

INDEFEASIBLE RIGHT OF USE AGREEMENT

THIS INDEFEASIBLE RIGHT OF USE AGREEMENT (the “Agreement”) is made and dated as of _____, 2015, by and between Comcast of St. Paul, Inc., a Delaware corporation, having a place of business at 10 River Park Plaza, St. Paul, MN 55107 (hereinafter referred to as “Comcast”), and the City of St. Paul, a city in the state of Minnesota (hereinafter referred to as “the City”). Comcast and the City may, at times, be referred to as a “Party” or collectively referred to as the “Parties” as the context requires.

RECITALS

WHEREAS, Comcast and the City were among the parties to the Saint Paul Cable Franchise adopted by C.F. No. 98-234, and thereafter amended by agreement of the parties (the “1998 Franchise”) which agreement, among other things, required Comcast to provide certain institutional network facilities; and

WHEREAS, as part of resolution of issues among the parties, the parties have agreed to the terms of a new Franchise, which has the effect of modifying and extending the 1998 Franchise (the “Modified Franchise”); and

WHEREAS, the intent of this Agreement is to continue to provide the City an indefeasible right to use certain existing fibers, equipment and facilities provided by Comcast under the 1998 Franchise, and to provide the City an indefeasible right to use certain fibers, facilities and equipment that will be provided pursuant to this Agreement, and such other rights as are necessary to the enjoyment of the same, as described herein;

WHEREAS, the Parties have further agreed that the City will also purchase certain services from Comcast, in accordance with that certain Metro-E Agreement dated for purposes of identification _____, 2015 (the “Service Agreement” attached hereto as Exhibit A) and in connection with the provision of those services, Comcast will use the fibers, equipment and facilities described above;

WHEREAS, the Parties have further agreed that a breach of this Agreement may be treated as a breach of the Modified Franchise; and

WHEREAS, the Parties agree that this Agreement is not intended to be executory, and could not be rejected in the event of bankruptcy, and is instead is a fully performed transfer of an indefeasible right of use;

NOW THEREFORE, in consideration of the foregoing, and of the promises and covenants contained in this Agreement, the parties agree as follows:

1. Indefeasible Right of Use

- 1.1. Comcast hereby grants an indefeasible right of use (“IRU”) in the fibers, equipment and facilities described in Exhibit B (herein the “Fiber Facilities”) under the terms and conditions set forth in this Agreement.
- 1.2. The quantity and the path assignment of the Fiber Facilities’ in which IRU is granted are as specified in Exhibit B of this Agreement.
- 1.3. This grant is a transfer to the City of rights to exclusive use of the Fiber Facilities sufficient to grant the City an exclusive and irrevocable right to use the fibers during the Term, the term “use” including not just the right to send signals to and through the fibers, but to attach devices to the fibers, and to splice and maintain the fibers subject to those limits set forth herein. Grantor may take no action with respect to the Fiber Facilities that would prevent its continued use by the City, or otherwise adversely affect the rights of the City granted herein, except with the City’s consent. The IRU includes, without additional charges, all rights necessary to access and fully maintain and utilize the Fiber Facilities, subject to the express limitations of this agreement, and without need to separate the Fiber Facilities from other facilities. *Provided that*, the City shall have no right to repair and maintain the Fiber Facilities itself if the Service Agreement or this Agreement is terminated because of the City’s breach of its payment obligations under those agreements. The City shall hold and be responsible for all governmental permits, certificates, licenses, or other governmental authorizations necessary to perform the work on the Fiber Facilities.
- 1.4. Except in the circumstances provided herein, the Fiber Facilities in which IRU is granted shall be used only for the purpose of Comcast performing its obligations under the Service Agreement, and Comcast shall be solely responsible for the repair and maintenance of the Fiber Facilities. However, in the event:
 - 1.4.1. Comcast ceases providing service, or notifies City that it intends to cease providing such services, under the terms of the Service Agreement, unless the City terminates service pursuant to section 5.1 of the Service Agreement General Terms and Conditions, or Comcast terminates service for breach by the City pursuant to section 5.2 of the Service Agreement General Terms and Conditions (as amended). Notice under this section may include, but is not limited to, the filing of a petition in bankruptcy seeking relief from the Service Agreement; or
 - 1.4.2. Comcast is found by resolution of the City Council to be in breach of its obligation to build Fiber Facilities; or

- 1.4.3. Comcast fails to meet the Service Agreement performance standards as described in Section 1.5;

then and only then may the City exercise its right to maintain and repair the Fiber Facilities and all other rights of use it has under Section 1.3. The City may utilize the Fiber Facilities for any lawful government purpose, except the City may not resell capacity on the Fiber Facilities to any third party, unless it is for City purposes (i.e., the City's network needs and not for commercial retail purposes), without the written permission of Comcast. For example, the City's charging of a cost-recovery fee to another local governmental unit for connectivity needed to provide a contracted or shared City service, such as fire service to Maplewood would not constitute resale. However, the sale of services or capacity on the Fiber Facilities such as to the State of Minnesota for the transport of State traffic to another City, County, non-profit or for profit company, or individual person unrelated to the provision of services in St. Paul would constitute resale prohibited under this Agreement.

- 1.5. Comcast will have failed to satisfy the Service Agreement Performance Standards, and Section 1.4.3 will apply if:

- 1.5.1. In three months out of any six-month consecutive period Comcast fails to maintain any one or more of the Service Agreement performance standards for availability, latency or packet loss as set forth in Attachment A-1.1 of that certain Comcast Enterprise Services, Product Specific Attachment, Ethernet Transport Services (Performance Tier 1, Basic Class of Service) executed between the City and Comcast of St. Paul, Inc. on _____, 2015; and

- 1.5.2. City provides notice of the failure to satisfy the standards;

- 1.5.3. In three months out of any six-month consecutive period commencing 90 days after notice is provided, Comcast fails to satisfy any one or more of the Service Agreement performance standards for availability, latency or packet loss as referenced in 1.5.1; and

- 1.5.4. The City Council, after holding a hearing at which Comcast shall be allowed to appear and speak, by resolution the City finds that Comcast has failed to satisfy the Service Agreement.

- 1.6. The Fiber Facilities shall meet manufacturer's specifications and the requirements of Exhibit B.

2. Financial Obligations of the City.

In consideration of the granting of IRU pursuant to this Agreement, the City agrees to pay the sum of Two Million Dollars and no/100 (US \$2,000,000).

3. Billing and Payment.

Billing for the City's payment of the IRU Capital Contribution payments shall be structured in accordance with the build-out schedule described in Exhibit C to this Agreement. Payments will be made in accordance with the terms of each invoice.

4. Limitation of Liability; Accrual of Rights in Event of Service Agreement Default.

Except as provided in the Service Agreement, neither party shall be liable to the other for consequential or punitive damages under any circumstances.

5. Title

- 5.1. All right, title and interest in the Fiber Facilities, other than the rights and title granted by Section 1.3, this section or by law shall at all times during and after the Term of this Agreement remain with Comcast. Provided that, should Comcast for any reason no longer have the right to maintain its facilities within the City, then to the extent required to ensure the City may continue to use the Fiber Facilities, title and interest to the Fiber Facilities shall pass to the City without the need for any further action on the part of the Parties.
- 5.2. The City shall retain sole and exclusive title to the patch panel and any facilities installed by it.
- 5.3. Neither party, directly or indirectly, shall create or impose any lien on the property of the other party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit the owner of any facilities from permitting the creation or imposition of a lien or security interest on facilities that it owns provided such lien does not affect the rights of the other party hereto.
- 5.4. With the exception of the existing fiber as described in Exhibit B, the City is provided a vested purchase option to purchase all portions of the Fiber Facilities, and the rights owned or held by Comcast necessary to the enjoyment of those facilities, for the sum of \$1 in the event that

Comcast fails to complete the Fiber Facilities as required in Section 1 and as described in Exhibit C, Addendum 1.

6. Representations and Warranties of Comcast.

Comcast hereby represents, warrants and covenants as follows:

6.1 Comcast is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, is duly authorized to do business in the state of Minnesota and has full organizational power and authority to execute, deliver and perform the terms of this Agreement.

6.2 Comcast has rights sufficient to grant the rights of use granted under Section 1.

6.3 In the event that Comcast assigns any or all of its ownership interests to the Fiber Facilities in any way whatsoever, this Agreement shall survive all closings and continue to bind all successors in interest and shall not be terminated unless expressly agreed upon in writing by the City.

6.4 Neither the execution and delivery of this Agreement nor the performance of or compliance with the terms and conditions hereof will conflict with any statute, ordinance or regulation to which Comcast is subject.

6.5 Any representation or warranty made or to be made by Comcast will not contain any untrue statement of material fact and will not omit or fail to state any material fact necessary to make the statements contained in any such representation or warranty, in light of the circumstances under which it was made, not misleading.

6.6 Comcast has obtained all required regulatory authorizations, construction permits, and appropriate agreements for installation and use of the Fiber Facilities.

7. Representations and Warranties of the City.

The City represents and warrants that the City will only use the Fiber Facilities in compliance with this Agreement and the Service Agreement, so long as that agreement remains in full force and effect.

8. Indemnification

8.1 Subject to Minnesota Statutes, municipal limits on liability and all immunities the City may enjoy, including the limitation of payment to only those liabilities or obligations that the City would have if it was acting by

itself and could assert all of its immunities, the City shall indemnify and hold harmless Comcast, its employees, officers and directors, and its affiliates and employees, officers and directors thereof, from any liability (including reasonable attorneys' fees) for damages arising out of, or resulting from, the City's use of the Fiber Facilities, or from the use by any person authorized by the City to use the Fiber Facilities.

