll (1 hour round trip)			

<sup>&</sup>lt;sup>1</sup> A minimum of one (1) hour of travel time per dispatch will be included in the billing. Additional travel time may be added to billing if round trip travel is greater than 1 hour. All additional travel will be rounded up to full hour. Materials charged separately. The following uplift multiples will apply to all rates shown above with Uplift multiples to be applied to fixed and hourly: Union Uplift Multiple - 1.50X, Non-PPS and Expedite (less than 48 hours' notice) - 1.50X, Holidays and Expedite (less than 24 hours' notice) - 2.00X. International will be handled on an Individual Case Bases (ICB).