## COMCAST ENTERPRISE SERVICES PRODUCT-SPECIFIC ATTACHMENT CORPORATE NETWORK ACCESS SERVICE

# ATTACHMENT IDENTIFIER: Corporate Network Access Service, Version 1.1

The following additional terms and conditions are applicable to Sales Orders for Comcast's Corporate Network Access Service. A further description of the Service is set forth in Schedule A-1 hereto.

## **DEFINITIONS**

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

"Access Point(s)" means the networking hardware device(s) that enable other Wi-Fi devices (e.g., cell phone and laptops) to connect to a wired network provided by Comcast. For the avoidance of doubt, Access Points are Comcast Equipment.

"**End User(s)**" means Customer's employees that utilize the Service at their respective residences in the United States.

**"End User Service Location**" means the End User location(s) where Comcast provides the Service.

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

"Service" means the Comcast Corporate Network Access Service.

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

"VPN" means virtual private network.

## **ARTICLE 1. CUSTOM INSTALLATION FEES**

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 Sales Order.

## ARTICLE 2. PROVISIONING INTERVAL

Following Comcast's 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 about the Estimated Availability Date; <u>provided</u>, <u>however</u>, that Comcast's failure to provision Service by said date shall not constitute a breach of the Agreement.

## ARTICLE 3. SERVICE COMMENCEMENT DATE

The Service Commencement Date shall be the date Comcast informs Customer that the Service is available and performing at the Service Location in accordance with the "Performance Standards" set forth in Schedule A-1 hereto. Comcast will deliver the Access Points to Customer (a) prior to, or on the date of, the installation of the VPN Concentrator (as defined below) for the initial Sales Order or (b) after Comcast's acceptance of any subsequent Sales Orders.

Charges for Service shall begin to accrue as of the Service Commencement Date. Customer shall be charged for each End User, as set forth in more detail in the Sales Order.

Customer acknowledges and agrees that if Comcast is the provider of the Underlay Connectivity Service, charges may begin to accrue with respect to the Underlay Connectivity Service and the Service at different times. For the avoidance of doubt, if Comcast is the provider of the Underlay Connectivity Service, charges will begin to accrue with respect to the Underlay Connectivity Service provided by Comcast.

## ARTICLE 4. SERVICE REQUIREMENTS

In order to provide the Service at a Service Location and an End User Service Location, Customer is responsible for ensuring that the Service Location and the End User Service Location have the Underlay Connectivity Service. The Underlay Connectivity Service may be pre-existing or ordered in conjunction with the Service. For the avoidance of doubt, with respect to the Access Points only, the Underlay Connectivity Service may be provided by Comcast or a third-party provider. With respect to the VPN Concentrators only, the Underlay Connectivity Service must be provided by Comcast.

IF THE UNDERLAY CONNECTIVITY SERVICE IS TERMINATED AT A SERVICE LOCATION OR UNAVAILABLE FOR ANY REASON AT ANY TIME, THE SERVICE AT THE SERVICE LOCATION AND THE END USER SERVICE LOCATIONS WILL BE INOPERABLE.

## **ARTICLE 5. TERMINATION CHARGES**

5.1 The charges set forth or referenced in each Sales

Order have been extended to Customer in reliance on the Service Term set forth therein.

## 5.2 <u>Termination Charges for Services</u>.

- A. Subject to Sections 5.2(C) and 5.2(D), in the event that a 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 Service plus twenty percent (20%).
- B. Subject to Sections 5.2(C) and 5.2(D), in the event that a 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 shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.
- D. Customer acknowledges and agrees that termination of the Comcast provided Underlay Connectivity Service shall constitute a termination of the Service and Customer shall pay Termination Charges with respect to the Service as provided herein; <u>provided</u>, <u>that</u>, if Customer terminated such Underlay Connectivity Service as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions applicable thereto, then Customer will not be obligated to pay Termination Charges with respect to the Service.

**5.3 Portability.** Each Sales Order Customer submits to Comcast shall state the amount of Access Points that Customer is ordering. As such, Customer acknowledges and agrees that each Access Point that Customer orders pursuant to a Sales Order has its own Service Term, as set forth in the applicable

Sales Order. Customer may transfer an Access Point to another End User or multiple End Users during the applicable Service Term. At all times, Customer shall remain responsible for each Access Point and shall ensure that each End User uses the Service, including the Access Points, in accordance with the Agreement and this Product-Specific Attachment.

# COMCAST ENTERPRISE SERVICES PRODUCT-SPECIFIC ATTACHMENT CORPORATE NETWORK ACCESS SERVICE

## **SCHEDULE A-1**

# CORPORATE NETWORK ACCESS SERVICE SERVICE DESCRIPTIONS & TECHNICAL SPECIFICATIONS

Comcast's Corporate Network Access Service will be provided in accordance with the service descriptions and technical specifications set forth below.

