INFORMATION SHEET 02/09/2021 TRUSTEES' MEETING

ATTACHMENT: 7.2

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington, CBO

ISSUE: Category 1 E-rate RFP NO. 2020-11-1

The District is currently participating in the Federal E-rate program to received subsidized access for data connectivity under Category 1. Due to access issues at Jefferson Elementary, the RFP was structured to allow providers to offer 1 GB, 10 GB, or 1 GB at Jefferson and 10 GB at the remaining schools. Two responsive proposals were received by the January 13, 2021 deadline. The current service provider is Comcast, and is the recommended provider for the upcoming program year. Please see the scoring matrix below:

The winning proposal is attached.

		1 GB at all four sites	
	Service Provider Name:	Comcast	AT&T
	E-rate Eligible Cost:	5250/yr	5940/yr
		Lowest	
Selection Criteria	**Criteria Weight***	**Score**	**Score**
Eligible Cost	30	30	20
Service Provider meets District's minimum requirements	25	25	25
Experience with District	20	20	0
Ability to deliver service at start of funding year	15	15	15
Service Agreement	10	10	10
Other (describe)	0	0	0
	100	**100**	**70**

			10 GB at all four sites	
	Service Provider Name:		Comcast	AT&T
	E-rate Eligible Cost:		17,500/yr	11,748/yr
			Lowest	
Selection Criteria	**Criteria Weight***		**Score**	**Score**
Eligible Cost	30		20	30
Service Provider meets District's minimum requirements	25		25	25
Experience with District	20		20	0
Ability to deliver service at start of funding year	15		15	15
Service Agreement	10		10	10
Other (describe)	0		0	0
	100		**90**	**80**

			10 GB at three sites, 1 GB at one site	
	Service Provider Name:		Comcast	AT&T
	E-rate Eligible Cost:		5250/yr	n/a
			Lowest	
Selection Criteria	**Criteria Weight***		**Score**	**Score**
Eligible Cost	30		30	n/a
Service Provider meets District's minimum requirements	25		25	n/a
Experience with District	20		20	n/a
Ability to deliver service at start of funding year	15		15	n/a
Service Agreement	10		10	n/a
Other (describe)	0		0	n/a
	100		**100**	**0**

E-Rate Services Proposal

Jefferson Elementary School District

Request for Proposal

Data Services

December 8, 2020

Alex Geronimo
Strategic Enterprise Account Manager
3055 Comcast Place
Livermore, CA 94551
925-605-6088
alex_geronimo@comcast.com

COMCAST **BUSINESS**

Transmittal Letter

December 8th, 2020

Dena Whittington
Jefferson Elementary School District
1219 Whispering Wind Drive
Tracy, CA 95377

Dear Dena Whittington,

Comcast Business Communications, LLC ("Comcast") looks forward to a mutually rewarding business relationship with Jefferson Elementary School District and its representatives. Comcast is pleased to provide this proposal (the "proposal") to Jefferson Elementary School District ("Jefferson Elementary School District") for services in response to the request for proposal; form 470 application number 210003067 dated November 11th, 2020 with an allowable contract date of December 9th, 2020 for Jefferson Elementary School District.

This proposal is contingent on the State of California CALNET approval of the "Authorization to Order" (ATO) form and approval of the "Individual Price Reduction" (IPR) request.

As you proceed in the selection process, please feel free to contact your Strategic Enterprise Account Manager, Alex Geronimo, at 925-605-6088, with any questions, comments, or concerns.

No statement made in the proposal shall be considered a contractual term unless expressly included in the Services Agreement or as agreed upon by the parties as a result of contract negotiations. ***This proposal and the Comcast Services Agreement comply with all USAC guidelines, including the Lowest Corresponding Price rules***. Comcast, as part of the post bid submission process, would be amenable to negotiating limited modifications to the Services Agreement appended to the attached proposal, to address additional items (if any) that your organization feels are critical to its consideration and use of the Comcast solution.

Sincerely,
Comcast Business Communications, LLC

Terrence J. Connell
Senior Vice President

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COMCAST BUSINESS

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Comcast Business Communications, LLC, a Pennsylvania limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries (including, but not limited to, Comcast Cable Communications Management, LLC), together offering services throughout this Network Service Proposal identified as "Comcast".

Executive Summary

In the ever-changing world of communications, Comcast redefines how high bandwidth products and services are delivered. We bring scalability, reliability, resiliency, and leading-edge solutions directly to your organization. Comcast can meet your organization's communications needs quickly, efficiently, and professionally with business class service and support. Comcast is well positioned to offer long-term value to support future technology strategies. Our integrated Internet and data products are delivered over an extensive and deep advanced network that is physically diverse from the phone companies.

Comcast proposes, specifically, to provide a managed and scalable Wide Area Network and scalable Internet Access that will seamlessly link each individual site listed in the RFP. Jefferson Elementary School District will be able to exchange data at the proposed speeds from each site.

Comcast's proposal offers a flexible solution that is capable of meeting your demands. Other Comcast advantages include:

Performance

- Performance improvements and managed costs as compared to legacy WAN technologies like T1, Frame Relay, ATM, and private lines

Resilient, robust enhanced network to support your operations.

- Redundant core network architecture
- A network covering 160,000 fiber route miles

Highly reliable and scalable Ethernet data and Internet services tailored to meet your needs.

- Manageable services that grow with your business
- Bandwidth in flexible increments from 1Mbps to 100Gbps

Our Comcast Business Promise

- Dedicated Project Managers
- Proactive Monitoring to the Customer Premise
- 24x7 Dedicated Enterprise Support

Comcast is pleased to submit this proposal for advanced, efficient and affordable high-bandwidth digital communications services and looks forward to developing a solid business relationship with you and to assisting your organization in addressing its communication needs. Comcast is confident that the solutions presented in this proposal will provide a cost-effective solution that supports business objectives and quality requirements and will enhance your overall communication services portfolio.

This proposal is valid for 90 days.