8.2 Comcast shall indemnify, defend and hold harmless the City, and its officers, boards, committees, commissions, elected and appointed officials, employees, and agents from and against all direct liability (including reasonable attorneys' fees), damages and penalties which they may legally be required to pay as a result of: (i) Comcast's material default under this Agreement; and (ii) Comcast's unauthorized transmission of a signal over either of the Fiber Facilities, or as a result of Comcast's unauthorized modification of City signals, or the Fiber Facilities.

9. Default.

9.1 In the event of default under sections 2 or 3 of this Agreement, Comcast may suspend the IRU granted to the City under this Agreement and terminate this Agreement pursuant to the following procedure:

(a) Upon occurrence of default, Comcast may notify the City in writing of its intent to suspend the IRU granted to the City under this Agreement, if any payment required under this Agreement is ninety (90) days overdue or such breach is not remedied within thirty (30) calendar days of notification, whichever is earlier.

(b) If full payment has not been made or such breach has not been remedied at the end of such thirty (30)-day notification period or ninety (90) days any payment is past due, whichever is earlier, Comcast may immediately suspend the IRU by giving the City written notice of such effect.

9.2 In the event of termination of this Agreement pursuant to this section, this Agreement shall be deemed to cease as of the date of the notification given to the City pursuant to section 11. No refund of the payments which the City has already made until the termination of this Agreement, if such is the case, shall be made to the City under such circumstances.

10. Term.

This Agreement shall become effective on the day and year first above written and shall continue in effect for the duration of twenty-two (22) years from the completion of the Fiber Facilities, which has been determined the useful life of

the Fiber Facilities, except for the termination of this Agreement by Comcast against the City's default pursuant to Section 9 of this Agreement.

11. Notice.

Unless otherwise agreed to by the parties, any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee, deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or sent by overnight mail addressed as follows, or to such other address as the receiving party specifies in writing:

Notices to the City shall be provided to:

City of St. Paul
Director of Technology and Communications
25 4th St. W. CHA 1200
St. Paul, MN 55102

Notices to Comcast shall be provided to:

Mr. Jeffrey Freyer
Regional Vice President
Comcast of St. Paul, Inc.
10 River Park Plaza
St. Paul, MN 55107

12. Trade Secret Data.

All data and information that is acquired or received by the City regarding the Fiber Facilities, including such data contained in this Agreement, regarding the location, description, quantity, or quality of Fiber Facilities is trade secret data as described in Minnesota Statutes section 13.37 and shall be treated as non-public data under Minnesota Statutes Chapter 13, except as a court or agency of competent jurisdiction may otherwise direct

13. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument; and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one complete set of such counterparts.

14. Captions.

All headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement. Whenever

used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15. Governing Law and Binding Effect.

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Minnesota.

16. Waivers and Amendments.

This Agreement may not be amended nor shall any waiver, change, modification, consent or discharge be effected, except by an instrument in writing adopted, in the case of an amendment, by each party and, in the case of a waiver, consent or discharge, executed by the party against whom enforcement of such instrument is sought. Any consent by either party to, or waiver of, a breach by the other party shall not constitute a waiver or consent to any subsequent or different breach. If either party shall fail to enforce a breach of this Agreement by the other party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

17. No Third Party Beneficiaries.

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in a contractual relationship with the City or Comcast, or both; and (2) the terms of this Agreement are not intended to release, either by contract or by operation of law, any third person or entity from obligations owed by them to either the City or Comcast.

18. Entire Agreement.

With the exception of the Modified Franchise, the Service Agreement and Settlement Agreement, this Agreement, including the recitals and schedule herein, contains the entire agreement of the parties regarding the subject matter hereof and supersedes all other agreements, oral or written, heretofore made with respect to the subject matter hereof and the transactions contemplated hereby.

19. Recitals.

The recitals herein are incorporated by reference into this Agreement and are made a part hereof.

20. Assignment.

20.1 Comcast may assign this IRU Agreement and its rights and obligations hereunder, and may sublicense any rights granted hereunder to any third party subject to any assignee agreeing to become party to and subject to all terms and conditions of this IRU Agreement, and provided that such assignee is or will become the owner of the Cable System which is the subject of the Modified Franchise at the time of such assignment and will hold the Required Rights.

20.2 The City may assign this IRU Agreement to an agency, instrumentality or subdivision of itself or to any entity that succeeds it as a governing body for a geographic area that includes the City of St. Paul which agrees to be party to the Service Agreement, but may not assign this IRU Agreement to any other entity without Comcast's prior written consent.

20.3 Nothing in this Agreement will be deemed to limit or restrict Comcast's ability to transfer the Cable System, subject to the rights of the City under this Agreement.

21. Complete Transfer of Rights

The parties agree that it is their intent and understanding, in entering into this Agreement, to create the transfer of rights to the City as more fully described herein. The parties believe that, as to those portions of the Fiber Facilities already in existence, and as to each portion of the Fiber Facilities as it is completed and accepted, this Agreement is not an executory contract, because all of the obligations of the parties have been fully performed, and because this Agreement does not create ongoing contractual obligations, but instead completes the transfer of the interests provided for herein. Comcast will take all steps reasonably necessary to provide further assurance to the City of the effectiveness of this transfer, and will take no actions to impair or cast doubt upon the continuing effect of this Agreement as a complete and irrevocable transfer of a right of use.

The parties regard the Service Agreement as a separate agreement, with separate consideration, dealing with a separate subject. Rejection or breach of the Service Agreement shall not in any way impair the interests of the City under this Agreement for so long as this Agreement and the provisions hereof remains in effect.

22. Severability.

In the event any one (1) or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and binding upon the parties.

23. Condemnation.

If all or any portion of the Fiber Facilities is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, either Party shall be entitled to terminate this Agreement with respect to such portion of the Fiber Facilities upon sixty (60) days' prior written notice to the other Party. In such event, both parties shall be entitled, to the extent possible under applicable law, to participate in any condemnation proceedings to seek to obtain compensation by either joint or separate awards for the economic value of their respective interests in the Fiber Facilities.

24. Casualty.

If all or any portion of the Fiber Facilities is made inoperable and beyond feasible repair because of a casualty or other force majeure event, either Party shall be entitled to terminate this Agreement with respect to the portion of the Fiber Facilities affected by such casualty or other force majeure event upon sixty (60) days' prior written notice to the other Party. In such event, both parties shall be entitled to seek to recover the economic value of their respective interests in the Fiber Facilities (i) under any insurance policy carried by either party or any third party, or (ii) in either joint or separate actions, from any third party that may be legally responsible for causing such casualty. Any portion of the Fiber Facilities that must be repaired as part of the Service Agreement is not subject to this provision, and this provision shall not allow termination if Comcast is able to repair or provide operable fiber for its own use, as such a repair or provision would be deemed to include replacement fiber for the Fiber Facilities.

25. Successors and Assigns.

This Agreement, and the terms, covenants, warranties and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective authorized heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns. Unless otherwise expressly stated herein, nothing in this Agreement shall be construed as an authorization or right of any party to transfer or assign its rights in or delegate its duties under this Agreement without the prior written consent of the other party, except that any consent of the City to the transfer or change of control of the Modified Franchise shall be deemed a consent to the transfer or assignment of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF ST. PAUL

COMCAST OF ST. PAUL, INC.

By: _____
Print Name: _____
Title: Deputy Mayor
Date: _____

By: Jeff Freyer
Print Name: Jeffrey Freyer
Title: Regional Vice President
Date: 3/10/15

By: _____
Print Name: _____
Title: Director, Office of Financial Services
Date: _____

By: _____
Print Name: _____
Title: Director, Office of Technology and Communications
Date: _____

By: _____
Print Name: _____
Title: Deputy Director, HREEO
Date: _____

By: _____
Print Name: _____
Title: City Clerk
Date: _____

Approved as to form and insurance:

Daphne Lundstrom, Assistant City Attorney
Date: _____

EXHIBIT A – METRO-E SERVICE AGREEMENT



**COMCAST ENTERPRISE SERVICES
MASTER SERVICES AGREEMENT (MSA)**

MSA ID#: MN-254822-larha	MSA Term: 120 months	Account Name: City of St. Paul
CUSTOMER INFORMATION		
Primary Contact: Chris Deloia	Primary Contact Address Information	
Title: Deputy Director, Office of Technology & Communications	Address 1: 25 4 th Street West	
Phone: 651-266-6792	Address 2:	
Cell: 651-295-5513	City: St. Paul	
Fax:	State: MN	
Email: Christian.deloia@ci.stpaul.mn.us	Zip Code: 55102	

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast of St. Paul, Inc. and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) PSA(s) (2) Amendments, (3) General Terms and Conditions (4) Sales Orders; and (5) this Cover Page. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

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

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred).

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

CUSTOMER SIGNATURE (by authorized representative)		
Signature:		
Name:		
Title:		
Date:		
COMCAST USE ONLY (by authorized representative)		
Signature:	Sales Rep: Steven Urquhart	
Name:	Sales Rep	Email:
	Steven Urquhart@cable.comcast.com	
Title:	Region:	
Date:	Division:	

Jeff Freyer
Jeff Freyer
 RVP
 3/10/15

COMCAST ENTERPRISE SERVICES GENERAL TERMS AND CONDITIONS

VERSION: 1.2

DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Enterprise Services Master Services Agreement or MSA: Consists of the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, these Enterprise Services General Terms and Conditions (“General Terms and Conditions”), the then current Product-Specific Attachment for each ordered Service (“PSA”), any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions (“Amendment(s)”), and each Sales Order accepted by Comcast under the Agreement.

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Enterprise Services Master Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the General Terms and Conditions, PSAs and other Comcast security and privacy policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

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 any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential.” or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of 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 company, corporation, or other entity named on the Enterprise Services Master Service Agreement Cover Page and a Sales Order.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer’s provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These Enterprise Services General Terms and Conditions.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

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

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

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

Revenue Commitment: A commitment by Customer to purchase a minimum volume of Service during an agreed term, as set forth in a Sales Order.

