

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
PROFESSIONAL SERVICES**

ATTACHMENT IDENTIFIER: Professional Services, Version 1.0

The following additional terms and conditions are applicable to the SOW and/or Sales Orders for Comcast's Professional Services:

DEFINITIONS

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

"Comcast Network Service" means any Comcast voice, video, or data services and/or layer-3 services (i.e. SD-WAN).

"Customer Requirements" means any facilities, equipment, or devices supplied by Customer or a party other than Comcast or its authorized contractors for use in connection with the Professional Services and any actions Customer must take in order to meet the Success Criteria, as identified in the SOW.

"Local Area Network (LAN)" means the Customer Provided Equipment that enables the use of the Underlay Connectivity Service, data security, and wireless data connections at a Service Location.

"Professional Services" means the services as more fully described in the SOW.

"Project Manager (PM)" means the Comcast-designated representative who will coordinate the Professional Services with the Customer.

"Scope of Work (SOW)" means the document that describes the specific business terms and services to be delivered to Customer as Professional Services.

"Success Criteria" means the tests and measurements to be completed to confirm the deliverables are operational and the Professional Services are completed at a Service Location.

"Travel Charge" means the cost incurred by Customer related to a Comcast representative's travel to a Service Location and performance of the Professional Services.

"Underlay Service" means connectivity to the internet or a private Ethernet network.

ARTICLE 1. SERVICES

This attachment shall apply to Professional Services. A further description of the Professional Services is set forth in Schedule A-1 hereto, which is incorporated herein by reference, and the SOW. Professional Services may only be ordered in connection with the delivery of a Comcast Network Service.

ARTICLE 2. PROVIDER

The Professional Services shall be provided by Comcast Business Communications, LLC or its applicable subsidiaries or Affiliates ("Comcast").

ARTICLE 3. SCOPE OF WORK (SOW)

Comcast shall provide the Professional Services to Customer as described in more detail in each SOW. Each SOW will become part of the Agreement and will document the Professional Services deliverables, costs, and Success Criteria. The SOW may only be modified by a written amendment or change order executed by the parties, and any such changes may result in additional charges.

ARTICLE 4. PROVISIONING INTERVAL

Following Comcast's acceptance of a Sales Order, Comcast shall incorporate the Professional Services into delivery of the Comcast Network Service.

The Professional Services may be delivered at any time during delivery of the Comcast Network Service.

ARTICLE 5. SERVICE COMMENCEMENT DATE

A. Comcast shall notify Customer when Professional Services has been completed for each Service Location. Charges for Professional Services

delivered to the Customer Service Location will appear on the next customer invoice. Comcast will invoice Customer for the Professional Services performed at each Service Location upon the Success Criteria being met and Professional Services being completed. Comcast may invoice Customer for Professional Services on a Service Location by Service Location basis, and prior to delivery of the Comcast Network Services.

- B. Customer acknowledges and agrees that charges may begin to accrue with respect to Comcast provided Underlay Service, Comcast Network Service, and Professional Services at different times. For the avoidance of doubt, charges will begin to accrue with respect to Underlay Service provided by Comcast and Comcast Network Service in accordance with the applicable PSA.

ARTICLE 6. SERVICE REQUIREMENTS

Failure by the Customer to perform or deliver the Customer Requirements may result in a delay in the delivery of the Professional Services and the corresponding Comcast Network Service.

As part of the Professional Services provided by Comcast, Comcast may recommend equipment that the Customer may purchase to improve their LAN. Customer acknowledges and agrees that Comcast shall not be liable for the purchase, maintenance, installation, or repair of such recommended equipment and that Comcast shall have no liability with respect to the performance, or failure to perform, of such equipment. Unless otherwise provided for in an SOW, Comcast shall not be obligated to perform any Professional Services for the recommended equipment.

ARTICLE 7. MEETINGS; ON-SITE VISITS; CANCELLATION OR DELAY

7.1 Prior to any on-site visits, Customer shall:

- (a) Notify site personnel that a Comcast representative(s) will be arriving at the Service Location and arrange for free and open access to the Service Location;
- (b) Inform Comcast of all environmental factors affecting the site (i.e. asbestos and other hazardous materials, unexposed high voltage

wiring, etc.) and cause the Service Location personnel to ensure that such factors are readily revealed to the Comcast representative performing the Professional Services; and

- (c) Provide a clear and available pathway for Comcast to perform the Professional Services (as more fully described in Attachment A-1 and the SOW).

Failure by the Customer to comply with this Article 7.1 may prevent Comcast from performing the Professional Services, in which case, Customer will be liable to Comcast for any Travel Charges associated with the scheduled on-site visit and any rescheduled on-site visits required if Comcast is unable to perform the Professional Services.