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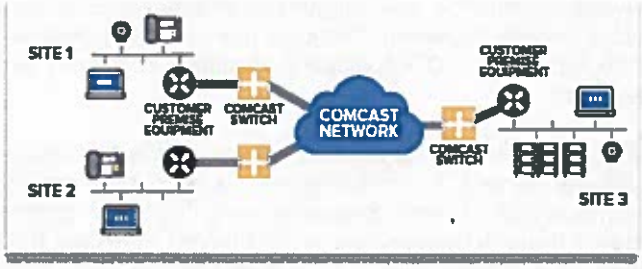
Solution Overview

Comcast is uniquely positioned to offer long-term value to support current and future technology requirements. Based on the requirements specified Comcast would specifically propose provisioning the following as a solution.

Comcast Ethernet Network Service

Comcast Ethernet Network Service is a reliable, cost effective alternative to traditional hub and spoke network topologies using Frame Relay, TDM private lines or ATM, offering a flexible and scalable network solution. Perfect for organizations with many locations and high data traffic, Comcast Ethernet Network Service enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN).



Proposed Solution

The proposed solution was designed to enable demanding IP based applications. The network easily meets the infrastructure demands of bandwidth-intensive applications and limits the need to purchase or configure additional WAN technology. This service has very high availability so that interruptions are minimized.

This is a scalable and flexible service. With Comcast, your organization gets true any-to-any connectivity which allows traffic to move from any site to any other site within the network through a single Ethernet interface.

You will also have the ability to have a network solution that meets today's requirements but is capable of scaling to other locations or to meet future bandwidth demands. If, or when, you need additional network capacity, an upgrade agreement would be negotiated with Comcast and the billing terms would be specified in that agreement.

Comcast service can easily scale to accommodate new bandwidth requirements. Comcast has uniquely diverse routing, commonly physically disparate from most other Telco provider's networks. Bandwidth can be added very quickly, often within hours.

With Comcast, your organization will leverage our extensive fiber network for a reliable and scalable network and connection to the Tier 1 Internet backbone using a simple Ethernet interface that allows for true plug and play compatibility. Additionally, with Comcast there are no local loop charges, typical with other service providers.

Summary

At each of the locations specified in this response, Comcast will install network edge equipment that will facilitate the connection between your network and ours. As part of the service, Comcast will provide, monitor and maintain the edge devices. Comcast also provides web-based monitoring and reporting tools available 24x7 upon request.

With Comcast you will receive a trusted data transport solution from the largest broadband provider offering superior flexibility in configurations and pricing. Combine our years of commercial experience with leading edge innovative technology and service capabilities and differentiation among networking service providers becomes much clearer.

Additional Services Offered

Comcast Business DDoS Mitigation Service

Comcast Business Ethernet Dedicated Internet (EDI) is enabled with threat defense and mitigation functionality to respond to DDoS volumetric and flood attacks.

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Comcast Business DDoS Mitigation is a subscription-based network service that proactively detects DDoS attack traffic, alerts the customer when an attack is under way, and initiates mitigation to thwart the attacks. Comcast Business DDoS Mitigation Service provides real-time detection of volumetric and flood attacks such as UDP Floods, Web Flood, and DNS Application Floods.

Comcast Security Operations works closely with the customer to provision the service based on customer and network information, preconfigure countermeasure options and run acceptance tests to enable effective mitigation before service activation. Comcast monitors the customer network traffic for a specified set of IP addresses to be protected. When a DDoS attack is identified, an alert is sent to the customer via email and/or SMS to notify them of the attack.

During the mitigation process, Comcast diverts the customer's traffic, including DDoS attack traffic directed at the customer servers, to scrubbing centers distributed across the U.S. to filter and remove malicious traffic matching specific attack vectors. Simultaneously, the clean legitimate traffic is forwarded to the customer's network and servers through the use of a secure tunnel. Comcast Business DDoS Mitigation enables continued uptime of the customer's Internet business services during a DDoS attack.

DDoS MITIGATION SERVICE OPTIONS
Comcast Business DDoS service options and the accompanying mitigation options are designed for customers' security sensitivities, attack frequency, and time period. Customers are mitigated 24x7x365 in the Comcast Business Security Operations Center.

A customer may choose from two subscription-based service options and associated mitigation options listed below.

Option 1: Incident-based Subscription
Your subscription includes an unlimited number of mitigation incidents in a given month with a per-incident mitigation charge. With this on-demand subscription level, you are required to turn DDoS mitigation on or off after receiving an alert notification. Once you authorize an incident, we initiate steps for detection and mitigation. And our SLA is within 15 minutes.

Option 2: Unlimited Subscription
Your subscription includes an unlimited number of mitigation incidents in a monthly billing cycle. No additional mitigation incident fees will be charged with this subscription level. With this option, there are two choices:

1. Automatic mitigation. SLA: Within 5 minutes
2. On-demand mitigation. SLA: Within 15 minutes

Managed Router

The Comcast Business Managed Router sits at the customer premises between the LAN and the network. Our router is available over internet circuits and can handle a variety of protocols to help you meet your performance requirements. The router includes a stateful firewall with standard templates or customization capabilities to meet your specific network requirements. Stateful inspection keeps track of each connection in the state table, with three standard capabilities: Disable, Normal and Strict.

Comcast Business SD-WAN

Comcast Business Software-Defined Wide Area Networking (SD-WAN) leverages our software-defined networking platform to deliver virtual network functions, creating a connectivity service that is highly available, application-oriented, simple to operate and cost-effective. A next generation virtual private network (VPN) over Internet transport, our SD-WAN solution tightly integrates a massively scalable set of virtual network functions for ease of operations and management.

At the core of Comcast Business SD-WAN are three key capabilities: VPN (securely encapsulating customer data), Internet security and firewall, and dynamic routing functions. It allows distributed enterprise WANs to be centrally configured, managed and pushed out to geographically dispersed locations consistently and cost effectively. SD-

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WAN reduces dependence on proprietary premises-based equipment and its expensive, labor-intensive management, while offering unprecedented levels of network agility.

Valuable features include application-based routing and local Internet breakout, the ability to support load balancing/failover between Comcast connections and customers' existing networks and the flexibility to support multiple WAN topologies, including any-to-any, hub and spoke and full mesh.

Managed Wi-Fi

Reliable Wi-Fi has become an essential learning tool without the constraints of wired devices. Indeed, most of the devices used today – tablets, smartphones and contemporary laptops – have no physical network connections.