Sales Order: A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only. Services available under this Agreement are identified on the Website.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s).

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

Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Termination Charges: Charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

ARTICLE 1. CHANGES TO THE AGREEMENT **TERMS**

Comcast may change or modify the Agreement, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the 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 notice Comcast is able to verify such adverse affect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and

maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other 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.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. 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 that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

2.5 Ownership, Impairment and Removal of Network.

The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground 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 including, but not limited to, that portion of the Network that is located in the Service Location. 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.

2.6 Customer-Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based

services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. 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. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. Any charges not paid to Comcast within such period will be considered past due. 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 date of installation 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. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. 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. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that

such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.6 Taxes and Fees. 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 also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for 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, including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, 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. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment which Customer fails to return in accordance with the Agreement. 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. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.10 Rejected Payments. 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.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Customer shall be allowed to submit Sales Orders to Comcast during the term referenced on the Master Service Agreement Cover Page ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Sales Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Sales Order. Unless otherwise stated in these terms and conditions or the applicable PSA, if a Sales Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date. In the event Customer fails to satisfy a Revenue Commitment, Customer will be billed a shortfall charge pursuant to the terms of the applicable PSA.

4.3 Sales Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"). unless otherwise stated in these terms and conditions or prior 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. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 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 during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the

Services, any and all applicable Termination Charges, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, 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 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) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice 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. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A.** Comcast shall disconnect the applicable Service;
- B.** Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C.** If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any);
- D.** Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and

E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 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. 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 HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) 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 advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, 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 ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. 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 U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; 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 Customer Service Location.

7.2 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 use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. 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 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. 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. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it 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.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights 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. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 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 have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and 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 (ii) as otherwise authorized by this 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 using a degree of care less than a reasonable degree of care.

9.2 Exceptions. 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) is or 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.

9.3 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.

9.4 Passwords. Comcast may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Comcast website materials. Customer understands and agrees that such information shall be subject to Comcast's access policies and procedures located on Comcast's Web Site.

9.5 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 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is at issue, and that Comcast may disclose the

same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and 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 assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to 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 is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) 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 cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, 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.

11.2 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 under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. 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 as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, 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. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, 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 Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. 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.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability

11.6 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.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. 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.

11.9 No Third Party Beneficiaries. 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.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver: Etc. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. 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.

11.13 Article Headings. 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.

11.14 Compliance with Laws. 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.

FIRST AMENDMENT

TO

COMCAST ENTERPRISE SERVICES MASTER AGREEMENT NO. MN-254822-LARHA

This First Amendment (“Amendment”) is concurrently entered into on _____, 2015 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. _____ (“Agreement”) by and between Comcast of St. Paul (“Comcast”) and the City of St. Paul (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

WHEREAS, Comcast and the City were among the parties to the Saint Paul Cable Franchise adopted by C.F. No. 98-234, and thereafter amended by agreement of the parties (the “1998 Franchise”) which agreement, among other things, required Comcast to provide certain institutional network facilities; and

WHEREAS, the parties were in dispute as to their respective rights under the 1998 Franchise, and the prices paid under this agreement are in part related to the resolution of those disputes;

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

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

CHANGES TO THE GENERAL TERMS AND CONDITIONS:

1. DEFINITIONS:

- a. **“Agreement, Enterprise Services Master Services Agreement or MSA”** is deleted in its entirety and replaced with the following:

Agreement, Enterprise Services Master Services Agreement or MSA in reverse order of Precedence: Consists of 1) Initial Sales Order ID# MN-254822-larha-1174635; 2) Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions” Version 1.2 in effect as of the date of this Agreement, as may be updated by Comcast from time to time with the written consent of Customer’s Chief Information Officer, such consent not to be unreasonably withheld. At minimum, Comcast will annually present to Customer for consent any changes to the General Terms and Conditions, such consent not to be unreasonably withheld); 3) the then current Product-Specific Attachment for each ordered Service (“PSA”), 4) any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions

("Amendments") including this Amendment and 5) each subsequent Sales Order accepted by Comcast and Customer under the Agreement.

- b. **"Comcast Website or Website"** is revised as follows:

The Comcast website where Comcast security and privacy policies applicable to the Agreement will be posted. No policy enacted or amended after the date of this Agreement will be deemed incorporated into this Agreement without written City consent, such consent not to be unreasonably withheld. At minimum, Comcast will annually present to Customer for review and consent any changes to Comcast security and privacy policies, such consent not to be unreasonably withheld. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>.

Comcast may update the Website documents and/or URL from time to time and shall notify the City in writing of any changes in the URL. Policies enacted or revised after the date of this Agreement are only applicable to Customer or this Agreement if updated with the written consent of Customer's Chief Information Officer such consent not to be unreasonably withheld.

- c. **"Confidential Information"** is deleted in its entirety and replaced with the following:

Comcast claims that information it provides to Customer during the course of this Agreement constitutes Comcast's valuable property and that the information embodies substantial creative efforts which are proprietary, secret, confidential, not generally known by the public, and which secure to Comcast a competitive advantage, and are Confidential and Trade Secrets as defined by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Data Practices Act"), and not subject to public disclosure.

Customer agrees that, if a request is received for access to data that Comcast claims under this Agreement to be trade secret information, Customer will notify Comcast of the request. Comcast will, as soon as reasonably possible, but no later than five (5) business days from the time of notice, provide Customer written justification for its claim that the requested data is Trade Secret data. Customer shall review the justification. If it agrees, Customer shall so inform the requester. If it disagrees, Customer shall so inform Comcast and the data requester and will then act accordingly to respond to the request for data. Thereafter Comcast shall take all actions, including exercise of its legal remedies, it deems necessary to protect the disclosure of the data and Comcast shall defend, indemnify, and hold harmless Customer, its officials, employees and agents from any liability for failure to release, disclose, give access to, or copy the requested data.

- d. **Definition for "Initial Sales Order" is added and** shall mean Sales Order # MN-254822-larha-1174635 which is the request for Services to the 113 Customer Service Locations submitted by Customer to Comcast on a then-current Comcast form designated for that purpose.

- e. **"Sales Order"** is deleted in its entirety and replaced with the following:

Sales Order shall mean any Sales Order other than the Initial Sales Order that Customer

submits to Comcast as a request for Comcast to provide the Services to a Service Location(s) on a then-current form designated for that purpose.

- f. **“Service(s)”** is modified to read as follows:
A service provided by Comcast pursuant to a Sales Order under this Agreement.
- g. **“Termination Charges”** is deleted in its entirety as are all references to Termination Charges throughout the General Terms and Conditions.

- 2. **Article 1 “Changes to the Agreement Terms”** is deleted in its entirety and replaced with the following:

Alteration. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

- 3. **Article 2.1 “Orders”** is hereby modified to read as follows:

Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

Orders after the Initial Sales Order shall be governed by the pricing, terms and conditions set forth in Appendix A to this Agreement.

2.1.a. Initial Sales Order.

Comcast shall implement Metro Enterprise Services in accordance with Exhibit C, Addendum 1 of the Indefeasible Right of Use Agreement executed by the parties on _____, 2015 (herein the “IRU”) or as otherwise agreed to by the Parties. In addition to the Two Million and no/100 Dollar capital contribution being made by the City pursuant to Section 2 of the IRU to partially fund Fiber Facilities necessary to provide Metro Enterprise services under this Agreement, the City also agrees as part of the Initial Sales Order that it will pay Eighty-Five Thousand and no/100 Dollars annually to Comcast as an additional capital contribution to fund the Fiber Facilities described in the IRU.

- 4. **Article 2.2 “Access”** is hereby modified to read as follows:

In order to deliver certain Services to Customer, Comcast may require access, conduit, and/or common room space (“Access”), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast shall provide Customer written notice of such failure and

Customer shall have thirty (30) business days from the date said notice was received by the Customer to cure such failure. If Customer fails to correct such failure within the cure period, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, except with regard to cancelled or terminated services to Service Locations covered by the Initial Sales Order, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs or expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Service to such Service Location, Customer or Comcast may cancel or terminate Service to such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of the Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.2.a. Access control. Comcast acknowledges and warrants that its Services comply with all applicable state and federal laws and regulations. Data transmitted or stored through Services may be subject to the Minnesota Government Data Practices Act, CJIS, HIPAA, or PCI security standards. Comcast agrees to abide by all applicable laws and regulations. Customer agrees to limit access to not public data to persons with a need to know for the provision of services by Comcast and to those who meet applicable security requirements. In the event Comcast ceases to provide services or at the conclusion or termination of all agreements between Customer and Comcast, Comcast shall use its best efforts to return all Customer data to the Customer in a Customer-approved format and purge such data from Comcast computers and storage devices. Comcast will provide written verification of data purge.

5. **Article 2.3 Hazardous Materials.** If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Except with regard to Service Locations covered by the Initial Sales Order, any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services. With regard to Service Locations covered by the Initial Sales Order, any additional expense incurred by Comcast as a result of encountering hazardous materials shall be subject to approval by Customer, such approval not to be unreasonably withheld. If Customer does not approve such additional expense with regard to Service Locations covered by the Initial Sales

Order, then Comcast shall have no further duty to construct any facility or provide service to those Service Locations.

6. **Article 2.5 “Ownership, Impairment and Removal of Network”** is hereby modified to read as follows:

Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or 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 six (6) months following Comcast’s discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. 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.

7. **Article 2.7 “Engineering Review”** is modified to read as follows:

Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded (“Custom Installation”) in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee (“Custom Installation Fee”). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) business days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). Failure to respond within five (5) business days will be deemed a rejection. For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

8. **Article 3.2 “Third Party Charges”** is deleted in its entirety.

