

Comcast Workplace General Terms and Conditions

1. Agreement. These Comcast Workplace General Terms and Conditions (the "Terms and Conditions") along with each Service Order, the High-Speed Internet for Business Acceptable Use Policy ("AUP"), and any appendices, exhibits and amendments (collectively, the "Agreement"), set forth the terms and conditions under which the operating Affiliate of Comcast Cable Communications Management, LLC that owns and/or operates the cable television system in Customer's area pursuant to a cable television franchise with the local franchising authority ("Comcast") will provide the Services (as defined below) to Customer. In the event of any inconsistency among these documents, precedence will be given to the documents in the following order: (1) any amendment to these Terms and Conditions, (2) these Terms and Conditions, (3) Service Orders, (4) an applicable Construction Addendum, and (5) the AUP.

2. Definitions.

2.1 Affiliate: An entity that controls, is controlled by, or is under common control with a party.

2.2 Comcast Equipment: Any and all facilities, equipment, or devices provided by Comcast or its agents used to deliver the Services, including, but not limited to, routers, cable modems and wiring. Customer acknowledges that the Comcast Equipment is merely a means through which the Services are provided and may be removed or changed by Comcast at its discretion as it deems necessary during the term of the Agreement. Customer shall not sell, transfer, lease, encumber or assign all of any part of the Comcast Equipment.

2.3 Customer Provided Equipment: Any and all facilities, equipment, or devices purchased or supplied by Customer for use in connection with the Services.

2.4 Confidential Information: "Confidential Information" means any non-public information regarding a party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which should be reasonably known by the receiving party as proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include the Agreement, proposals, price quotes, rate information, discount information, and invoices. Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) becomes publicly available without fault of the receiving party; (iii) 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; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

2.5 Service Location: The Customer location(s) at which the Services are provided by Comcast.

2.6 Services: The high speed Internet business service(s) provided by Comcast to Customer described in one or more Service Orders. Customer acknowledges that the bandwidth speeds identified for the Services are not guaranteed and are offered solely on a best efforts basis.

2.7 Service Commencement Date: The date on which Comcast first makes available the Services specified in a Service Order.

2.8 Service Order: A request for Comcast to provide the Services (or changes to the Services) to a Service Location submitted by Customer to Comcast either via a website designated by Comcast or on a then-current Comcast form designated for such purpose.

2.9 Service Term: The duration of time (measured as starting on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

2.10 Standard Installation: An installation that can be completed within one hundred twenty-five (125) feet or less of a

tap by one installer using the tools and materials found on a standard installation truck. All installations other than Standard Installations shall be deemed "Custom Installations."

2.11 Termination Charges: The amount payable to Comcast by Customer equal to the sum of: (a) seventy-five percent (75%) of the remaining monthly recurring charges for the remainder of the applicable Service Term; (b) the replacement value of any Comcast Equipment not returned by Customer within the time frames set forth herein; and (c) one hundred percent (100%) of any Custom Installation costs incurred by Comcast.

3. Delivery of Services.

3.1 Service Orders. To order Services, Customer must submit to Comcast one or more properly completed Service Order(s). Each Service Order submitted by Customer shall be deemed a legally binding offer by Customer to purchase the Services described in the Service Order. A Service Order shall become effective upon the earlier of the time Comcast begins (a) Custom Installation or (b) providing the Services described in the Service Order.

3.2 Access. Customer shall be responsible for securing for Comcast, on an initial and ongoing basis during the applicable Service Term, all necessary rights of access to each Service Location for Comcast to install and provide the Services. Comcast, its employees, agents, contractors and representatives, will comply with the reasonable security procedures applicable to each Service Location. Except as otherwise set forth herein, Customer shall be responsible for the payment of any fees imposed by the owner of each Service Location or its manager or agent for access to the Service Location.