Comcast Business offers a complete managed service so you can focus on core goals. Choose Managed Wi-Fi from Comcast Business and get 24/7 customer service support. We make the process easy by providing a managed Wi-Fi product that is a turnkey way for you to provide internet access to users, without the need for a dedicated IT team. From the initial evaluation of your needs, through installation and ongoing maintenance and upgrades, we offer flexible options to meet your budget's needs.

Comcast Business Voice Services

Comcast Business offers a complete portfolio of voice services supported by one of the largest VoIP networks in the country. The Comcast Business Advanced Voice portfolio, which includes Comcast Business VoiceEdge™ and Comcast Business SIP and PRI Trunking, offers scalable solutions that build efficiency in any business.

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COMCAST BUSINESS

Price Proposal

Comcast is pleased to provide the following pricing in response to this proposal.

Option One: Ethernet Network Service (ENS)):

Location and Service	Qty.	Product	Bandwidth	MRC
Comcast Ethernet Network Service (Basic CoS)				
Anthony Traina Elementary School-1219 Whispering Wind Drive Tracy, CA 95377	1	ENS	1,000 Mbps	$1,050.00
Jefferson School-7500 W Linne Road Tracy, CA 95376	1	ENS	1,000 Mbps	$1,050.00
Monticello Elementary School-1001 Cambridge Place Tracy, CA 95377	1	ENS	1,000 Mbps	$1,050.00
Tom Hawkins Elementary School-475 Darlene Lane Tracy, CA 95377	1	ENS	1,000 Mbps	$1,050.00
San Joaquin COE- 2901 Arch Airport Rd Stockton, CA 95206	1	ENS	1,000 Mbps	$1,050.00
			MRC	**NRC**
Total (36 Month Term)			**$5,250.00**	**$0.00**

Option Two: Ethernet Network Service (ENS)):

Location and Service	Qty.	Product	Bandwidth	MRC
Comcast Ethernet Network Service (Basic CoS)				
Anthony Traina Elementary School-1219 Whispering Wind Drive Tracy, CA 95377	1	ENS	10,000 Mbps	$3,500.00
Jefferson School-7500 W Linne Road Tracy, CA 95376	1	ENS	10,000 Mbps	$3,500.00
Monticello Elementary School-1001 Cambridge Place Tracy, CA 95377	1	ENS	10,000 Mbps	$3,500.00
Tom Hawkins Elementary School-475 Darlene Lane Tracy, CA 95377	1	ENS	10,000 Mbps	$3,500.00
San Joaquin COE- 2901 Arch Airport Rd Stockton, CA 95206	1	ENS	10,000 Mbps	$3,500.00
			MRC	**NRC**
Total (36 Month Term)			**$17,500.00**	**$0.00**

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Option Three: Ethernet Network Service (ENS)):

Location and Service	Qty.	Product	Bandwidth	MRC
Comcast Ethernet Network Service (Basic CoS)				
Anthony Traina Elementary School-1219 Whispering Wind Drive Tracy, CA 95377	1	ENS	10,000 Mbps	$3,573.97
Jefferson School-7500 W Linne Road Tracy, CA 95376	1	ENS	1,000 Mbps	$754.11
Monticello Elementary School-1001 Cambridge Place Tracy, CA 95377	1	ENS	10,000 Mbps	$3,573.97
Tom Hawkins Elementary School-475 Darlene Lane Tracy, CA 95377	1	ENS	10,000 Mbps	$3,573.97
San Joaquin COE- 2901 Arch Airport Rd Stockton, CA 95206	1	ENS	10,000 Mbps	$3,573.97
			MRC	**NRC**
Total (36 Month Term)			**$15,050.00**	**$0.00**

The Contract Term will be 36 months for each of the foregoing options; provided, however, to the extent the [CALNET Agreement] expires prior to such 36 month period and is not replaced by a similar agreement with the State of California pursuant to which Comcast is authorized to provide ENS services to Jefferson Elementary School District, then the term of the contract shall expire upon the expiration of the [CALNET Agreement], which, for the avoidance of doubt, will occur on April 13th, 2025.

Terms and Conditions— unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein *complies with USAC rules regarding Lowest Corresponding Price and* is based upon the specific product/service mix and locations outlined in this proposal, is subject to Comcast standard terms and conditions for those products and services and the Comcast E-Rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

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Technical Specifications

Ethernet Network Service Description

Service Description

Comcast Ethernet Network Service (ENS) enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN). The service provides VLAN transparency enabling customers to implement their own VLANs without any coordination with Comcast. ENS is a reliable, more flexible, scalable, and cost-effective alternative to traditional hub and spoke network topologies using Frame Relay, TDM private lines or IP VPNs.

ENS offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 100Mbps, 1Gbps or 10Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments from 1Mbps to 10Gbps.

Comcast's Ethernet Network Service is Certified MEF Compliant.

Section 1. Technical Specifications

1.1 Ethernet User-to-Network Interface. The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
100Mbps	100BaseT	1Mbps	25,000
1Gbps	1000BaseT or 1000BaseSX	10Mbps	250,000
		100Mbps	2,500,000
10Gbps	10GBASE-SR or 10GBASE-LR	1000Mbps	25,000,000
		10000Mbps	25,000,000

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

1.2 Maximum number of UNIs. The service supports up to 100 UNIs per network. Additional UNIs are considered on an Individual Case Basis (ICB).

1.3 Class of Service Options. The service offers three CoS options. The CoS options allow for differentiated service performance levels for different types of network traffic. It 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 it. Figure 2 lists the service performance objectives associated with On-Net (for distances within 250 miles) and Off-Net Services. Only Basic or Priority CoS are permissible for On-Net and Off-Net services delivered via the Comcast Hybrid Fiber Coax (HFC) Network. Locations delivered via Off-Net Services will only guarantee the CoS value for the On-Net portion of the service. However, the end-to-end service will honor the committed performance tier metrics.

1.4 CoS Identification and Marking. The customer must mark all packets using 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. Locations delivered via On-Net or Off-Net Services delivered via the HFC Network will only honor Basic or Priority CoS values. All other values will be treated as Basic.