7.2 In the normal course of business, the Customer may need to delay or cancel a meeting (in-person or virtual) or site visit by Comcast or its authorized representative to a Service Location. If Customer needs to delay or cancel such event:

- (a) For any planned Professional Services meeting (whether in-person or virtual) between the Customer and Comcast, the Customer shall provide notice of cancellation or delay at least one (1) business day prior to the start of the meeting.
- (b) For any planned site visit to a Service Location to perform Professional Services by Comcast, the Customer shall provide notice of cancellation or delay at least five (5) business days prior to the date of the scheduled visit. If the site visit includes more than one visit, notice of cancellation or delay must be provided at least five (5) business days prior to the first scheduled site visit. If Customer fails to provide notice as required by this provision, Customer will be responsible for the full Travel Charge, if any, associated with the delayed or cancelled on-site visit and will incur a separate Travel Charge for any rescheduled on-site visit, if applicable.

ARTICLE 8. TERMINATION CHARGES

8.1 The charges set forth or referenced in each Sales Order or SOW have been extended to Customer in

reliance on the completion of the Professional Services.

8.2 Termination Charges for Professional Services.

A. In the event that (i) the Professional Services are terminated following Comcast's acceptance of the applicable SOW but, prior to the start of any work related to the Professional Services by Comcast, Customer shall not pay Termination Charges.

B. In the event that the Professional Services are terminated after Comcast begins any work related to the Professional Services but before (i) Comcast shares any documents detailing the Professional Services solution or (ii) completes any Professional Services work at a Service Location, Customer shall pay Termination Charges equal to twenty percent (20%) of the total value of Professional Services. The total value of Professional Services will not include Travel Charges.

C. In the event that the Professional Services are terminated after Comcast shares any documents detailing the Professional Service solution at a Service Location Customer shall pay Termination Charges equal to 100% of the fees identified in the applicable SOW.

D. 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 Professional Services rendered by Comcast through the date of cancellation or termination.

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

F. Customer acknowledges and agrees that termination of the Comcast Network Service shall constitute a termination of the Professional Services and Customer shall pay Termination Charges with respect to the Professional Services as provided herein; provided, that, if Customer terminated the Comcast Network Service as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions, then Customer will not be obligated to pay Termination Charges with respect to the Service.

ARTICLE 9. SERVICE DESCRIPTION

The service description applicable to each Professional Service are set forth in the Schedule A-1.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
PROFESSIONAL SERVICES SCHEDULE A-1
PROFESSIONAL SERVICES SERVICE DESCRIPTIONS**

Comcast's Professional Services will be provided in accordance with the service descriptions set forth below and as more fully set forth in an SOW.

Comcast Professional Service must be ordered in conjunction with a Comcast Network Service.

Professional Services

Comcast provides Professional Services to its Customers to assist its Customers with the adoption of Comcast Network Services. Comcast Professional Services are focused on the core of the Customer's LAN. Comcast Professional Services may assist the Customer with:

- Understanding the existing LAN with on-site audits;
- Installing new equipment or moving existing equipment;
- Setting up telecom spaces within a Service Location;
- Establishing new command configurations or updating existing configurations on the LAN equipment;
- Perform testing of local services to confirm interoperability with new Comcast Network Services;
- Provide migration plans and execution of migration plans;
- Provide as-built documentation; and
- LAN Discovery as provided below.

1. Professional Service Parameters

Comcast Professional Services are focused on the core of the LAN which includes switches, routers, firewalls, UTM, and Wi-Fi. Other equipment may be considered on a case by case basis. Comcast Professional Services may be provided on-site or remotely, as agreed by the parties. The scope of the Professional Services will be identified in an SOW.

Professional Services are provided to achieve a specific outcome, defined as the Success Criteria and as more fully set forth in the SOW. Once the Success Criteria are met, the Professional Services will be considered completed and Comcast will not have any ongoing obligations or be liable for any support, repair, or maintenance related to the Professional Services.

2. Implementation of Professional Services

Comcast will assign a PM for the Professional Services. The PM will coordinate all meetings and location visits with the Customer. The Customer must meet or provide all Customer Requirements prior to commencement of the Professional Service.

When applicable, the Professional Service and Comcast Network Service will have the same PM and a single, coordinated project plan will be created for delivery of the Comcast Network Service and corresponding Professional Service.

3. Professional Services Delivery Options

The SOW will indicate how the Professional Service will be delivered. Professional Services may be delivered:

(A) Remote which may be either:

- Comcast connecting into the Customer LAN via the internet; or
- Comcast remotely directing a Customer representative who is completing the work.

No Comcast representative is sent to the Customer location when remote services are indicated.

(B) On-Site: Defined as Comcast sending a representative to the Customer Service Location to perform the Professional Services.

- The time of the On-Site visit will be 8:00 am – 5:00 pm local time, Monday through Friday, excluding holidays, unless otherwise indicated on the SOW.
- Comcast will perform the Professional Services indicated in the SOW during one (1) location visit, unless otherwise provided in the SOW.
- For clarity, On-Site delivery may or may not include a Travel Charge.