3.3 Demarcation Point. The demarcation point for the Services shall be the Ethernet port on the cable modem or the router. Provided Customer provides the required access to the Service Location, Comcast will be responsible for delivery of the Services to the demarcation point. Customer shall be responsible for everything from the demarcation point, including without limitation the computers, software, network interface cards and any local area network equipment. Comcast is not responsible for certifying or configuring Customer's computers, hardware or network.

3.4 Engineering Review. Activation and installation of the Services to each Service Location is subject to Comcast's engineering review. In the event Comcast determines that the Services are not available to a Service Location or installation of the Services is commercially impractical, the Service Order with respect to such Services at such Service Location shall be void. If Comcast determines that a Custom Installation is necessary in order to provide the Services to a Service Location, then an additional one-time installation fee may apply ("Custom Installation Fee"). Customer shall be notified if any such Custom Installation Fee will be required in order to provide the Services to the Service Location. Any required Custom Installation Fee must be paid by Customer in advance of Comcast's performance of any work associated with the Custom Installation.

4. Billing and Payment.

4.1 Payment. Comcast will invoice Customer on a monthly basis for all charges and fees for the Services. Customer agrees to pay all amounts due within thirty (30) days of the invoice date.

4.2 Payment by Credit Card. If authorized by Customer and agreed to by Comcast, Comcast shall charge all amounts payable by Customer for the Services to Customer's credit card in accordance with the credit card information provided by Customer to us. By providing a credit card number to Comcast, Customer authorizes Comcast to begin charging and continue charging the credit card for all amounts payable in connection with the Services until (i) the Agreement is terminated or (ii) Customer specifically directs Comcast in writing to stop charging Customer's credit card for the Services. Customer agrees to inform Comcast immediately of any change in credit card information (including without limitation a change in expiration date). If Comcast is unable to charge Customer's credit card because of invalid credit card information, insufficient credit limit or any other reason, Customer agrees to pay all amounts due upon demand by Comcast. In addition, Customer agrees that the amount unable to be charged to the credit card will be subject to the late payment provisions herein. Comcast may limit the option to pay by credit card to specific Services or may discontinue

such option in whole or in part upon thirty (30) days prior written notice to Customer. In addition, Customer must provide Comcast with sixty (60) calendar days' prior written notice in the event that Customer desires to convert from credit card payment to another authorized form of payment.

4.3 Credit Approval and Deposits. Initial delivery of the Services may be subject to credit approval. Comcast may require Customer to make a deposit (not to exceed an estimated two-months' charges) as a condition to Comcast's provision of the Services, which deposit shall be held by Comcast as security for payment of Customer's charges and fees. If the Services are terminated, or if Comcast determines in its sole discretion that such deposit is no longer necessary, the amount of the deposit (without interest) will be credited to Customer's account or will be refunded to Customer, as applicable.

4.4 Taxes and Fees. Except for taxes based on Comcast's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Services, Customer shall be responsible for the payment of any and all applicable federal, state and local taxes, fees or assessments (however designated) levied upon the sale, installation, use or provision of the Services.

4.5 Disputed Bills. In the event Customer disputes any portion of a Comcast invoice, Customer must pay the undisputed portion of the invoice and submit a written claim for the disputed amount. All claims with respect to withheld amounts must be submitted to Comcast on or before the date the invoice is due.

4.6 Past-Due Amounts. The unpaid balance of any past due invoice that is not reasonably disputed in the manner set forth in the Agreement shall bear interest at a rate of one and a half percent (1.5%) per month, or the highest rate allowed by law, whichever is less (prorated on a daily basis beginning on the past-due date). Comcast's acceptance of partial payment shall not constitute a waiver of Comcast's right to collect the full balance owing and Comcast reserves the right to determine the manner in which partial payments are applied to Customer's invoice. Customer agrees to pay all reasonable costs of collection incurred by Comcast as a result of Customer's failure to pay undisputed amounts due under the Agreement. Comcast may refer Customer's account to a collection agency that may pursue collection of the past due amount and any damaged or unreturned Comcast Equipment.