## 1. Service Description

The Service is an integrated solution that provides Customer's End Users with VPN, security features and Wi-Fi services at the End User Service Locations. The Service is managed by Comcast via the Comcast Business Cloud SaaS.

a. VPN. The Service includes basic VPN functions that provide End Users with the ability to securely connect to a Service Location. In order to access VPN, (i) Customer must have a Comcast-provided VPN concentrator at the Service Location (the "VPN Concentrator") and (ii) each End User must have one (1) Access Point at each End User Service Location (collectively the Access Point(s) with the VPN Concentrator, the "Network Access Equipment"). The initial VPN Concentrator is included with the Service (a non-recurring installation charge is assessed), however, if Customer requires more than one (1) VPN Concentrator, then such additional VPN Concentrators will result in additional charges to Customer, as set forth in more detail in the applicable Sales Order. The Service provides a VPN tunnel between the VPN Concentrator and each Access Point and in order to access VPN, VPN must be enabled on both the VPN Concentrator and the Access Point. Comcast will provide initial VPN configuration and ongoing configuration support (as described in more detail under "Corporate Network Access Delivery and Service Management" below) for each End User Service Location.

No more than one (1) active VPN tunnel from the VPN Concentrator to each Access Point can be supported as part of the Service.

- b. Security Features. The Service provides Customer with the ability to enable certain security features on the Network Access Equipment, including a stateful firewall. The stateful firewall feature will not be active unless Customer contacts Comcast to enable such feature. Customer can request that Comcast enable such security feature during the technical interview (as described in more detail under "Corporate Network Access Delivery and Service Management" below). If Customer does not request that this feature be enabled during the technical interview, Customer can contact Comcast Support at 1-844-276-0684 (the "Comcast Support Number") to request that Comcast enable this feature.
  - i. Stateful Firewall. The Service includes a Layer 3/4 stateful firewall feature. The stateful firewall monitors each active network connection in the state table and will allow or deny Internet and application traffic based on a set of polices or rules established in the firewall. Such policies and rules are based on configuration instructions provided by Customer. The number of policies and rules that can be established in the firewall under the Service is a maximum of twenty (20). Customer acknowledges that if the stateful firewall is enabled, the configuration instructions established by Customer shall apply to all Access Points. Customer acknowledges and agrees that if, at any point, the stateful firewall is disabled, Customer will not have access to this feature of the Service and the Service will not allow or deny certain Internet and application traffic in accordance with the policies and rules established in the firewall.
- c. Wi-Fi. The Service includes basic Wi-Fi service at the End User Service Locations. This feature enables End Users to be on a wireless network separate from a residential wireless network (if any).
- d. LAN Service (VLAN, DHCP and PoE). The Service includes basic local area network ("LAN") service at the End User Service Locations. This feature enables End Users to connect devices such as desktops, laptops, Voice over IP (VoIP) handsets or printers to a wired network separate from a residential wired network (if any) to be part of the VPN.

- i. LAN Service (VLAN and DHCP). The Service provides Customer with the ability to specify virtual LAN ("VLAN") identifiers and Dynamic Host Configuration Protocol ("DHCP") parameters to provide IP address, network mask and domain name system ("DNS") information to all devices connected to an Access Point via Ethernet.
- **ii. Power over Ethernet ("PoE")**. The Service also provides End Users with the ability to connect devices that require Power over Ethernet (each, a "PoE Device"), such as IP phones, directly to the Access Point while the Access Point provides power to the PoE Device. Customer acknowledges and agrees that if an End User connects a PoE Device, such End User is responsible for following the Access Point manufacturer's recommended usage of the PoE capabilities and the related power requirement for such PoE Device.

## 2. <u>Technical Specifications</u>

- a. Underlay Connectivity Service. The Service leverages public Internet to provide connectivity between the Service Location and each End User Service Location.
- **b.** Corporate Network Access Overlay. The Service uses the Underlay Connectivity Service access to establish Internet Protocol Security (IPsec) VPN tunnels using AES-256 encryption between the VPN Concentrator and each Access Point.
- c. Equipment Access. Comcast will have read / write access to the Network Access Equipment. Customer will only be provided read-only access via the Comcast Business Cloud SaaS.
- d. Service Set Identifiers ("SSIDs"). The Service supports up to two (2) SSIDs. All End User Service Locations must have the same SSID configuration (i.e., 1 or 2 SSIDs for all Access Points). The Service provides Customer with RADIUS authenticated SSIDs with static user role derivation. If Customer does not request that Comcast enable any of the features set forth in this Section 2d during the technical interview (as described in more detail under "Corporate Network Access Delivery and Service Management" below) or following the technical interview by contacting the Comcast Support Number, Customer will not have access to such features of the Service.