9. **Article 3.3 “Payment of Bills”** is hereby modified to read as follows:

Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty-five (35) days after receipt of invoice by the Customer. Any charges not paid to Comcast within such period will be considered past due. 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 date of installation

to the start of the next billing period.

10. **Article 3.7 “Other Government-Related Costs and Fees”** is hereby modified to read as follows:

Customer will pay fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, use, or provision of the Services, including, without limitation, applicable franchise fees, and universal service fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government fees and surcharges may be changed with or without notice. In the event that a newly adopted law, rule–or regulation imposes a new government fee or surcharge that increases Comcast’s costs of providing Services to Customer, Customer shall pay Comcast’s additional costs of providing Services to Customer under the new law, rule or regulation.

Notwithstanding the foregoing, this section does not apply to one-time permitting or other non-recurring charges incurred by Comcast which are directly related to the construction of the Network.

11. **Article 3.8 “Disputed Invoice”** is hereby modified to read as follows:

If Customer disputes any portion of an invoice by the due date, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer’s claim, 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. Comcast will refund/credit all valid disputes resolved in Customer’s favor as of the date the disputed charges first appeared on the Customer’s invoice. In the event any part of this provision conflicts with Minnesota Statute Section 471.425, the statute will govern.

12. **Article 3.9 “Past-Due Amounts”** is deleted in its entirety and replaced with the following:

Customer will comply with Minnesota Statute Section 471.425.

13. **Article 3.11 “Fraudulent Use of Service”** is hereby modified to read as follows:

Customer is responsible for all charges attributable to Customer’s authorized users with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer’s Service. Notwithstanding the above, the Comcast Enterprise Services sales administrative support team will use commercially reasonable efforts to notify customer when and if it becomes aware of any verified fraudulent activity on the Customer’s account.

14. **Article 4.2 “Sales Order Term/Revenue Commitment”** is hereby modified to read as follows: **“Initial Sales Order Term/Sales Order Term”**. The applicable Service Term of the Initial Sales

Order shall be co-terminus with the MSA Term. The applicable Service term of any other Sales Order shall be co-terminus with the MSA Term.

15. **Article 4.3 “Sales Order Renewal”** is deleted in its entirety and replaced with the following:
“Initial Sales Order/Sales Order Renewal”. Six (6) months before the expiration of the Initial Sales Order term and any subsequent Sales Orders, Comcast shall submit a renewal notice to Customer delineating the renewal pricing for Year 11 and Year 12 for the Initial Sales Order and any subsequent Sales Orders. Customer will have sixty (60) days from receipt of such notice to cancel (not renew) the Service Term of the Initial Sales Order or any subsequent Sales Order without further liability. Six (6) months before the expiration of the Year 11 and Year 12 term (if applicable) and any subsequent Sales Orders, Comcast shall submit a renewal notice to Customer delineating the renewal pricing for Year 13 and Year 14 for the Initial Sales Order and any subsequent Sales Orders. Customer will have sixty (60) days from receipt of such notice to cancel (not renew) the Service Term of the Initial Sales Order or any subsequent Sales Order without further liability. In the event Comcast fails to submit a renewal notice or Customer fails to accept or reject the renewal pricing as identified above, the Agreement and Initial Sales Order will terminate at the end of the Service Term. Notwithstanding the above, the Parties agree that the Customer may extend access to the Services in accordance with Article 11.17 Transition Services.

16. **Article 5.2 “Termination for Cause”** is hereby modified to read as follows:
If either Party breaches any material term of the Agreement, other than a payment term 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 materially affected by the breach (except Comcast may not under this section suspend or terminate service for safety-critical functions). If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make a payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service (except Comcast may not under this section suspend or terminate service for safety-critical functions) under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer’s non-payment of a charge subject to an open billing dispute. Subject to the Parties’ Indefeasible Right of Use Agreement, a Sales Order may be terminated by either Party immediately upon written notice 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. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

17. **Article 5.3.B** is deleted in its entirety and replaced with the following:
If requested by Customer, Comcast will use best and commercially reasonable efforts to return all

Customer data in a Customer-approved format and purge Customer data from Comcast networks and devices. Comcast will give Customer written verification that Customer data has been purged.

18. **Article 5.3C** is hereby modified to read as follows:

“If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may collect from Customer amounts owed to Comcast for the Services provided up to and including the effective date of termination.

19. **Article 5.3.D** is modified to read as follows:

Customer will permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer’s list price of the relevant Comcast Equipment or the cost of repair, whichever is lower, which amounts shall be immediately due and payable.

20. **Article 5.6 is added to the Agreement:**

Notwithstanding Article 5.3, 5.4 and 5.5, the Parties agree that upon termination of the Agreement, termination of a Sales Order, or discontinuance of Service, the Customer may extend access to the Services in accordance with Article 11.17 Transition Services.

21. **Article 6.1 “Limitation of Liability”** is hereby modified to read as follows:

A. THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO EITHER PARTY’S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE NEGLIGENCE OR MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION. THIS LIMITATION SHALL NOT LIMIT CUSTOMER’S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES RENDERED FOR ANY LOST OR DAMAGED EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST.

B. 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 HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER’S LIABILITY FOR AMOUNTS OWED

FOR THE SERVICES PERFORMED, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST.

22. **Article 6.2 B. “Disclaimer of Warranties”** is modified to read as follows:
Without limiting the generality of the foregoing, and except as otherwise identified in this Agreement, PSA, or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer’s requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.
23. **Article 6.3** is deleted in its entirety.
24. **Article 6.4** is hereby modified to read as follows:
Customer’s and Comcast’s sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which the Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of the Parties is limited to the maximum extent permitted by law.
25. **Article 7.1 “Comcast’s Indemnification Obligations** is deleted in its entirety and replaced with the following:
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 U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the negligence or misconduct of Comcast while working on the Customer Service Location.
26. **Article 7.2 “Customer’s Indemnification Obligation”** is deleted in its entirety and replaced with the following:
Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer’s use or sharing of the Service provided under the Agreement, including with respect to: infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer’s combining or connection of CE to use the Service; for damage arising out of the negligence or misconduct of Customer with respect to its users of the Service.
27. **Article 7.3 “Indemnification Procedures”** is hereby modified to read as follows:
The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand (“Actions”) that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to

cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action. 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.

28. Article 8.1 "License" is modified to read as follows:

If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and subject to negotiation Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

29. Article 9.1 "Disclosure and Use" revised to include the following sentence:

In the event any part of this provision conflicts with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (the "Act"), the Act will govern.

Notwithstanding the foregoing information in this Article 9.1, the Parties agree that the Data Practices Act governs the disclosure of confidential information in the Parties possession.

30. Article 9.3 "Publicity" is hereby modified to read as follows:

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 except as permitted by the Agreement or otherwise consented to in writing by the other Party.

31. Article 10.1 "Prohibited Uses and Comcast Use Policies" is hereby modified to read as follows:

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 requiring its users to comply with the provisions of the Agreement. Comcast reserves the right to act immediately to 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 is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written or electronic instructions for use. Notwithstanding the above, and except when required by law or in emergency situations, the Comcast Enterprise Services sales administrative support team will use commercially reasonable efforts to notify customer before taking such restrictive actions. Notwithstanding the foregoing, except in situations where Comcast has been instructed by the law or police action to not consult with Customer prior to restrictive actions. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies incorporated into this Agreement ("Use Policies") that may limit use. Only those Use Policies and other security policies concerning the Services posted on the Website as of the date of this Agreement are incorporated into this Agreement by reference. Updated or revised policies may be incorporated by reference with the consent of Customer's Chief Information Officer such consent not to be unreasonably withheld. At minimum, Comcast will annually present to Customer for review and consent any changes to Use Policies, such written consent not to be unreasonably withheld.

32. Article 10.4 is deleted in its entirety and replaced as follows:

The City may not resell capacity on the Fiber Facilities to any third party, unless it is for City purposes (i.e., the City's network needs and not for commercial retail purposes), without the written permission of Comcast. For example, the City's charging of a cost-recovery fee to another local governmental unit for connectivity needed to provide a contracted or shared City service, such as fire service to Maplewood would not constitute resale. However, the sale of services or capacity on the Fiber Facilities such as to the State of Minnesota for the transport of State traffic to another City, County, non-profit or for profit company, or individual person unrelated to the provision of services in St. Paul would constitute resale prohibited under this Agreement.

33. Article 10.5 "Violation" is hereby modified to read as follows:

Any breach of Article 10.1 or 10.4 may be deemed a material breach of this Agreement. In the event of such material breach, Comcast may restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

34. Article 11.2 "Assignment or Transfer" is hereby modified to read as follows:

Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. The foregoing notwithstanding, upon written notice to Customer, Comcast may assign this Agreement, to any affiliate, related entity, or third party without Customer's consent. Any third party acquiring rights from Comcast through an assignment will have all necessary regulatory authority to provide the fiber

transport services under the Agreement. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

35. Article 11.15 "Precedence" is added to the Agreement:

In the event of an explicit conflict between this First Amendment to the Comcast Enterprise Services Master Agreement and the Comcast Enterprise Services General Terms and Conditions, this First Amendment will control in the interpretation of the conflict. All other documents comprising the Agreement will control in order of precedence noted above.

36. Article 11.16 "Change to Comcast's Proposal" is added to the Agreement:

Section 4. "Customer Responsibilities" on Page 8 and Page 10 of the Comcast's Proposal is changed to read "Customer Recommended Responsibilities".