	Class of Service (CoS)		
Performance Objective	Premium	Priority	Basic
On-Net Services (<250 miles)			
Latency (one way)	< 12ms	< 23ms	< 45ms
Jitter (one way)	< 2ms	< 10ms	< 20ms
Packet Loss (one way)	< 0.001%	< 0.01%	< 1%
Availability (On-Net Services delivered via Fiber)	> 99.99%	> 99.99%	> 99.99%
Availability (On-Net Services delivered via HFC Network)	N/A	>99.9%	>99.9%
Off-Net Services delivered via Fiber			
Availability	> 99.95%	> 99.95%	> 99.95%
Off-Net Services delivered via Non-Fiber			
Availability	> 99.9%	> 99.9%	> 99.9%

Figure 2: CoS Performance Objectives

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

Figure 3: CoS Marking

1.5 Traffic Management. Comcast's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customertransmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard this traffic. For packets marked with a nonconformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings.

1.6 MAC Addresses. Comcast supports up to 250 MAC addresses per UNI and up to 2500 MAC addresses per ENS Domain.

1.7 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.

1.8 VLAN Tag Preservation. The service supports IEEE 802.1Q VLAN-tagged customer packets. All customer VLAN IDs and priority code points (IEEE 802.1p) for CoS are transmitted and received unaltered by the service. Untagged packets are mapped to the native VLAN specified by customer. Customers may configure their own VLANs on their customer owned Customer Premise Equipment (CPE) without coordination with Comcast. Comcast may reserve one VLAN for network management purposes. 1.9 Ethernet Service Frame Disposition. Different types of Ethernet frames are processed differently by the service. Frames may pass unconditionally through the network or may be limited as in the case of broadcast, unknown unicast and multicast frames to ensure acceptable service performance. Refer to Figure 4 for Comcast's service frame disposition for each service frame type.

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Service Frame Type	Service Frame Delivery
Unicast	All frames delivered unconditionally
Multicast	All frames delivered conditionally
Broadcast	All frames delivered conditionally

Figure 4: Service Frame Delivery Disposition

1.10 Layer 2 Control Protocol (L2CP) Processing. The service will discard, tunnel across the Comcast network, or peer (process) L2CP service frames at each UNI. Refer to Figure 5 for Comcast's L2CP disposition. For L2CPs with multiple disposition possibilities, the customer must specify to Comcast which disposition should be taken. The default disposition is to discard these L2CP service frames.

Destination MAC Address	Layer 2 Control Protocol	L2CP Frame Disposition
01-80-C2-00-00-00	STP, RSTP, MSTP	Discard (All UNIs)
01-80-C2-00-00-01	PAUSE	Discard (All UNIs)
01-80-C2-00-00-02	LACP, LAMP	Discard (All UNIs)
01-80-C2-00-00-02	Link OAM	Peer or Discard (disposition specified per UNI)
01-80-C2-00-00-03	802.1X	Discard (All UNIs)
01-80-C2-00-00-07	E-LMI	Discard (All UNIs)
01-80-C2-00-00-0E	LLDP	Discard (All UNIs)
01-80-C2-00-00-20 through 01-80-C2-00-00-2F	GARP, MRP	Tunnel (All UNIs)

Figure 5: L2CP Frame Disposition

1.11 Online Reporting. Comcast provides the customer with password-protected access to online reports containing historical network traffic information. Reports may vary based on the customer solution.

Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

2.2 Technical Support. Comcast provides customers a toll-free trouble reporting telephone number to the customer Enterprise Technical Support (ETS) 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 not provided by Comcast.

2.3 Escalation. Reported troubles are escalated within the Comcast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the Comcast ETS as follows: Supervisor at the end of the standard interval plus one hour; to the Manager at the end of the standard interval plus two hours, and to the Director at the end of the standard interval plus four hours.

2.4 Maintenance. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance 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.

Section 3. Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

3.1 Availability. Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1.

3.2 Mean Time to Respond. Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS.

3.3 Mean Time to Restore. Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the ETS.

Section 4. Customer Responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

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

4.1 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.

4.2 Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.

4.3 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 point of demarcation.

4.4 Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.

4.5 Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.

4.6 Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.

4.7 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.

4.8 Provide UPS AC power equipment, circuit sizing to be determined, if applicable.

4.9 Emergency local generator backup service, if applicable.

4.10 Provide access to the buildings and point of demarcation 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.

4.11 Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).

4.12 Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

Section 5. Definitions

5.1 Latency. Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a time interval.

5.2 Jitter. Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a time interval.

5.3 Packet Loss. Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI..

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Solution Provisioning and Project Plan

Typical site installations may take anywhere from 60 to 90 days for completion. Throughout the duration of the project a dedicated Comcast account team will be in contact providing status and answering any questions you may have.

Project Kickoff Meeting

Comcast Business Communications, LLC project management team will conduct a "Customer Implementation Call" to discuss the overall project. Each location will be discussed for accuracy in terms of relay rack space, appropriate power, etc.

Comcast Service Delivery Major Milestones:

- **Outside and Inside Surveys** – Comcast will conduct outside plant and customer site surveys.
- **Permits & Right of Entry Agreements** – Comcast will obtain required permits and work with property owner to obtain Right of Entry/Access agreements.
- **Service Configurations** – Comcast National Team will implement Network Core Configurations.
- **Outside and Inside Fiber/Coax Construction** – Comcast will complete outside and inside construction.
- **Customer Premise Equipment Installation/Plant Test Date (PTD)** – Comcast will dispatch to the customer's premise to install CPE, connect CPE to Fiber, and call Comcast Test & Turn-up to complete plant test.
- **Firm Order Commit (FOC)** – Comcast Service will be available to the customer. **FOC is 90 calendar days from customer signature.**

Comcast Responsibilities:

- Construct all OSP and ISP fiber optic cabling up to the agreed upon locations from the site survey forms and connect locations.
- Call for locates of public utilities in the right of way.
- Restoration of disturbed grounds.
- Assemble, configure and install all Comcast provided network equipment on customer premise.
- Test and verify all appropriate fiber connections.
- Test and verify all appropriate data interfaces/connections and verify throughput.
- Provide 24x7x365 network monitoring.
- Provide contact list information including escalation procedures and NOC information.
- Provide documentation detail services including customer network interface drawings.
- If applicable, provide any additional agreements per site survey document.

Detailed information regarding the customer responsibilities is available in the Technical Specifications section of the proposal.

Additional information can be provided upon request.