4.7 Fraudulent Use of the Services. Except to the extent otherwise required by law, Customer is responsible for all charges attributable to the Services provided hereunder, even if incurred as the result of fraudulent or unauthorized use of the Services. Comcast reserves the right to restrict, suspend, or discontinue providing the Services in the event of fraudulent use by Customer or others.

5. Term and Termination.

5.1 Agreement Term. The Agreement shall become effective upon submission by Customer of the first Service Order and shall remain in effect until termination of all Service Orders entered into under the Agreement.

5.2 Termination of a Service Order for Convenience. Customer may terminate a Service Order for convenience upon thirty (30) days prior written notice, subject to payment to Comcast of all applicable Termination Charges, provided no Termination Charges shall apply in the event Customer terminates a Service Order as a result of a Service Interruption (as defined in Section 12.2) caused by force majeure that continues for thirty (30) days.

5.3 Termination of a Service Order for Cause. If either party breaches any material term of the Agreement and the breach continues uncured for thirty (30) calendar days after written notice of that breach, the other party immediately may terminate for cause any Service Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) calendar days after receipt of written notice of non-payment, or if Customer fails to make payment of all undisputed charges on or before the due date on three (3) or more occasions during any period of twelve (12) or fewer months, then Comcast may, at its option, (i) terminate the Agreement and/or (ii) terminate the affected Service Orders and/or (iii) suspend the Services under the

affected Service Orders and/or (iv) require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services.

5.4 Material Diminution of the Services. Comcast may modify the Services at any time in its sole discretion. If Comcast determines, in its reasonable sole discretion, that any such modification will materially diminish the value of the Services, then Comcast will provide Customer with at least sixty (60) days prior notice of the modification (a "Modification Notice"). If Customer is unwilling to continue receipt of the Services as modified, Customer must notify Comcast, within fifteen (15) days after receipt of the Modification Notice, that Customer is unwilling to continue receipt of the affected Services as modified (a "Refusal Notice"). If Customer sends a Refusal Notice and Comcast does not notify Customer prior to the termination of the sixty (60) day period set forth above that it rescinds the Modification Notice, Customer may terminate the affected Service Order(s) only with respect to the Services materially affected by such Modification Notice at the end of such sixty (60) day period without liability except for the payment of all amounts due for the Services and return of all Comcast Equipment provided in connection with such affected Services. Outstanding Service Orders for other non-affected Services shall not be affected. If Comcast notifies Customer within such sixty (60) day period that it rescinds the Modification Notice, the modifications to the Services described in the Modification Notice shall not be made and Customer shall have no right to terminate the affected Service Order(s).

5.5 Bankruptcy. If (i) a petition under any bankruptcy act is filed by or against either party (which petition shall not have been dismissed within 30 calendar days thereafter), (ii) either party executes an assignment for the benefit of creditors, (iii) a receiver is appointed for the assets of either party, or (iv) action is taken by either party to take advantage of any applicable insolvency or any other like statute, the other party immediately may terminate for cause the Agreement and/or any Service Order.

5.6 Effect of Termination of the Agreement or a Service Order. Following the expiration or termination of the Agreement or a Service Order for any reason: (i) Comcast may disconnect the Services to the applicable Service Location; (ii) Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems; (iii) unless the Agreement or Service Order has expired in accordance with the applicable Service Term(s), or unless Customer has terminated the Agreement or a Service Order on account of Section 5.4, Comcast immediately may collect Termination Charges; (iv) all amounts due for the Services or equipment provided by Comcast prior to the date of termination of the Service Order or Agreement shall be immediately due and payable and Comcast may draw on a deposit in order to satisfy any amount due; (v) Customer shall permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment; and (vi) Customer's right to use applicable Licensed Software and Services shall immediately terminate and Customer shall immediately return the Licensed Software to Comcast. If Customer fails to permit retrieval of Comcast Equipment, or if the retrieved Comcast Equipment has been lost, stolen, destroyed or damaged (normal wear and tear excepted), Comcast may invoice Customer for the replacement or repair cost of the Comcast Equipment, and Customer shall pay such invoice upon receipt.