37. Article 11.17 "Transition Services" is added to the Agreement:

If (a) the Customer or Comcast elects not to renew this Agreement after the Initial Term pursuant to the Service Term specified in the respective Sales Orders; (b) the Customer so elects upon expiration of this Agreement, then the Customer may extend access to the Services, at Comcast's then current time and materials rate, ("Transition Services") on a month-to-month basis for a period not to exceed six (6) months or, if mutually agreed-to by the Customer and Comcast, twelve (12) months, ("Transition Period") from the date of the expiration or termination of this Agreement. Further, in the event Comcast terminates this Agreement or any Sales Order pursuant to section 5.2 of this Agreement, Customer may elect to extend access to safety-critical services and functions at the Transition Services rates. Transition Services rates must be commercially reasonable and represent fair market value. The rates for the Transition Services shall be at Comcast's then current Services fees schedule in effect at the time of expiration or termination of this Agreement. The Customer shall give Comcast no less than sixty (60) days prior written notice before the expiration or termination of this Agreement of its desire to extend access under this Section, and shall provide thirty (30) days prior written notice of election to cancel Transition Services after the Transition Period begins. Upon expiration of the Transition Period for Transition Services, Comcast shall terminate the Services and no further extension shall be given without prior written approval of Comcast. In addition, in the event the Customer terminates this Agreement for cause, Comcast shall cooperate with the Customer during the Transition Period in its attempts at transferring to another service provider.

38. Article 11.18 Safety Critical Services and Functions is added to the Agreement:

Notwithstanding any term to the contrary in this Agreement, and with the limited exception of when required by law or in emergency situations, in the event Comcast determines that under the terms of this Agreement it will terminate, discontinue, suspend, restrict, or otherwise interrupt safety-critical services or functions, Comcast will notify Customer prior to service disruption of the intended action and basis for action and Customer may elect to continue safety critical services.

39. Article 11.19 "Relationship to IRU" is added to the Agreement:

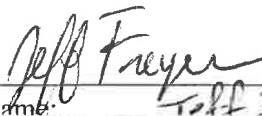
The Parties have entered into that certain Indefeasible Right of Use Agreement with respect to certain Fiber Facilities, as well as a Franchise Agreement that provides the Customer and others certain rights with respect to an institutional network described in that agreement. Nothing in this Agreement alters the terms of either agreement, and in the event of a conflict between those agreements and this agreement, the Indefeasible Right of Use Agreement and the Franchise Agreement shall control. Without limiting the foregoing, the IRU specifically controls the beneficial interests in certain Fiber Facilities being provided to City under the IRU, and not Article 2.5; and Comcast may not remove any Fiber Facilities subject to the IRU under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Saint Paul

COMCAST OF ST. PAUL, INC.

By: _____
Print Name: _____
Title: Deputy Mayor
Date: _____

By: 
Print Name: Jeff Freyer
Title: Regional Vice President
Date: 3/10/15

By: _____
Print Name: _____
Title: Director, Office of Financial Services
Date: _____

By: _____
Print Name: _____
Title: Director, Office of Technology and Communications
Date: _____

By: _____
Print Name: _____
Title: Deputy Director, HREEO
Date: _____

By: _____
Print Name: _____
Title: City Clerk
Date: _____

Approved as to form and insurance:

Daphne Lundstrom, Assistant City Attorney
Date: _____

**FIRST AMENDMENT
TO
COMCAST ENTERPRISE SERVICES MASTER AGREEMENT NO. MN-254822-LARHA**

APPENDIX A

<u>Service</u>	<u>Description</u>	<u>Monthly</u>	<u>One-Time for New On-Net Services</u>
EVPL – Premium Network Bandwidth	50 Mbps	\$295.00	\$3000.00
EVPL – Premium Network Bandwidth	100 Mbps	\$570.00	\$3000.00
EVPL – Premium Network Bandwidth	1000 Mbps	\$870.00	\$3000.00
EVPL - Premium Network Bandwidth	10,000 Mbps	\$4,8000.00	\$5,000.00
EVPL Port	10,000 Mbps	\$787.50	\$5,000.00

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

ATTACHMENT IDENTIFIER: Ethernet Transport, Version 1.5

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

DEFINITIONS

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

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

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

"Off-Net" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers.

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

"Services" means Ethernet Transport Services.

ARTICLE 1. SERVICES

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

ARTICLE 2. PROVIDER

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

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

ARTICLE 3. REGULATORY APPROVAL; TRAFFIC MIX

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

ARTICLE 4. CUSTOM INSTALLATION FEE

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

ARTICLE 5. PROVISIONING INTERVAL

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

ARTICLE 6. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Performance Standards" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the specifications set forth in Schedule A-1 hereto; or (C) the date on which Customer first uses the Service.

ARTICLE 7. TERMINATION CHARGES; PORTABILITY; UPGRADES

7.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twelve (12) months.

7.2 Termination Charges for On-Net Services.

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

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

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

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

C. Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall, pursuant to Article 3.2 of the General Terms and Conditions, also pay any third-party charges, incurred by Comcast as a result of the early termination of service by the Customer.

7.3 Exclusions. Termination Charges shall not apply to Service terminated by Customer (a) as a result of Comcast's failure to provision Service within the intervals specified in Article 5 of this attachment or (b) as a result of Comcast's material and uncured breach in accordance with Article 5.2 of the General Terms and Conditions.

7.4 Portability. Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (i.e., having different termination points on Comcast's network) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

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

ARTICLE 8. ADDITIONAL INFORMATION

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

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

The technical specifications and performance standards applicable to the Service are set forth in Schedule A-1 hereto. The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto.

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

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

Ethernet Transport Version 1.4

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

Definitions

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 30 day period.
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 30 day period.
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 over a 30 day period.

Service Descriptions

1. **Ethernet Network Service (ENS)**. ENS enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) or Wide Area Network (WAN) as if they are on the same Local Area Network (LAN). The service provides VLAN transparency enabling customers to implement their own VLANs without any coordination with Comcast. ENS offers three Classes of Service (CoS), as described below. The service is offered with 10/100Mbps, 1Gbps or 10Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments starting at 1Mbps. The ENS Service is not available over On-Net HFC.
2. **Ethernet Private Line (EPL)**. EPL service enables customers to connect their Customer Premises Equipment (CPE) using an Ethernet interface. EPL service enables customers to use any VLANs or Ethernet control protocol across the service without coordination with Comcast. EPL service provides one Ethernet Virtual Connection (EVC) between two customer locations. EPL offers three Classes of Service (CoS), as described below. EPL service is offered with 10/100Mbps, 1Gbps, or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps.
3. **Ethernet Virtual Private Line (EVPL)**. EVPL service provides an Ethernet Virtual Connection (EVC) between two customer locations similar to Ethernet Private Line service but supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at a customer's hub or aggregation site. The service multiplexing capability is not available at sites served by the Comcast On-Net HFC. EVPL offers three Classes of Service (CoS) , as described below. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10/100Mbps, 1Gbps, or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps.

4. Off-Net Service Limitations. The above categories of Service are available as Off-Net Services, with the following limitations:

- Only available with Basic CoS;
- 10Gbps Ethernet UNIs are not available with Off-Net Services;
- Service multiplexing capability is not available on Off-Net EVPL UNIs;
- When ordering 10/100Mbps Off-Net Ethernet UNIs, speed increments may only be ordered in increments of 10 Mbps, up to a maximum size of 90Mbps; when ordering 1 Gbps Off-Net Ethernet UNIs, speed increments may only be ordered in increments of 100Mbps, up to a maximum size of 900Mbps

Ethernet Virtual Circuit (EVC) Area Types

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

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

Technical Specifications and Performance Standards for Services

1. User-to-Network Interface. The Services provides the bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 provides a list of available UNI physical interfaces and their available Committed Information Rate (CIR) bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are not available in conjunction with Off-Net Services.

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

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

2. Class of Service (CoS) Options. As set forth in Figure 2, Comcast Ethernet Transport Services are available with three different classes of service. The CoS options allow for differentiated service performance levels for different types of network traffic. CoS is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to each CoS. The performance metrics associated with each CoS are set forth in Attachment A-1.1 to the Product-Specific Attachment for Ethernet Service.

EVC Area Type	On-Net Fiber	On-Net HFC	Off-Net
---------------	--------------	------------	---------

Metro	Basic, Priority & Premium	Basic & Priority	Basic
Regional	Basic, Priority & Premium	Basic	Basic
Continental	Basic, Priority & Premium	Basic	Basic

Figure 2: Available CoS options by Access Type and EVC Area Type

3. **CoS Identification and Marking.** If a customer only implements a single CoS solution, they are not required to mark their packets using 802.1p CoS values. All packets, tagged or untagged, will be mapped into the subscribed CoS. If a customer implements a multi-CoS solution or for EVPL ports with service multiplexing, they must mark all packets using C-tag 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. For multi-CoS solutions, untagged packets will be treated as if they are marked with a 0. Packets with other 802.1p values are mapped to the lowest subscribed CoS. In this case, C-tag VLAN ID values are not relevant as long as they are tagged with a VLAN ID in the range 1 to 4094. For EVPL ports with service multiplexing, untagged packets will be discarded and C-tag VLAN ID values are used to map traffic to applicable EVC's.

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

Figure 3: CoS Marking

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

5. **Maximum Frame Size.** Services delivered On-Net support a Maximum Transmission Unit (MTU) packet size of 1600 bytes to support untagged or 802.1Q tagged packet sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB). For Services delivered On-Net HFC, frame sizes may not exceed 1518 MTU size (1522 with a single VLAN tag). All frames that exceed specifications shall be dropped. For Off-Net Services, MTU may vary by third-party provider.

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

7. **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 7 for Comcast's service frame disposition for each service frame type.

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

Figure 7: Service Frame Delivery Disposition

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

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Ethernet Transport Version 1.5

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

Definitions:

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

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

"Service Interruption" means a complete loss of signal that renders the Service unusable.

Service Level Agreement (SLA)

Company's liability for any Service Interruption (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below. For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports to Company an interruption in the portion of the Service, provided that the Liability is reported by Customer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Company is awaiting additional information or premises testing from the Customer. In no event shall the total amount of credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for Service Interruptions. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment.