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Company Overview

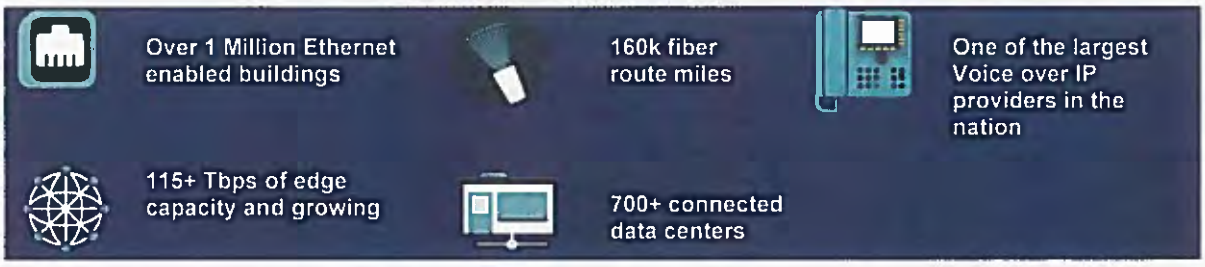
Comcast Corporation was founded in 1963 as a single-system cable operator and is now one of the nation's largest with over $94 billion in revenue in 2018. We are one of the nation's leading providers of information, communications and entertainment products and services with over 25 million Internet customers, 12 million voice customers, 23 million video customers and 2.3 million business customers.

With over 184,000 employees across the US, we currently serve 20 of the top Metropolitan Statistical Areas (MSAs) in the U.S. and provide service to customers in 39 states and the District of Columbia. Approximately 88,000 employees are associated with our cable communications business and 10,400+ employees are dedicated to business services.

Our high-speed, high-capacity broadband and Ethernet services operate across our advanced network. With over 160,000 national route miles of fiber, our network is the largest facilities-based last mile alternative to the phone company.

With the first and largest fully 40G backbone, and the deployment of the first 100G router interface, Comcast's advanced network delivers reliable and scalable services for businesses of any size.

Diverse Network with National Reach



Comcast Business Communications, LLC is a unit of Comcast Corporation, owner of one of the largest cable communications company in the United States and headquartered in Philadelphia. Building upon Comcast and its subsidiaries' reputation as pioneers in developing innovative communications products and services for consumers,

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Comcast Business is bringing innovative technology and service capabilities to businesses, government, and educational organizations within Comcast Cable markets.

Comcast Business leverages and augments Comcast's network with next-generation optical and access technologies to offer Internet and other data services directly to commercial customers. An advanced network, delivering unmatched broadband capacity, and a commitment to customer service, enables Comcast Business to deliver superior broadband services to a range of businesses and organizations — small, medium, and large.

Consistent with Comcast Business' strategy to deliver unprecedented bandwidth, network reach, and a superior customer experience, Comcast Business has made significant investments in its technologies, business, and operating support systems, as well as network professionals. These investments have resulted in scalable services, an advanced network, and superior service levels for those businesses and organizations served in the Comcast Business markets. Also, the extensive footprint of the network allows Comcast Business to deliver coaxial and fiber capacity to many business locations that have been historically underserved by other network providers.

Among the services that Comcast Business and its affiliates provide are several that they have helped pioneer, including high-speed commercial cable-modem-based Internet services.

For more information on Comcast Business visit http://business.comcast.com/about-us/comcast-business.

Financial Qualifications

Comcast Business is a wholly owned, indirect subsidiary of Comcast Corporation, from which Comcast Business receives its funding. As such, Comcast Business is not publicly held and does not release stand-alone financial results or associated financial information, except in limited circumstances to the extent required by law, and then, only under seal or a proprietary protective order. Please refer to the publicly filed external consolidated Comcast Corporation financial statements and earnings press releases posted on the Comcast Corporate web page: https://www.cmcsa.com/financials/annual-reports.

Supplier Diversity Program

Diversity in our supply base is integral to our continued success. Our Supplier Diversity Program is designed to promote, increase and improve the participation of diverse businesses within our supply chain. It provides Comcast purchasers with reliable resources, creates jobs, strengthens our purchasing power and builds value for our shareholders.

Since year end 2010, Comcast NBCUniversal has spent more than $18 billion with diverse Tier I suppliers and nearly $2.5 billion with diverse Tier II suppliers. In addition, Comcast NBCUniversal was inducted into the Billion Dollar Roundtable, and we are the first media and technology company to join this prestigious list.

We also have a Tier II (subcontracting) program for vendors that may not be able to work directly as primary suppliers. We partner with non-diverse prime contractors and strongly encourage joint ventures, partnerships, and subcontracting as methods to create additional business opportunities for diverse vendors. We aim to provide equal access and opportunity to all suppliers, and to facilitate nondiscriminatory business relationships with diverse firms.

Active partnerships with organizations that support the inclusion of all vendors is a key success factor for our Supplier Diversity Program. Comcast is proud to support and collaborate with partner organizations to increase economic capacity for organizations and owners representing diverse communities. Comcast and NBCUniversal partner with supplier diversity organizations throughout the country. Our partners include:

- Billion Dollar Roundtable
- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- National Chambers of Commerce

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We are honored by the recognition our Supplier Diversity Program receives. Below is a snapshot of some of our awards:

- For the third consecutive year in 2018. Comcast NBCUniversal was named among the National Business Inclusion Consortium's (NBIC) Best-of-the-Best companies for diversity, which recognizes outstanding achievement in promoting cross-segment diversity and inclusion.
- DiversityInc ranked Comcast NBCUniversal #2 among its 2018 "Best Companies for Supplier Diversity.
- Comcast NBCUniversal was recognized as a 2018 Best-of-the-Best Top Supplier Diversity Program by Black EOE Journal.
- Comcast NBCUniversal was recognized as a 2018 Top Supplier Diversity Program by U.S. Veterans Magazine, which will feature the company in its "Salute to Veterans" issue in mid-August 2018.
- Comcast NBCUniversal was recognized as a 2018 Top Supplier Diversity Program by Hispanic Network Magazine.
- Comcast NBCUniversal was recognized as a 2018 Top Supplier Diversity Program by Professional WOMAN's Magazine, which will feature the company in its "Wonder Women of the Year" issue in mid-September 2018.
- Comcast NBCUniversal ranked #25 among Omnikal's "Top 50 Corporations for Inclusive Majority Business Opportunities." 2018 marks our 13th consecutive year on the list. (Omnikal was previously known as DiversityBusiness.com)
- Comcast NBCUniversal was recognized by Business Equality Network (BEQ) Pride in 2018 for "Business Equality Excellence." BEQ Pride is a national quarterly publication focused on the LGBTQ business community.