5.7 Regulatory and Legal Changes. The parties acknowledge that the respective rights and obligations of each party as set forth in the Agreement are based on law and the regulatory environment as it exists as of the effective date of the Agreement. The parties agree that in the event of any subsequent decision by a legislative body, regulatory or judicial order, rule, regulation, arbitration or dispute resolution or other legal or regulatory action materially affecting the provisions of the Agreement at the federal, state, or local level, either party may, by providing written notice to the other party, require that the affected provisions of the Agreement be renegotiated in good faith. If the parties cannot agree on a revised Agreement within sixty (60) calendar days of notice by either party to the other of such change in legal or regulatory environment, either party may terminate the Agreement by written notice to the other.

6. Limitation of Liability.

6.1 THE ENTIRE LIABILITY OF COMCAST ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, SHALL BE LIMITED TO THE CREDIT ALLOWANCES AS SET FORTH IN SECTION 12.2 HEREOF. IN NO EVENT SHALL THE TOTAL LIABILITY OF COMCAST OR ITS EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, MERCHANTS,

LICENSORS, SUCCESSORS, OR ASSIGNS FOR ANY AND ALL OTHER DAMAGES, LOSSES, AND CAUSES OF ACTION NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE, OR OTHERWISE, EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST UNDER THE APPLICABLE SERVICE ORDER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED.

6.2 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, COMCAST DISCLAIMS ALL 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. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

6.3 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOST REVENUES) ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.4 IN NO EVENT SHALL COMCAST, OR ITS EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, MERCHANTS, OR LICENSORS BE LIABLE FOR ANY LOSS OR DAMAGE TO STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE. CUSTOMER IS ADVISED TO BACK UP ALL DATA, FILES AND SOFTWARE PRIOR TO THE INSTALLATION OF THE SERVICES AND AT REGULAR INTERVALS THEREAFTER.

6.5 Responsibility for Content. All content and material accessed through the Services is accessed and used by Customer or Customer's end-users at Customer's or their own risk, and neither Comcast nor its Affiliates shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content or material.

6.6 Monitoring of Postings and Transmissions. Comcast shall have no obligation to monitor postings or transmissions made in connection with the Services. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to monitor any such postings and transmissions, including without limitation e-mail, newsgroups, file attachments, chat, IP audio and video, and web space content, from time to time and to disclose them in accordance with the term of the Agreement and as otherwise required by law or government request. Comcast reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, Comcast, in its sole discretion, determines is unlawful or in violation of the Agreement or the AUP.

6.7 Eavesdropping. Comcast's network facilities are used by numerous persons or entities including, without limitation, other customers. As a result, there is a risk that Customer could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor Customer's use of the Services. This risk of eavesdropping exists not only with Comcast's facilities, but also on the Internet and other services to which access is provided as a part of the Services. Any sensitive or confidential information posted, stored, transmitted or disseminated by Customer is done so at Customer's sole risk and should be encrypted, and neither Comcast nor its Affiliates shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by Customer or Customer's failure to encrypt.

6.8 FTP/HTTP Service Setup. Customer acknowledges that when using the Services there are certain applications such as FTP (File Transfer Protocol) server or HTTP (Hyper Text Transfer Protocol) server which may be used by other persons or entities to allow such other persons or entities to gain access to Customer-Provided Equipment. Customer is solely responsible for the security of Customer-Provided Equipment, including without limitation any data stored on such Customer-Provided Equipment. Neither Comcast nor its Affiliates shall have any liability whatsoever for any claims,

losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications or the access by others to the Customer-Provided Equipment.