TABLE 1: SLA for On-Net Services provided over a fiber optic network (99.99% Availability)

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

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

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

TABLE 3: SLA for Off-Net Services (99.95% Availability)

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

THE TOTAL CREDIT ALLOWANCES PER MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

On-Net Service Monitoring, Technical Support and Maintenance

1. **Network Monitoring.** Comcast monitors On-Net Services on a 24x7x365 basis.

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

- a. Escalation. Reported troubles are escalated within the Comcast Business Services Network Operations Center (BNOc) to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within the Comcast BNOc as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.
- b. Maintenance. Comcast’s standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum forty eight (48) hour notice for non-service impacting maintenance. Comcast provides a minimum of seven (7) days’ notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, Off-Net Service may be performed without advance notice to Customer.

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

Performance Standards

“Performance Standards” are set forth in Schedule A-1 to the Product-Specific Attachment for Ethernet Service.

Response and Restoration Standards

Comcast has the following response and restoration objectives:

CATEGORY	TIME INTERVAL	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged Over A Month	Escalation (see above)

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

Emergency Blocking

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

Remedy Processes

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

Exceptions to Credit Allowances

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

Other Limitations

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

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

**Attachment A-1.1
PERFORMANCE OBJECTIVES
COMCAST ETHERNET TRANSPORT SERVICES**

Ethernet Transport Version 1.5

Comcast Ethernet Transport Services are available both within and between major metropolitan areas throughout the United States. The performance objectives associated with traffic flows between any two customer sites are dependent upon the locations of respective A and Z sites.

Access Types

- 1. On-Net Access.** If On-Net A and Z sites reside within the same Market, Performance Tier 1 objectives will apply. If the sites are in different markets, another Performance Tier will apply. Applicable Performance Tier will appear on/with respective Comcast Sales Order Form.
- 2. Off-Net Access.** In addition to On-Net Access, Comcast enables Off-Net Access to Ethernet Transport Services via multiple third party providers. The Performance Tier for Off-Net Access is based upon the location of the Off-Net site, the location of the Network to Network Interface (NNI) between Comcast and the third party provider and the performance commitment from the third party provider. Comcast will specify applicable Performance Tier on the Comcast Sales Order Form for applicable Off-Net site. Standard Off-Net Access will have an assigned home market and will include the same performance metrics associated with On-Net connectivity within the respective market and between markets. Extended Off-Net Access provides customer with network connectivity, but at a higher performance Tier. Applicable Performance Tier will appear on/with respective Comcast Sales Order Form.

Performance Tiers

1. Performance Measurement

Comcast collects continuous in-band performance measurements for its Ethernet Transport Services. All latency, Jitter and Packet Loss Performance Metrics are based upon sample one-way measurements taken during a calendar month.

2. Performance Tier 1 (PT1) Objectives – Within Market

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	45ms	23ms	12ms
Jitter (Network Delay Variation)	20ms	10ms	2ms
Packet Loss	<1%	<0.01%	<0.001%

3. Performance Tier 2 (PT2) Objectives


Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	80ms	45ms	23ms
Jitter (Network Delay Variation)	25ms	15ms	5ms
Packet Loss	<1%	<.02%	<.01%

4. Performance Tier 3 (PT3) Objectives

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	100ms	80ms	45ms
Jitter (Network Delay Variation)	30ms	20ms	10ms
Packet Loss	<1%	<.04%	<.02%

5. Performance Tier 4 (PT4) Objectives

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	120ms	100ms	80ms
Jitter (Network Delay Variation)	35ms	25ms	15ms
Packet Loss	<1%	<.05%	<.04%

	COMCAST ENTERPRISE SERVICES SALES ORDER FORM	Page 1 of 9
MSA ID#: <u>MN-2548224rha</u>	SO ID#: <u>MN-2548224rha-1174835</u>	Account Name: <u>City of Saint Paul Minnesota</u>
CUSTOMER INFORMATION (for notices)		
Primary Contact: <u>Christina Delio</u> Title: <u>Deputy Director-Office of Technology and Communications</u> Address 1: <u>25 4th St W</u> Address 2: _____ City: <u>St Paul</u> State: <u>MN</u> Zip: <u>55102</u> Phone: <u>651 266 6792</u> Cell: <u>651 295-3313</u> Fax: _____ Email: <u>christina.delio@ci.stpaul.mn.us</u>	Billing Account Name: <u>City of Saint Paul Purchasing</u> Billing Name: _____ (3rd Party Accounts) Billing Contact: <u>Nancy Vu</u> Title: <u>Purchasing and Contracts</u> Phone: <u>651 266 6927</u> Cell: _____ Fax: _____ Email: <u>nancy.vu@ci.stpaul.mn.us</u>	INVOICE ADDRESS Address 1: <u>15 West Kellogg Blvd</u> Address 2: <u>280 City Hall Courthouse Building</u> City: <u>Saint Paul</u> State: <u>MN</u> Zip Code: <u>55102</u> Tax Exempt: <u>Yes</u> * If Yes, please provide and attach all applicable tax exemption certificates.
SUMMARY OF CHARGES (Details on following pages)		
Service Term (Months):	120	
SUMMARY OF SERVICE CHARGES*		SUMMARY OF CUSTOM INSTALLATION FEES
Total Metro Ethernet Monthly Recurring Charges:	\$34,168.00	
Total Trunk Services Monthly Recurring Charges:	\$0.00	
Total Monthly Recurring Charges (all Services):	\$34,168.00	Total Custom Installation Fee*: \$2,000,000.00
Total Metro Ethernet Standard Installation Fees*	\$0.00	
Total Trunk Services Standard Installation Fees:	\$0.00	
Total Standard Installation Fees (all Services):	\$0.00	
<small>*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service.</small>		
GENERAL COMMENTS		
AGREEMENT		
<small>This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/enterprise-terms-of-service (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.</small>		
<small>By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.</small>		
CUSTOMER USE ONLY (by authorized representatives)		COMCAST USE ONLY (by authorized representatives)
Signature	Signature <i>[Handwritten Signature]</i>	Sales Rep Steven Urquhart
Name	Name <i>[Handwritten Name]</i>	Sales Rep E-Mail steven_urquhart@comcast.com
Title	Title <i>[Handwritten Title]</i>	Region Twin Cities Region
Date	Date <i>[Handwritten Date]</i>	Division West

		COMCAST ENTERPRISE SERVICES SALES ORDER FORM							
		METRO ETHERNET SERVICES AND PRICING							
Account Name:	City of Saint Paul Minnesota	Date:	11/21/2014						
MSA ID#:	MN-254822-larha	SO ID#:	MN-254822-larha-1174635						
Short Description of Service:	Provide the City of St Paul, MN a replacement Managed Ethernet Network to replace the existing Dark Fiber I-RET. Solution consists of a total of 194 locations. There will be 4 separate ENS networks to segregate traffic. Locations will be a mix of 100Mbps, 1000Mbps or 10Gbps with Premium CoS per EVC. There also will be 1x 10Gbps EPL-Premium CoS EVC between the 2 customer data centers. The 10Gbps CAMPUS locations and 2 Data Centers also will have diverse EVCs and their services per site.								
Service Term:	120 MONTHS	** Legacy Migration **							
PAGE 2 of 9		Solution Charges							
Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Monthly	One-Time
C01	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$90.68	\$0.00
C02	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$90.68	\$0.00
C03	New	Add	EPL - Premium Network Bandwidth	10000 Mbps			Interstate	\$381.40	\$0.00
C04	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$90.68	\$0.00
C05	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$533.34	\$0.00
C06	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$90.68	\$0.00
C07	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C08	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C09	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C10	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C11	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C12	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C13	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C14	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C15	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C16	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C17	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C18	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C19	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C20	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C21	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C22	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C23	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C24	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C25	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C26	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C27	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C28	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C29	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C30	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C31	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C32	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C33	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C34	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C35	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C36	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C37	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C38	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$533.34	\$0.00
C39	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$90.68	\$0.00
C40							Interstate	\$0.00	\$0.00
C41							Interstate	\$0.00	\$0.00
C42	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$90.68	\$0.00
C43	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$533.34	\$0.00
C44	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$90.68	\$0.00
C45	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$533.34	\$0.00
C46	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$90.68	\$0.00
C47	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$29.47	\$0.00
C48	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$90.68	\$0.00
C49	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$29.47	\$0.00
C50	New	Add	Ethernet Network Interface - 10 Gg	Port			Interstate	\$90.68	\$0.00
PAGE 2 SUBTOTAL:								\$19,763.02	\$0.00

	COMCAST ENTERPRISE SERVICES SALES ORDER FORM METRO ETHERNET SERVICES AND PRICING	
	Account Name: <u>City of Saint Paul Minnesota</u>	Date: <u>11/21/2014</u>
MSA ID#: <u>MN-254822-larha</u>	SO ID#: <u>MN-254822-larha-1174635</u>	

PAGE 3 of 9							Solution Charges		
Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Monthly	One-Time
051	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
052	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
053	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
054	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
055	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
056	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
057	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
058	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
059	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
060	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
061	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
062	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
063	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
064	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
065	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
066	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
067	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
068	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
069	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
070	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
071	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
072	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
073	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
074	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
075	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
076	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
077	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
078	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
079	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
080	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
081	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
082	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
083	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
084	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
085	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
086	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
087	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
088	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
089	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
090	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
091	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
092	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
093	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
094	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
095	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
096	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
097	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
098	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
099	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
100	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
101	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
102	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00