Additional information regarding Comcast's Supplier Diversity program is available at:
http://corporate.comcast.com/our-values/diversity-inclusion/supplier-diversity

Industry Awards

Over the years, Comcast Business has been the recipient of several Metro Ethernet Forum (MEF) awards. These awards recognize excellence and innovation in the emerging Third Network community. In 2015, Comcast Business received the MEF Enterprise Application of the Year for Education. This award recognizes the most innovative use of Carrier Ethernet (CE) services to meet the requirements of education-related applications. Most recently, Comcast Business received the 2018 Excellence Enterprise Application of the Year award for Hospitality. Comcast Business is the first carrier in the world to be MEF CE 2.0 certified, leading the industry and demonstrating our commitment to enterprises.

General Information

Legal Name of Business	Comcast Business Communications, LLC (CBC)
Ownership Structure	Limited Liability Corporation and Wholly-owned subsidiary of Comcast Corporation
Years in Business	CBC began offering services to small businesses in 2006.
Corporate Officers	Terrence J. Connell, Senior Vice President Daniel J. Carr, Vice President Michael D. Maloney, Vice President
Accounting & Disbursements	Michael Salvia, Vice President, Finance
FEIN	23-1709202 (Comcast Cable Communications Management, LLC)
Bank Reference	Wells Fargo 101 North Independence Mall East Philadelphia, PA 19106 JP Morgan Chase Bank, N.A. 14800 Frye Road Fort Worth, TX 76155-2732

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E-Rate Overview

Working Knowledge of Federal Universal Service Programs for Schools and Libraries

Comcast is an active partner in the education community and has helped thousands of school districts close the gap between the communication services they have and the advanced network services they need. E-Rate-eligible Ethernet network services can enable the future of education by providing high-speed network access to applications that are hosted elsewhere.

Comcast has a successful record of working with schools and libraries that receive funding under the federal Universal Service Support Mechanism for Schools and Libraries ("E-Rate Program"). Comcast provides E-Rate eligible services through its applicable operating affiliates and subsidiaries identified throughout this Network Services Proposal as "Comcast". We hereby certify that we are listed as a Telecommunications Service Provider (as the Federal Communications Commission defines that term), eligible to provide Universal Service – supported services under the (E-Rate Program). Comcast certifies that it (a) provides the telecommunication services described herein on a common carriage basis, and (b) is fully authorized to participate in the E-Rate Program as a Telecommunications Services Provider.

Working Knowledge of USF and CTF Programs

Comcast has working knowledge and a successful record of working with school districts that receive funding under the Federal Universal Service Support Mechanism for Schools and Libraries ("E-Rate Program") and the California Teleconnect Fund (CTF).

Agreement of Participation

Comcast agrees to comply with the written request of the Applicant (as defined by USAC), its agency, organization and or consultant administering, E-Rate on the Entity's behalf. Comcast reserves the right to request a LOA, (Letter of Agency) that such party is authorized to receive information on behalf of the Entity (as defined by USAC).

Information and Documentation

Comcast agrees to provide requested information and or documentation to the Applicant, its agency, organization and or consultant administering, E-Rate on the Applicants behalf within a commercially reasonable period of time.

Reimbursement Process

Each funding year, applicants are required to notify Comcast of their invoicing mode selection through completion of the Comcast E-Rate Reimbursement Form. Applicants should contact Erate_Funding@cable.comcast.com to request a copy of this form each year. Applicants who select BEAR Reimbursement are required to file a FCC Form 472 (Billed Entity Applicant Reimbursement (BEAR) Form) providing they have paid in full for the services and are requesting to be directly reimbursed by USAC for the discounted amount. It is the applicant's responsibility to file a BEAR form online through the Schools and Libraries E-Rate Productivity Center (EPC) system. Billed entities will receive payment directly to their bank account. In order to begin direct BEAR payments, the applicant must have completed an FCC Form 498 to obtain an applicant 498 ID. Applicants who select the SPI Reimbursement method will be invoiced for the non-discounted amount (the applicant's share of the cost). The applicant is required to pay the non-discounted portion of the cost for services.

Service Provider Identification Number (SPIN)

SPIN	Service Provider Name	499 Filer
143003990	Comcast Business Communications, LLC	Y
143035551	Comcast IP Phone, LLC	Y
143034516	Comcast Phone, LLC	Y
143013564	Comcast Cable Communications, LLC	N

FCC Registration Number (FRN)

The Comcast Business Communications, LLC FCC Registration Number, or FRN, is 0004321725.

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Operations

Comcast provides high-quality service and effective maintenance of our network and customer base in several key business areas. These include: Network Operations and Field Operations. Comcast strongly suggests that all personnel involved in the decision process visit the network operations facilities of each of the bidders as part of the evaluation process.

Network Operations

The Network Operations organization provides superior customer care, which includes monitoring, troubleshooting, and resolution through its advanced 24 x 7 x 365 Network Operations Center (NOC) with two redundant Customer Care Centers in Colorado and Illinois. Each is staffed to answer any questions, perform changes to existing services and assist with technical troubles. The Customer Care Centers are staffed with Enterprise Tier II and Tier III repair groups, easily facilitating higher level technical support. The NOC continuously monitors the network equipment, service health, and performance of the Comcast network, responds to network events and service degradations, dispatches local field technicians, and informs customers of service issues, in many cases before the customer has noticed the problem. The Network Operations group also provides technical support and responds to trouble calls from network service customers including carriers, TLS and Native ATM customers, and voice product customers, through a staff of Technical Support Representatives (TSRs). The Comcast NOC also operates a 24 x 7 x 365 Technical Customer Support helpdesk that responds to calls for all of Comcast services.