6.9 File and Print Sharing. The Services function in some ways as a Local Area Network (LAN) with each Service Location constituting a node on the network. As such, users outside of the Service Location may be able to access the Customer-Provided Equipment. In addition, some available software includes capabilities that will permit other users to gain access to the Customer-Provided Equipment, and to the software, files and data stored on such equipment. For example, operating systems such as Windows and Macintosh include file sharing and print sharing capabilities which, when enabled, will permit other users to gain access to the Customer-Provided Equipment, even if Customer is not using the Services. Comcast recommends that Customer disable file and print sharing and other capabilities that allow outside users to gain access to the Customer-Provided Equipment. Customer acknowledges that if Customer chooses to run such applications, Customer should take appropriate security measures, and that any failure by Customer to follow this recommendation is at Customer's sole risk. Neither Comcast nor its Affiliates shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to access by others to the Customer-Provided Equipment, or to the software, files and data stored on such equipment.

7. Intellectual Property Rights.

7.1 Software License. If, as part of the Services, Comcast provides software, then Comcast grants Customer and End User(s) a limited, nonexclusive, nontransferable and nonassignable license to install and use the software as provided herein as well as software from its licensors that Comcast incorporates into its access software, all associated user documentation and any updates thereto (collectively, the "Licensed Software") for use with the Services. All rights, title and interest to the Licensed Software, including associated intellectual property rights, are and will remain with Comcast and Comcast's licensors. Customer may not decompile, reverse engineer, distribute, or translate any part of the Licensed Software. Customer acknowledges that the Licensed Software, and any accompanying documentation and/or technical information, may be subject to applicable export control laws and regulations of the United States. Customer agrees not to export or re-export the Licensed Software, directly or indirectly, to any countries that are subject to United States export restrictions. Customer acknowledges that use of the Licensed Software is governed by the Agreement and that Comcast may terminate use of the Licensed Software and, if necessary, the Services in the event Customer violates this Section.

7.2 Ownership of Addresses. Customer acknowledges that use of the Services does not give Customer any ownership or other rights in any Internet/on-line addresses provided to Customer, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses. Comcast may modify or change such addresses at any time and shall in no way be required to compensate Customer for such changes.

7.3 Authorization. By using the Services to publish, transmit or distribute material or content, Customer warrants that it has the right to publish, transmit and distribute such material or content. Customer acknowledges that material posted or transmitted using the Services may be copied, republished or distributed by third parties, and Customer agrees to indemnify, defend and hold harmless Comcast, its agents and Affiliates from and against any liabilities resulting from such actions.

7.4 Copyright in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or Affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling, bundling or publication of any part of the Services without express prior written consent from Comcast or other owner of such material is prohibited. Without the explicit prior written consent of Comcast, Customer may not bundle any part of the Services with other services or equipment for delivery or resale to any person or entity. Customer warrants that it is purchasing the Services for end-use only, not to be redistributed to others or bundled into another service offering.

7.5 Updates. Customer acknowledges that use of the Services may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment. If Comcast provides updates and changes, such updates and

changes may be performed remotely or on-site by Comcast, at its sole option.

8. Confidential Information and Privacy.

8.1 Disclosure and Use. All Confidential Information disclosed by either party shall 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, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who agree to keep the Confidential Information confidential and who have a need to know for the purpose of performing the Agreement, using the Services, and rendering the Services (provided that the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (ii) as otherwise authorized by the Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case will the degree of care be less than reasonable care.

8.2 Remedies. Notwithstanding any other Section of the Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 8, including, but not limited to, injunctive relief.

8.3 Privacy. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third-parties, is described in the Comcast Commercial Internet Privacy Policy. Customer acknowledges receipt of the Comcast Commercial Internet Privacy Policy and Customer consents to the terms of the policy as it may be modified by Comcast from time to time.