PAGE 3 SUBTOTAL: \$2,701.32 \$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM
METRO ETHERNET SERVICES AND PRICING

Account Name: City of Saint Paul Minnesota
 MSA ID#: MN-254822-larha

Date: 11/21/2014
 SO ID#: MN-254822-larha-1174635

PAGE 4 of 9							Solution Charges		
Line	Request	Action	Service(s)	Description	Service Location A'	Service Location Z'	Tax Jurisdiction	Monthly	One-Time
103	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
104	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
105	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
106	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
107	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
108	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
109	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
110	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
111	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
112	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
113	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
114	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
115	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
116	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
117	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
118	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
119	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
120	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
121	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
122	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
123	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
124	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
125	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
126	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
127	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
128	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
129	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
130	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
131	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
132	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
133	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
134	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
135	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
136	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
137	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
138	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
139	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
140	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
141	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
142	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
143	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
144	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
145	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
146	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
147	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
148	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
149	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$55.74	\$0.00
150	New	Add	Ethernet Network Interface - Gg E	Port			Interstate	\$29.47	\$0.00
151	-	-	-	-	-	-	-	\$0.00	\$0.00
152	-	-	-	-	-	-	-	\$0.00	\$0.00
153	-	-	-	-	-	-	-	\$0.00	\$0.00
							PAGE 4 SUBTOTAL:	\$2,285.11	\$0.00

* Services Location Details attached



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

METRO ETHERNET SERVICES AND PRICING

Account Name: City of Saint Paul Minnesota Date: 11/21/2014
 MSA ID#: MN-254922-larha SO ID#: MN-254922-larha-1174635

PAGE 5 of 9							Solution Charges		
Line#	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Monthly	One-Time
154	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
155	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
156	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
157	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
158	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
159	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
160	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
161	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
162	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
163	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
164	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
165	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
166	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
167	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
168	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
169	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
170	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
171	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
172	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
173	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
174	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
175	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
176	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
177	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
178	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
179	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
180	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
181	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
182	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
183	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
184	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
185	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
186	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
187								\$0.00	\$0.00
188	New	Add	Ethernet Network Interface - 10 Gig	Port			Interstate	\$50.88	\$0.00
189	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$833.34	\$0.00
190	New	Add	Ethernet Network Interface - 10 Gig	Port			Interstate	\$50.88	\$0.00
191	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$833.34	\$0.00
192	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
193	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
194	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
195	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
196	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
197	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
198	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
199	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
200	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
201	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
202	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
203	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
204	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00

* Service Location Details attached

	COMCAST ENTERPRISE SERVICES SALES ORDER FORM	
	METRO ETHERNET SERVICES AND PRICING	
Account Name:	City of Saint Paul Minnesota	Date: 11/21/2014
MSA ID#:	MN-254822-larha	SO ID#:
		MN-254822-larha-1174635

PAGE 6 of 9		Service(s)		Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Solution Charges	
Line	Request	Action						Monthly	One-Time
205	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
206	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
207	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
208	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
209	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
210	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
211	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
212	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
213	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
214	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
215	New	Add	ENS - Premium Network Bandwidth	100 Mbps			Interstate	\$65.74	\$0.00
216	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
217	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
218								\$0.00	\$0.00
219								\$0.00	\$0.00
220	New	Add	Ethernet Network Interface - 10 Gig	Port			Interstate	\$90.08	\$0.00
221	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$833.34	\$0.00
222	New	Add	Ethernet Network Interface - 10 Gig	Port			Interstate	\$90.08	\$0.00
223	New	Add	ENS - Premium Network Bandwidth	10000 Mbps			Interstate	\$833.34	\$0.00
224	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
225	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
226	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
227	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
228	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
229	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
230	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
231	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
232	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
233	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
234	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
235	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
236	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
237	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
238	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
239	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
240	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
241	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
242	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
243	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
244	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
245	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
246	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
247	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
248	New	Add	Ethernet Network Interface - Gig E	Port			Interstate	\$29.47	\$0.00
249	New	Add	ENS - Premium Network Bandwidth	1000 Mbps			Interstate	\$141.01	\$0.00
250								\$0.00	\$0.00
251								\$0.00	\$0.00
252								\$0.00	\$0.00
253								\$0.00	\$0.00
254								\$0.00	\$0.00
255								\$0.00	\$0.00

* Service Location Details omitted

Comcast Business Class		COMCAST ENTERPRISE SERVICES SALES ORDER FORM								
SERVICE LOCATION DETAIL INFORMATION										
Date: 1/21/2014		MSA ID#: MN-264822-larha		SO ID#: MN-254822-larha-1174635		Account Name: City of Saint Paul Minnesota				
PAGE 3 of 3										
Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38	SAINT PAUL			SAINT PAUL	MN	55106-5555	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
39	SAINT PAUL			SAINT PAUL	MN	55106-5481	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
40	SAINT PAUL			SAINT PAUL	MN	55105-2855	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
41	SAINT PAUL			SAINT PAUL	MN	55107-2363	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
42	SAINT PAUL			SAINT PAUL	MN	55117	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
43	SAINT PAUL			SAINT PAUL	MN	55105-1651	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
44	SAINT PAUL			SAINT PAUL	MN	55104-1266	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
45	SAINT PAUL			SAINT PAUL	MN	55107	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
46	SAINT PAUL			SAINT PAUL	MN	55119-3026	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
47	SAINT PAUL			SAINT PAUL	MN	55119-6275	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
48	SAINT PAUL			SAINT PAUL	MN	55116-2460	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
49	SAINT PAUL			SAINT PAUL	MN	55116-1922	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
50	SAINT PAUL			SAINT PAUL	MN	55108-1912	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
51	SAINT PAUL			SAINT PAUL	MN	55105-3210	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
52	SAINT PAUL			SAINT PAUL	MN	55102-1746	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
53	SAINT PAUL			SAINT PAUL	MN	55104-5125	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
54	SAINT PAUL			SAINT PAUL	MN	55101	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
55	SAINT PAUL			SAINT PAUL	MN	55106-6418	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
56	SAINT PAUL			SAINT PAUL	MN	55117-4107	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
57	SAINT PAUL			SAINT PAUL	MN	55108	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
58	SAINT PAUL			SAINT PAUL	MN	55104-5401	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
59	SAINT PAUL			SAINT PAUL	MN	55102-5400	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
60	SAINT PAUL			SAINT PAUL	MN	55103-1729	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
61	SAINT PAUL			SAINT PAUL	MN	55101-2702	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
62	SAINT PAUL			SAINT PAUL	MN	55108-2874	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
63	SAINT PAUL			SAINT PAUL	MN	55107-2047	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
64	SAINT PAUL			SAINT PAUL	MN	55105-1827	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
65	SAINT PAUL			SAINT PAUL	MN	55106-2200	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
66	SAINT PAUL			SAINT PAUL	MN	55117-3866	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
67	SAINT PAUL			SAINT PAUL	MN	55117-5175	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
68	SAINT PAUL			SAINT PAUL	MN	55114-1515	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
69	SAINT PAUL			SAINT PAUL	MN	55117-4928	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
70	SAINT PAUL			SAINT PAUL	MN	55104-1868	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
71	SAINT PAUL			SAINT PAUL	MN	55130-4058	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
72	SAINT PAUL			SAINT PAUL	MN	55107-2450	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
73	SAINT PAUL			SAINT PAUL	MN	55116-2406	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
74	SAINT PAUL			SAINT PAUL	MN	55117-3953	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
75	SAINT PAUL			SAINT PAUL	MN	55130-4127	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
76	SAINT PAUL			SAINT PAUL	MN	55113-6810	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
77	SAINT PAUL			SAINT PAUL	MN	55101-7416	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
78	SAINT PAUL			SAINT PAUL	MN	65101-2055	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
79	SAINT PAUL			SAINT PAUL	MN	55106-2714	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No
80	SAINT PAUL			SAINT PAUL	MN	55119-4406	Christian DeLoa	6512666792	christian.deloa@citystpaul.mn.us	No

EXHIBIT B – DESCRIPTION OF FIBER FACILITIES

EXHIBIT B – DESCRIPTION OF FIBER FACILITIES

For the purposes of this Exhibit, the following terms shall have the ascribed meaning:

“Network Location” means the list of sites attached as Addendum 1 to this Exhibit and further described by the network map attached as Addendum 2 to this Exhibit.

“Destination Point” shall mean the location described in Addendum 1 to this Exhibit and further described by the network map attached as Addendum 2 to this Exhibit.

The Fiber Facilities consist of the following fiber, and facilities and equipment associated with that fiber: (a) existing fiber which fiber is designated as running from a Network Location to the “ring” or a “ring spur” (symbolized with black lines on the map attached as Addendum 2) and from that point to the Destination Point described on Addendum 1; and (b) fiber that Comcast will build and/or dedicate to City use (symbolized with red lines on the map attached as Addendum 2), running from a Network Location to a splice box, hub, or node.

The Fiber Facilities will terminate at each Network Location at a patch panel provided by Comcast and reasonably acceptable to City. The patch panel is the Demarcation Point for purposes of this agreement. At splice boxes, hubs or node points where the Fiber Facilities terminate as described on Addenda 1 and 2, fiber will terminate at a point reasonably designated by Comcast. City will have reasonable use and supervised access to splice boxes and patch panels as required and for the sole purpose of permitting the City to interconnect the Fiber Facilities with other City-owned fiber. The Fiber Facilities shall be clearly identified and maps showing the location of the Fiber Facilities shall be provided to the City.

In lieu of an IRU in fiber between the splice boxes and nodes to the hubs, Comcast has separately provided for transport from those locations to the hubs as described in the Transport and Maintenance Addendum.

TRANSPORT AND MAINTENANCE ADDENDUM

This addendum is not meant to alter the IRU; the parties intend that the interests protected thereunder remain non-executory.