4. LAN Discovery Service

Comcast may utilize its LAN Discovery Service to assist in configuring Customer's LAN and WAN, as further detailed below. Upon completion of the LAN Discovery Service and any necessary follow-up, Comcast will document the technical information discovered through the LAN Discovery Service into an Architectural Confirmation Document ("ACD") and the Customer will review and confirm that the ACD is correct. Customer must comply with the following requirements to utilize the LAN Discovery Service:

- (a) Customer must provide Comcast with Customer's relevant software credentials, as applicable and determined by Comcast, and enable Customer's network security to permit the LAN Discovery Equipment (defined below) to scan Customer's LAN and deliver the information discovered to Comcast.
- (b) LAN Discovery Equipment; Installation: Comcast will ship to Customer a computer equipped with firewall and discovery software. The LAN Discovery Equipment will include instructions for its installation and setup. Customer must provide email notification to its dedicated project manager once the LAN Discovery Equipment is installed and setup in accordance with the instructions. The LAN Discovery Service will take approximately 2 – 5 days to complete per Service Location. Upon completion of the LAN Discovery Service, Comcast will notify Customer via email to uninstall the LAN Discovery Equipment and provide Customer with a pre-paid shipping label to return the LAN Discovery Equipment to Comcast. Customer must repackage the LAN Discovery Equipment and accessories in the same packaging in which it was received by Customer and return the LAN Discovery Equipment and accessories to Comcast within fourteen (14) days. If Customer fails to return the LAN Discovery Equipment and accessories to Comcast within fourteen (14) days or the LAN Discovery Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer \$1,000.

5. Travel

The SOW will document all travel required to perform the Professional Service, including, but not limited to, the number of trips, the destination of the trips, the number of Service Locations to be visited with each trip, and any Travel Charges. Travel Charges will be identified as a separate line item in each SOW.

- All travel will take place Monday through Friday, excluding holidays, unless otherwise indicated in an SOW.
- Any changes to travel in an SOW must be agreed to in writing by the parties.
- Travel Charges will be a fixed price as indicated in the SOW.
- Comcast will not provide receipts or any other documentation related to the Travel Charges.

6. Equipment

Comcast will not sell equipment to the Customer.

- A. Equipment identified as necessary to perform the Professional Services will be listed in the “Customer Requirements” section of the SOW. All such equipment must be provided by the Customer and delivered to the proper Service Location prior to Comcast performing the Professional Services (“Customer Equipment”).
- B. After Customer signature and during the planning of the Professional Services (but prior to delivery), additional Customer Equipment may be identified to be purchased by the Customer. The Customer must purchase the Customer Equipment and deliver it to the proper Service Location prior to Comcast performing the Professional Services.
- C. If Comcast arrives for an on-site visit and Customer fails to provide the required Customer Equipment, Comcast will reschedule the on-site visit and Customer will be liable for any Travel Charges incurred for the initial Comcast on-site visit and any additional scheduled on-site visits.

7. Service Warranty

Comcast will provide Professional Services as provided in the SOW. Once Success Criteria have been met, the Professional Services will be completed.

- Acceptance: The Customer will have twenty-four (24) hours after completion of the Professional Services at a Service Location to accept or reject the Professional Services. If the Customer does not reject the Professional Services within twenty-four (24) hours, the Professional Services will be considered accepted. If Customer rejects the Professional Services, it must provide Comcast written notice of such rejection, which must identify which of the Success Criteria provided in the SOW were not met. If Customer rejects the Professional Services, the parties will work in good faith to complete the Professional Services as specified in the SOW.
- Corrections: After Customer’s acceptance of the Professional Services, the Customer may, for up to two (2) business days, request reasonable changes to the Professional Services by notifying the PM in writing of such requested changes (“Corrections Period”). All requested changes must be able to be performed remotely and within twenty-four (24) hours of Customer’s request. After the Corrections Period has expired, the Professional Services will be considered complete at the applicable Service Location(s) and Comcast will not be obligated to perform, modify, or otherwise assist Customer with respect to the Professional Services.

Customer Responsibilities

Customers have the following responsibilities related to Professional Services:

- If Comcast is providing On-Site services:

- The Service Location shall not be under construction;
- Provide sufficient lighting in the room where the Comcast representative is operating;
- Provide a clutter free area where the Professional Services will be performed;
- Customer shall provide an escort who will be with the Comcast person during the entire visit to the Service Location.
- The Customer shall acquire any local, state, or other permits, licenses, or other requirements necessary for Comcast to perform the Professional Services.
- If local, state or federal laws or regulations require an activity to be performed by an individual with specific training, accreditation or licensing, the Customer shall make Comcast aware. Comcast shall not be obligated to provide personnel to perform any such activities, and the parties will negotiate an amendment to the SOW to reflect necessary changes to the Professional Services.
- Customer must provide a Point of Contact (POC) for the Professional Services activities upon signature of the contract.
- Customer must attend meetings, as requested by Comcast, related to the Professional Services, provide information as requested by Comcast, provide reasonable access to the Customer's LAN and Service Location as requested by Comcast in order for Comcast to perform the Professional Services.