## 3. Corporate Network Access Delivery and Service Management

- **a. Technical Interview**. Comcast will engage Customer in one or several interviews related to Customer's technical implementation details and network design initiatives, including the VPN configuration. Comcast will document the technical information discovered through the interview process in an Architectural Confirmation Document (the "ACD") and Customer will review and confirm that the ACD is correct. If no changes are requested within five (5) business days following delivery of the ACD, Customer will be deemed to have accepted the ACD and Comcast will begin configuration.
  - i. VPN Concentrator Configuration. Based upon the technical implementation details and network design initiatives provided by Customer during the technical interview, Comcast will generate a configuration for the VPN Concentrator and shall complete such configuration prior to the delivery of the VPN Concentrator to the Service Location.
  - **ii.** Access Point Configuration. Based upon the technical implementation details and network design initiatives provided by Customer during the technical interview, Comcast will generate a configuration for the Access Points and shall complete such configuration prior to the shipment of the Access Points to the Service Location. Access Points will download their respective configurations from Comcast once they are installed at the End User Service Location and able to access the Internet.

## b. Delivery and Installation Process.

i. With respect to each End User Service Location, Comcast will ship an Access Point to Customer. It shall be Customer's obligation to ship the Access Points to each End User. The End User will be responsible for installing the Access Point at the End User Service Location. In no event shall a Comcast technician be dispatched to an End User Service Location in connection with installing, servicing or repairing the Service.

- **ii.** With respect to the Service Location, Comcast will ship the VPN Concentrator to the Service Location. Comcast shall be responsible for installing the VPN Concentrator at the Service Location and shall dispatch a technician, at such time as may be agreed upon by the parties, to complete such install.
- c. Network Monitoring and Management. On and after the Service Commencement Date, Comcast will monitor and manage the VPN Concentrator(s) related to the availability and certain performance aspects of the Service. Customer will be responsible for providing technical support to the End Users and will work directly with the End Users to ascertain whether the root cause of such alarm is the Network Access Equipment or the Service. If Customer reasonably determines that the root cause of such issue is attributable to the Network Access Equipment or the Service, Customer should open a trouble ticket with Comcast by calling the Comcast Support Number. Under no circumstance will Comcast provide support directly to End Users.

## d. On-Going Solution Support.

i. Comcast will support Customer's requested configuration changes, in accordance with Comcast's then current configuration change policy (the "Configuration Change Policy"). Upon request, Comcast shall provide Customer with its then current Configuration Change Policy. This includes any changes to the Service configuration as initially outlined in the ACD. Comcast has the following configuration change response objectives:

Category	Objective
Simple Configuration Change	4 business hours
Complex Configuration Change	10 business days

"Simple Configuration Change" means any change that enables or disables functionality in the Service that does not affect a Service Location's, an End User Service Location's or an Access Point's ability to route application traffic. Examples of a Simple Configuration Change include updating the name of a SSID; changing a pre-shared password key; enabling or disabling content filtering; or adding or removing firewall rules.

"Complex Configuration Change" means any change that enables or disables functionality in the Service that affects a Service Location's, an End User Service Location's or an Access Point's ability to route application traffic. Examples of a Complex Configuration Change include adding additional VPN Concentrators; changing IP addresses; changing the manner in which End User's authenticate a device; adding or removing IP traffic routes (e.g., allowing or blocking traffic to specific networks or interfaces); adding or removing interfaces; or changing IPSec parameters.

**ii.** If a Comcast vendor develops software updates and/or security patches for such vendor's equipment which Comcast uses to provide the Service, Comcast will upload such software updates and/or security patches to the applicable Network Access Equipment to the extent Comcast determines, in its sole discretion, that such software updates and/or security patches are necessary. Updates or patches that are viewed as critical may require immediate action within a maintenance window. For the avoidance of doubt, Comcast shall have no obligation to develop software updates or security patches and its only obligation under this paragraph is to install updates and security patches developed by its applicable vendors to the extent Comcast determines, in its sole discretion, that such software updates and/or security patches are necessary.

## 4. <u>Security Monitoring and Mitigation</u>

The exact security policies and configuration of the Network Access Equipment will be as requested by Customer and as reflected in the final ACD. **COMCAST DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, ANY SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS.** Comcast will work with Customer to modify the configuration of the Network Access Equipment to attempt to mitigate security events and security threats identified by Customer and therefore Comcast's sole obligation is to implement the configuration settings requested by Customer. Comcast makes no guarantees with respect to the detection or blocking of viruses/worm/malware or any other types of attacks and is not responsible for any such malicious data that may be transmitted over the provided network.