The NOC maintains a staff of engineers and technicians with an average of 12 years' tenure, thus ensuring business continuity. This staff is trained in an array of networks, elements, and technologies in the Comcast network (Ethernet, ATM, Frame Relay, SONET, T-1/T-3, local and long-distance telephony, Internet Access, and LAN/WAN based services). Comcast engineers and technicians have earned many industry certifications, including: CCIE (Cisco Certified Internetwork Expert), Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP), Microsoft Certified Systems Engineer (MCSE), A+, Network+, and other certifications in specific vendor equipment.

One-Stop-Shop – Care for all levels of Business products.

Planned Maintenance – Seven day advanced notice to Metro Ethernet and Advanced Voice Customers which include Trunking and Hosted PBX products.

Dedicated Project Managers for accurate and timely delivery of all Comcast products. Project Managers are your single Point of Contact.

Proactive Monitoring at the customer premise level allows quick resolution to network issues with fast response times. Comcast will generate a ticket if an alarm has been triggered on our network.

Enterprise Monitoring - Comcast has a robust set of tools to detect and isolate faults from network infrastructure to CPE issues.

Field Operations

The role of Field Operations in Comcast is two-fold. First, Field Operations provides an effective field presence for technical support of our core (ATM, IP, Optical) network. They perform on-site repairs and trouble-shooting on a daily, ongoing basis and dispatch field technicians to support our voice switches and other hardware. These field crews are the "on-site" presence to remedying any network trouble.

Second, Field Operations provides leadership for customer installations. Field Operations Project Coordinators are assigned to each new account to singularly manage the local work required for each install. The Project Coordinator manages the dispatch of local technicians to install switches, routers, servers, and other equipment on the company side of the company/customer demarcation point.

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Network Security

The Comcast Information Security Policy set defines the rules and processes that protect the information resources of Comcast. This set consists of supporting policies and standards including, but not limited to, Access Control, Business Continuity, Content Protection, Network Security, Physical and Environmental Security, etc.

Policies are reviewed at minimum annually. In some cases, internal or external drivers may warrant additional reviews of the policies. The Policy and Governance Council (PGC) is responsible for the maintenance of technology security policies and standards administered across Comcast.

Network Management Reporting

Comcast Business provides customers access to a web-based portal that is a central location where customers can view and manage their Ethernet services. Through the portal, customers can view their Ethernet sites and services including UNI ID, EVC ID, port speed, access type, bandwidth, and Class of Service (CoS). Additionally, customers can view historical performance data including latency, packet loss, jitter, availability, and utilization. Customer will be given a secure web login to review the external reporting data at their convenience.

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Comcast Escalation Procedures

NOC End User Support and Escalation Procedures

The NOC is organized with a standard 3-tier escalation configuration with automatic escalation intervals. Tier 4 support is escalated to Comcast's Network Engineering Department. The NOC is staffed 24 x 7 x 365. Technicians remain on call 7 x 24 to assist with major problems. The NOC may also dispatch technicians 7 x 24.

As part of the onboarding process, customers are provided with escalation procedures and contact information. Reported troubles are escalated within Enterprise Technical Support (ETS) to meet the response/restoration objectives described below (Service Level Objectives). 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.

Customers are welcome to request to speak with a supervisor or manager at any time.

Service Level Objectives

In the event of a service interruption, Comcast shall use commercially reasonable efforts to respond to the service interruption and to clear the service interruption within the time frames set forth below. Comcast shall notify customer that Comcast has dispatched its personnel to effect restoration and repair and shall inform customer when service has been restored.

Category	Objective
Comcast Core Network Availability	99.99%
Mean Time to Respond Telephonically to Call	15 minutes
Mean Time to Restore Comcast On-Net Equipment	4 hours
Mean Time to Restore Off-Net Equipment	4 hours
Mean Time to Restore On-Net Services	6 hours
Mean Time to Restore Off-Net Services	6 hours

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COMCAST **BUSINESS**

Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2020

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

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

PRODUCER
MARSH USA INC.
1717 Arch Street
Philadelphia, PA 19103-2799
Attn: Comcast.Certs@marsh.com Fax: 212-948-0360

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Ins Co Of North America	43575
INSURER C : ACE Property And Casualty Ins Co	20699
INSURER D : ACE Fire Underwriters Ins. Co	20702
INSURER E :	
INSURER F :	

INSURED
COMCAST CORPORATION
ONE COMCAST CENTER
1701 JOHN F. KENNEDY BLVD.
PHILADELPHIA, PA 19103

COVERAGES CERTIFICATE NUMBER: CLE-005525822-20 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR: $100,000 GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER			XSL G71447510	12/01/2020	12/01/2021	EACH OCCURRENCE	$ 14,900,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 14,900,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 14,900,000
							GENERAL AGGREGATE	$ 60,000,000
							PRODUCTS - COMP/OP AGG	$ 15,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ISAH25305550	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 15,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XEU G27924840 006	12/01/2020	12/01/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C67458928 (AOS)	12/01/2020	12/01/2021	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WLR C67458965 (CA, MA)	12/01/2020	12/01/2021	E.L. EACH ACCIDENT	$ 2,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C67459040 (WI)	12/01/2020	12/01/2021	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Excess Workers Compensation			WCU C67459003 (WA)	12/01/2020	12/01/2021	Ea Acc/Dis Employee/Dis Policy	2,000,000
							SIR	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COMCAST BUSINESS COMMUNICATIONS, LLC
IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY POLICY AND AUTOMOBILE LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED.

CERTIFICATE HOLDER

COMCAST BUSINESS COMMUNICATIONS, LLC

ONE COMCAST CENTER
1701 JOHN F. KENNEDY BLVD
PHILADELPHIA, PA 19103

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manoshi Mukherjee Manoshi Mukherjee

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References

Aspire Public Schools
Joe Regueiro, Director of IT
Information Technology Department
323-219-9544
joe.regueiro@aspirepublicschools.org

Visalia Unified School District
Adam Brown, Systems Manager II
Technological Services
559-622-3100
adam@vusd.org

Patterson Unified School District
Nicholas De Paul
Director of Information Technology
209-895-7716

Folsom Cordova Unified School District
Dave Stone
1965 Birkmont Drive
Rancho Cordova, CA 95742
916-294-9025

CASE STUDY

Forsyth County is a top-ten Georgia school district, with 37,000 students in 35 elementary, middle, and high schools. They use Comcast Business to better administer educational services. Results include:

- Improved learning flexibility with Ethernet-supported technologies like interactive whiteboards and student-owned devices.
- Improved parental involvement with parents now able to view course content, grades, assignments and progress reports online.
- Cutting its $2.8 million textbook expense to $400,000 by incorporating streaming video, simulations and digital content.
- Return on learning investment by constantly growing its repository of learning materials as well as measuring and evaluating their utility by tracking usage.