9. Prohibited Uses. Customer agrees that neither Customer nor any of its end-users shall use the Services or the Comcast Equipment, directly or indirectly, to undertake or accomplish any unlawful purpose or in violation of any posted Comcast policy applicable to the Services including without limitation the AUP. Comcast may put into effect or modify any such policy or AUP at any time without notice by posing a new version of the policy or AUP at work.comcast.net or on another web site of which Customer has been notified by Comcast from time to time. Customer should consult the AUP and other posted policies regularly to conform to the most recent versions.

10. Hosting.

10.1 Web Hosting. If a Service Order provides that Comcast shall provide web hosting services, Comcast will host Customer's web site in accordance with Comcast's then-current published specifications including, without limitation, storage levels. Customer is solely responsible for creating, uploading and maintaining website content. Comcast does not claim any ownership of any material that Customer publishes, transmits or distributes using the Services, including without limitation on any web site. Customer is solely responsible for the content, quality, performance and all other aspects of any goods or services offered via Customer's web site. Customer is solely responsible for the content of all materials published on the web site. Customer assumes all responsibility for use by others of the web site, (including without limitation commercial transactions, whether complete or not). Customer shall indemnify and hold harmless Comcast, its employees, Affiliates, agents and contractors of and from any and all losses, damages, rights, claims and actions with respect to, or in any way arising from the web site. Comcast is not responsible for backup or restoration of any content (including, without limitation, data, files, informational materials, electronic messages or any other content).

10.2. Domain Name Hosting. If the Services, as indicated in a Service Order, include domain name hosting, Comcast will host Customer's domain on Comcast's domain name servers located in a Comcast data center. Customer is responsible for transferring the domain to Comcast's servers. Comcast will use commercially reasonable efforts to assist Customer in transferring its domain name but only to the extent that Customer provides Comcast with all information necessary for transfer. The InterNIC (or other domain name registering authority) will invoice Customer directly for any applicable registration fees, maintenance fees and other applicable fees. Customer is entirely responsible for the payment of such fees. Comcast does not represent or warrant that any domain name Customer chooses will be available on an initial or ongoing basis. Customer, not Comcast, shall have ownership, control and use of the domain name. Customer shall

indemnify and hold harmless Comcast, its employees, Affiliates, agents and contractors of and from any and all losses, damages, rights, claims and actions with respect to, or in any way arising from InterNIC's (or other domain name registration authority's) removal of allocation or support for Customer's domain name. If Customer requires modification of a domain name or additional DNSs, additional charges may apply from Comcast and/or the registration authority.

12. Service Performance.

12.1 Technical Service Support. Comcast will provide and maintain a 24 x 7 x 365 Network Operations Center ("NOC") that will monitor the Comcast network for ongoing operations. Customer will designate a technical contact person who will provide all tier one support to ascertain whether a problem has been caused by Customer, end users, Customer Provided Equipment, software or products or by Comcast, the Comcast Equipment or the Services. If Customer's technical contact, following such analysis, reasonably determines that the problem was not caused by Customer, end user(s), Customer Provided Equipment, or Customer software or products, then Customer's technical contact may refer the problem to Comcast technical support, which will use technical service representatives ("TSRs") on a 24 x 7 x 365 basis to identify and to resolve the problem. If a TSR is unable to resolve the problem following commercially reasonable efforts, the problem will be escalated by Comcast to its tier support group, which will use system engineers to assist the TSR in resolving the problem. Comcast will provide a toll-free number for Customer's technical contact to use in connection with all Comcast-related technical issues.

12.2 Credit Allowances. Comcast will allow a pro-rata credit against future payment for Service Interruptions, except as specified below. "Service Interruption" shall mean a break in transmission which renders the Services unusable for transmission and reception Customer or its end user(s). For the purposes of calculating a credit allowance, the Service Interruption period begins when Customer reports the Service Interruption to Comcast and a trouble ticket is opened. The Service Interruption ends when the Services have been restored and the trouble ticket has been closed by Comcast. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Service Interruption duration will be determined by Comcast using the Comcast trouble ticket system.