## 5. <u>Technical Support and Maintenance</u>

Comcast provides Service level objectives for the Service, including mean time to respond, and mean time to restore.

## a. Mean Time to Respond.

Mean Time to Respond is the average time required for Comcast to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes from the time a trouble ticket is opened with Comcast.

### b. Mean Time to Replace.

Mean Time to Replace is the average time required to ship replacement Network Access Equipment to the Service Location. The Mean Time to Replace objective is as stated below for Network Access Equipment failure from the time a trouble ticket is opened with Comcast.

Mean Time to Replace Equipment	
Access Points	2 business days
VPN Concentrators	5 business days

#### c. Technical Support.

Comcast provides a toll-free trouble reporting telephone number to Comcast Support, the Comcast Support Number, 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 Customer-Provided Equipment ("CPE") or other equipment not provided by Comcast.

- **Escalation**. Service issues should be directed to the Comcast Support Number. Service issue escalations may be escalated by Customer within Comcast Support to a Supervisor after twenty-four (24) hours, to a Manager twenty-four (24) hours following the escalation to a Supervisor, and to a Director twenty-four (24) hours following the escalation to a Manager.
- Maintenance. Comcast's standard maintenance window is Monday to Friday from 6:00am to 8:00am ET. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the Customer as required. Emergency maintenance is performed as needed.
- Network Access Equipment. Comcast provides certain Comcast Equipment (the Network Access Equipment) for provisioning its Service. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering the Service.

## 6. Customer Responsibilities.

Customers have the following responsibilities related to the installation of the Service (collectively, the "Customer Pre-Installation Responsibilities"):

- Providing a copy of the applicable rack layout diagram to Comcast at least thirty (30) days prior to installation;
- Providing necessary contiguous rack space (3U);
- Ensuring all racks are properly grounded (Comcast requires permanent power for each VPN Concentrator installed);
- Providing, and to cause its End Users to provide, interior space within the applicable Service Location and End User Service Locations for the Network Access Equipment to reside that has an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eight-five (85) degrees Fahrenheit;
- With respect to the VPN Concentrator, providing a public IP and applying all required network address translation ("NAT"), firewall and port configurations to the Customer's existing network;
- Implementing all required IP addressing;
- Configuring all required network routing on the Customer's router/firewall;
- Providing emergency local generator or battery backup service;
- Storing any packages delivered for the installation of the Services in a secure, temperature-controlled location that will not be opened by anyone other than Comcast;
- Securing all applicable approvals for Comcast to access the Service Location (if any);
- Providing an escort that can enable Comcast's access to the buildings and Demarcation Point at the Service Location to allow Comcast. Provide access to each Service Location for regular (8am 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities;
- Providing a point of contact ("POC") and backup POC for installation, service activation and any maintenance

activities; and

• Providing SSID authentication-sensitive information (e.g., pre-shared key and RADIUS server information) prior to activation of the Services.

In the event that Customer does not verify its compliance with the Customer Pre-Installation Responsibilities prior to the installation of the VPN Concentrator and delivery of the Access Points, Comcast shall the right, in its sole discretion, to delay installation of the VPN Concentrator and delivery of the Access Points.

Customers also have the following ongoing responsibilities related support and maintenance of the Service:

- Receive and ship Access Points to the End Users;
- Provide tier one support to the End Users. Under no circumstances will Comcast provide direct support to the Customer End Users; and
- With respect to the Access Points, notify Comcast of any faulty units that require replacement and return faulty units back to Comcast.

Customer acknowledges and agrees that it is solely responsible for all use of the Service by its End Users, including, but not limited to, compliance with the Agreement and ensuring that the Service is only used in the United States. Any breach or violation of the Agreement by an End User shall constitute a breach or violation of the Agreement by Customer. Customer shall indemnify, defend, and hold harmless Comcast from any and all damages, liabilities, losses and expenses (including reasonable attorneys' fees) resulting from any violations of the Agreement by the End Users. Nothing herein expressly or implicitly provides any End User with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

Customer shall prohibit any End User from making any claims directly against Comcast related to the Service and, instead, any claims related to the Service must be made by Customer directly, on behalf of its End User, pursuant to the terms of the Agreement. Customer shall indemnify, defend, and hold harmless Comcast from any and all damages, liabilities, losses and expenses (including reasonable attorneys' fees) resulting from any claims brought by any End User directly against Comcast related to the Service provided under the Agreement.

# 7. 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.

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