1. Should the City's right to maintain and repair the Fiber Facilities ever be triggered pursuant to sections 1.4 and 1.5 of the Indefeasible Right of Use Agreement, the City and Comcast agree that any of the Fiber Facilities and related Comcast equipment and facilities necessary to utilization of the Fiber Facilities shall be repaired and maintained by Comcast on behalf of the City at 25% of Comcast's actual costs for repairing and maintaining the same. Maintenance and repair will be performed with the same priority and diligence as maintenance and repair were performed under the Services Agreement. Should Comcast refuse, abandon, or become incapable of performing its maintenance and repair duties hereunder, then and only then shall the City have the right of physical access to the specific Fiber Facility in need of maintenance and repair and perform the maintenance and repair work itself.

During any period in which Comcast is performing maintenance and repair under this Paragraph 1 on behalf of the City, the cost of relocating any Fiber Facility shall be borne by the City.

To the extent Comcast fiber and associated equipment must be relocated at the same time as any Fiber Facility, the costs of relocation shall be divided pro rata based on the total number of fiber strands to be relocated.

2. Should the City's right to maintain and repair the Fiber Facilities ever be triggered pursuant to sections 1.4 and 1.5 of the Indefeasible Right of Use Agreement, Comcast further agrees that:

A. It will provide the City two wavelengths of light, if necessary to transport City traffic from a splice case to a Comcast hub;

B. It will negotiate in good faith with the City, for a period not to exceed ninety (90) days, a separate agreement ensuring the City is able to deliver its traffic bi-directionally from its Network Locations to the Comcast Hubs without interruption or reduction in quality (whether measured in bitrates, latency, availability or otherwise).

C. If the City and Comcast are unable to reach agreement pursuant to subsection B, the parties agree to arbitrate contract terms and conditions in accordance with commercial arbitration rules of the American Arbitration Association. The arbitration shall be completed within six (6) months) of a filing of notice to arbitrate. However, this time limit may be extended by written agreement of the parties or by the arbitrator if necessary.

D. At all times under this section Comcast agrees it will continue to provide the transport required under subsection A and subsection B until the parties reach a final transport

agreement, subject to payment of charges as set forth in the final transport contract once that contract is executed by the parties. Comcast agrees that the cost to the City of providing such transport will be based on a commercially reasonable market rate for transport, but not exceed \$250,000 per year. All other terms shall be negotiated in good faith, but shall be commercially reasonable terms and conditions.

E. Should City wish to bring fiber to a splice case or other facility, Comcast will connect the Fiber Facilities at the location to the city fiber, in accordance with the City's direction, and may charge the City at commercially reasonable market rates for such interconnection services.

Comcast must supply City with information required to allow City to purchase the correct electronics to connect to the transport link, including but not limited to the optical wavelengths used at each building, and the fiber distance of the each optical circuit.

Comcast will provide an interface at their hub sites for each optical circuit used by the City, which will allow for the interconnection of the circuits to a location determined by the City. Subject to the \$250,000 cap above, network rack space will be provided at commercially reasonable market rates if needed to accomplish this interconnection. The cost of installing power for collocated City-owned equipment shall be borne by City. However, the cost of power used by City-owned equipment shall be borne by Comcast. Upon request, Comcast will allow City supervised access to the City's network rack space within Comcast's hub site.

Should Comcast: (a) refuse, abandon, or become incapable of performing its duties hereunder; and (b) if the City incurs costs to substitute the transport service Comcast agrees to provide under Paragraph 2 greater than \$250,000 per year, then Comcast agrees to offset any additional cost incurred by the City for securing such transport from another provider not to exceed \$250,000 per year, based on a commercially reasonable market rate for such transport, for a period not to exceed two years. In agreeing to pay, the parties agree that any damages beyond the \$250,000 per year the City has already committed itself to pay Comcast for transport services are difficult to ascertain and that a maximum of \$250,000 is a reasonable amount to cover any potential additional costs to the City under these circumstances.

3. Should Comcast fail to properly or timely perform under this addendum, the parties agree damages will not be a sufficient remedy, and that the City will be entitled to specific performance and injunctive relief.

EXHIBIT B – Addendum 1

Comcast Site Number	DEPT	BUILDING NAME	ADDRESS	ZIP	DESTINATION - SPLICE CASE / NODE	FIBER
1				55101		
1				55101		
2				55102		
2				55102		
3				55102		
3				55102		
4				55102		
4				55102		
5				55101		
5				55101		
6				55103		
6				55103		
7				55113		
7				55113		
8				55108		
8				55108		
9				55102		
9				55102		
11				55130		
10				55130		
12				55107		
13				55106		
14				55101		
15				55106		
16				55130		
17				55119		
18				55106		
19				55106		
20				55106		
21			ter	55130		
22				55107		
23				55119		
24				55107		
25				55119		
26				55106		
27				55106		
28				55107		
29				55107		
30				55119		
31				55119		
32				55106		
33				55101		
34				55107		
35				55106		
36				55106		
37				55130		
38				55107		
39				55130		
40				55101		
41				55119		
42				55101		
43				55107		
44			E	55107		
45				55106		
46				55106		
47				55104		
48				55114		
49				55117		
50				55108		
51				55108		
52				55104		
53				55117		
54				55103		
55				55108		
56				55103		
57				55117		
58				55104		
59				55108		
60				55101		
61				55117		
62				55108		
63			r	55105		
64				55103		
65				55117		
66				55117		

Comcast Site Number	DEPT	BUILDING NAME	ADDRESS	ZIP	DESTINATION - SPLICE CASE / NODE	FIBER
67				55114		
68				55117		
69				55104		
70				55117		
71				55108		
72				55104		
73				55104		
74				55108		
75				55103		
76				55103		
77				55103		
78				55103		
79				55117		
80				55117		
81				55117		
82				55113		
83				55119		
84				55104		
85				55104		
86				55116		
87				55116		
88				55104		
89				55102		
90				55105		
91				55105		
92				55116		
93				55116		
94				55105		
95				55103		
96				55104		
97				55102		
98				55116		
99				55116		
100				55116		
101				55116		
102				55116		
103				55106		
104				55102		
NA				55102		
NA				55155		

EXHIBIT B – Addendum 2

EXHIBIT B, ADDENDUM 2

**PUBLIC DOCUMENT – TRADE SECRET AND SECURITY INFORMATION DATA HAS BEEN EXCISED
PURSUANT TO MINN. STAT. SECTION 13.37.**

EXHIBIT C – BUILD-OUT AND PAYMENT SCHEDULE

The IRU Capital Contribution shall be invoiced to the City by Comcast and paid in accordance with the Service Agreement as follows:

1. Twenty percent (20%) of the IRU Capital Contribution (\$400,000 US) upon execution of the Service Agreement;
2. Twenty percent (20%) upon completion of Construction Block 1 as described on the attached Addendum C-1.
3. Twenty percent (20%) upon completion of Construction Block 2 as described on the attached Addendum C-1.
4. Twenty percent (20%) upon completion of Construction Block 3 as described on the attached Addendum C-1.
5. Twenty percent (20%) upon completion of Construction Block 4 as described on the attached Addendum C-1.

Comcast will notify the City in writing of the completion of each Construction Block (“Notice of Completion”). The City shall either approve or notify Comcast in writing of any material construction deficiencies within ten (10) business days of the date of a Notice of Completion. If the City fails to provide a written deficiency notice within 10 business days, such Construction Block will be deemed complete and Comcast shall issue the invoice for payment which shall be paid in accordance with the terms of the Service Agreement. If the City notifies Comcast of any material construction deficiencies, Comcast shall remedy any such deficiencies as soon as practicable, and then notify the City in writing that all deficiencies have been cleared, and issue the invoice for payment for the Construction Block, which shall be paid in accordance with the terms of the Service Agreement. Nothing herein relieves Comcast of the obligation to correct construction deficiencies detected after payment; this paragraph is intended to specify the date by which charges may be invoiced.

Unless because of unforeseeable delay caused by City, completion of construction to the final group of sites described in Paragraph 5 above, including turn-up of services, testing, and correction of any deficiencies in the construction detected through testing must be completed no later than December 31, 2015 unless otherwise mutually agreed to by the parties in writing.

PUBLIC DOCUMENT – TRADE SECRET AND SECURITY INFORMATION DATA HAS BEEN EXCISED PURSUANT TO MINN. STAT. SECTION 13.37

CONSTRUCTION BLOCK 1

SITE NAME	SITE ADDRESS	NOTES	CITY	Site Name	Site Address
[REDACTED]	[REDACTED]	[REDACTED]	SAINT PAUL	[REDACTED]	[REDACTED]
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
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			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			CONSTRUCTION MARCH-APRIL-MAY 2015		
TURN UPS MAY-JUNE 2015					

CONSTRUCTION BLOCK 2

[REDACTED]	[REDACTED]	[REDACTED]	SAINT PAUL	[REDACTED]	[REDACTED]
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
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			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			SAINT PAUL		
			CONSTRUCTION MAY-JUNE-JULY 2015		
TURN UPS JULY-AUGUST 2015					

CONSTRUCTION BLOCK 3

[REDACTED]	SAINT PAUL	[REDACTED]
	SAINT PAUL	
	SAINT PAUL	
	SAINT PAUL	
	SAINT PAUL	
	SAINT PAUL	
	SAINT PAUL	
	SAINT PAUL	
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	SAINT PAUL	
	SAINT PAUL	

CONSTRUCTION JULY-AUGUST-SEPTEMBER 2015
TURN UPS SEPTEMBER-OCTOBER 2015

CONSTRUCTION BLOCK 4

[REDACTED]	SAINT PAUL	[REDACTED]
	SAINT PAUL	
	SAINT PAUL	
	SAINT PAUL	
	SAINT PAUL	
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	SAINT PAUL	
SAINT PAUL		

CONSTRUCTION SEPTEMBER-OCTOBER-NOVEMBER 2015
TURN UPS NOVEMBER-DECEMBER 2015