Length of Service Interruption	Period to be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/8th Day
3 hours up to but not including 6 hours	1/4th Day
6 hours up to but not including 9 hours	3/8th Day
9 hours up to but not including 12 hours	1/2th Day
12 hours up to but not including 15 hours	3/4th Day
15 hours up to and including 24 hours	1 Full Day

The total number of credit allowances per month is capped at the monthly recurring charge for the affected Service Location. Credit allowances will not be made for amounts below \$1.00. Service Interruptions are not aggregated for the purposes of determining the credit allowance.

12.3 Credit Processing. All claims for credit allowances must be submitted to Comcast in writing within thirty (30) days of the event that caused the Service Interruption. Customer must submit the following information with the claim: (a) specific description of the Service Interruption; and (b) the date and time of the Service Interruption. Comcast will acknowledge and review all claims promptly and will inform Customer by electronic mail whether a credit allowance will be issued or rejected, with reasons specified for rejecting the claim.

12.4 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the remedies set forth herein if such

Service Interruption is related to, associated with, or caused by scheduled maintenance events, Customer, Customer Provided Equipment, software or products, or end user(s). Comcast's standard maintenance period is Sundays from 12 a.m. to 5 a.m., Eastern Standard Time/Eastern Daylight Time.

13. Indemnification.

13.1 Indemnification. Comcast shall indemnify defend, and hold harmless Customer and its parent company, Affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of a U.S. patent or copyright relating to the Comcast Equipment or the Services; damage to tangible personal property or real property arising out of the negligence or willful misconduct of Comcast while working at a Service Location; personal injuries (including death) arising out of the negligence or willful misconduct of Comcast while working at a Service Location. Customer shall indemnify, defend, and hold harmless Comcast and its directors, officers, employees, agents, subsidiaries, Affiliates, successors, and assigns from any and all Claims as a result of Customer's or end user(s)' use of the Services, any Customer Provided Equipment, software, products, or content, including with respect to libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service marks; for patent infringement arising from Customer's combining or connection of Customer Provided Equipment, software or products to use the Services; for damage to tangible personal property or real property arising out of the negligence or willful misconduct of Customer; for personal injuries (including death) arising out of the negligence or willful misconduct of Customer with respect to End User(s).

14. Miscellaneous Terms.

14.1 Force Majeure. Neither party nor its Affiliates, subsidiaries, or contractors 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, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused.

14.2 Assignment and Transfer. Neither party may assign the Agreement in whole or in part, or delegate any of its duties or obligations hereunder, without the prior written consent of the other party, except that without such consent (i) either party may assign the Agreement or a Service Order to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii) either party may assign the Agreement or a Service Order to an Affiliate, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this Section shall be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform the Services.

14.3 Publicity. 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. 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, except as permitted by the Agreement or otherwise consented to in writing by the other party. Notwithstanding the foregoing, Comcast may include Customer's name on Comcast's customer lists.

14.4 Notices. All notices, demands, requests or other communications given under the Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth in the Service Order.

14.5 Entire Understanding. The Agreement, together with any exhibits, schedules, attachments and appendices, constitutes the entire understanding of the parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services

or the parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

14.6 Construction. 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.

14.7 Survival. The rights and obligations of either party that by their nature would continue beyond the expiration or termination of the Agreement or a Service Order shall survive termination or expiration of the Agreement or the Service Order.

14.8 Choice of Law. The substantive laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation, and performance of the Agreement, except to the extent superseded by federal law.

14.9 No Third Party Beneficiaries. The Agreement does not expressly or implicitly provide any third party (including end user(s)) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

14.10 No Waiver; Etc. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

14.11 Counterparts. The Agreement may be executed in counterparts.

14.12 Time to Bring Claims. Customer must initiate any legal action arising under the Agreement within two (2) years after the cause of action arises.

14.13 Independent Contractors. Nothing in the Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Comcast and Customer