"Every time you increase the speed of the network, you are enabling incredible educational opportunities. The infrastructure investment is a return on learning, and that's why I'm glad to have Comcast as a service provider," says Baily Mitchell, Chief Technology and Information Officer at Forsyth County Schools.

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Comcast Account Team

Customer Relationship
Alex Geronimo
Strategic Enterprise Account Manager
925-605-6088
alex_geronimo@comcast.com

Technical Matters
Rick Chatoian
Sales Engineer
415-505-6888
rick_chatoian@cable.comcast.com

Management
Rick Englehardt
Director
916-201-4177
rick_englehardt@cable.comcast.com

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COMCAST **BUSINESS**

Appendix

Service Agreement (E-Rate)

This Service Agreement ("Agreement") is entered into on [Insert Month] [Insert Day], 201[Insert Year] ("Effective Date") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering Service(s) as identified below, with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and [Insert Customer's Form 470 Name] ("Customer"), with offices located at [Insert Customer Form 470 Address]. Herein, the above shall be collectively referred to as "Parties" and individually as "Party".

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

As set forth in the Sales Order(s) attached hereto, the following Services shall be provided to Customer by Comcast: [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Dedicated Internet ("EDI") Service(s) circuit(s). [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Network Service(s) ("ENS") circuit(s). [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Private Line ("EPL") Service(s) circuit(s). [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Virtual Private Line ("EVPL") Service(s) circuit(s).	
Term (Months): [Spell out No.] ([Insert No.])	Agreement Number: [State-FLast-MMDDYY-CM-No /FY19]
Non-Recurring Charges (NRC): $[Insert NRC]	Monthly Recurring Charges (MRC): $[Insert MRC]
Custom Installation Charge ("CIC"): $[Insert CIC] (Amortized at $[Insert Amortized Price - if applicable] per month for the initial Service Term	
Number of Service Location(s): [Spell out No.] ([Insert No.])	Estimated Service Commencement Date: On or after July 1, 2019
Notes / Comments: 1. E-Rate funding, if applicable, [illegible] be sought solely by Customer. 2. The Service(s) specified herein shall be provided by Comcast Business Communications, LLC. The Comcast Business Communications, LLC SPIN No. is 143003990. EDI, ENS, EVPL, ENS 3. The Service(s) specified herein shall be provided by the applicable state affiliate of Comcast Phone, LLC. The Comcast Phone, LLC SPIN No. is 143034516. INTRASTATE ONLY	

Sales Person:	[Insert Salesperson Name]	Telephone Number:	[Insert Phone Number]
Sales Director:	[Insert Sales Director]	Telephone Number:	[Insert Phone Number]
Customer Contact:	[Insert Customer Contact from SO]	Telephone Number:	[Insert Phone Number]

SAMPLE

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

[Insert Customer Name] **Comcast Cable Communications Management, LLC**

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

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

ARTICLE 1: DEFINITIONS

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

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

Agreement: Collectively, these General Terms and Conditions, the Service Agreement Cover Page executed by both Parties, any applicable Product Specific Attachment(s) and each binding Sales Order(s).

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(s), 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 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 Service(s).

Sales Order(s): 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. The initial Sales Order(s) is attached to this Agreement. All subsequent Sales Order(s) submitted under the Agreement shall have the same Service Term duration as identified on the Service Agreement Cover Page.

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

Service Commencement Date: With respect to each Service(s), "Service Commencement Date" shall have the meaning specified in the PSA(s) applicable to such Service(s), it being understood that a single Sales Order containing multiple Service Location(s) or Service(s) 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(s), the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

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

Website: The Comcast website where the PSA(s), 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(s) to Comcast. Such Sales Order(s) shall become binding on the Parties upon the earlier of (i) Comcast's notice to Customer that it accepts such Sales Order(s), (ii) Comcast begins providing the Service(s) described in the Sales Order(s) or (iii) Comcast begins installation or construction for delivery of the Service(s). Each Sales Order(s) 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 Service(s). Comcast will provide Customer written notification in the event Service(s) installation at any Service Location(s) 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 ordered Services at the affected Service Location(s). For certain Service(s), the Engineering Review will be conducted prior to Sales Order(s) submission. In such case, Customer shall be deemed to have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

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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(s). Within the Service Location(s), Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Service(s). In the event that Customer fails to secure or maintain such Access, Comcast (i) may cancel or terminate Service(s) at such Service Location(s) pursuant to Article 4.3 and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location(s) (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(s), which Access is needed to provide Service(s) to such Service Location(s), Customer or Comcast may cancel or terminate Service(s) at such Service Location(s), 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(s) or within the building where the Service Location(s) is located, Comcast may immediately stop providing and/or installing Service(s) 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(s), 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(s)). 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(s) 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

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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,

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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.

3.4 **E-Rate Funding**. Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast. If Customer chooses option (1), the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. If Customer chooses option (2), Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. A Customer selecting option (2) is required to pay Comcast the non-discounted portion of all NRC(s), MRC(s), and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. If during the term of this Agreement, Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC(s) and MRC(s), as set forth in the Agreement or applicable Sales Order(s), for the remaining term applicable thereto, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement or Sales Order(s) upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement or Sales Order(s) hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid NRC(s), any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

ARTICLE 4. TERM & TERMINATION

4.1 **Sales Order Term**. Upon the expiration of the Service Term applicable to a Sales Order, each Sales Order shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), not to exceed twelve (12) months, unless prior written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the term set forth on the Service Agreement Cover Page, 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 un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order(s) 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(s) for any reason (i) Comcast shall disconnect the applicable Service(s), (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-

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

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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 P arty 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. Notwithstanding the foregoing, Comcast may include Customer's name on Comcast's customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer's name from such list or to limit the foregoing use of Customer's name, Customer may contact Comcast as set forth in Article 9.3 of these General Terms and Conditions and Comcast will effect such removal.

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, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. 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

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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 PSA(s) 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 Service(s), 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(s) 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

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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.

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