

# Additional Terms Applicable to Managed Connectivity- Cellular Data Services

The following additional terms apply to your use of and access to any Managed Connectivity - Cellular Data Services ("**Cellular Services**" or "**Services**") purchased from Comcast Business together with its subsidiaries, affiliates, agents, and licensors (collectively "**Comcast Business**") under a Managed Services Statement of Work ("**SOW**"), as well as any electronic transmission sent, received, posted, accessed, or stored via cellular network ("**Network**"). For the avoidance of doubt, this includes your use of and access to the Managed Connectivity – Cellular Data Backup Service, Managed Connectivity – Temporary Cellular Data Service and Managed Connectivity – Permanent Cellular Data Service.

These terms are in addition to any other restrictions contained in any applicable terms and conditions or other agreements you have in place with Comcast Business for your Comcast Business services. By accessing or using any Comcast Business Cellular Services, you agree to these terms (collectively the "**Policy**"). Comcast Business may modify this Policy from time to time. The current version is available at <https://business.comcast.com/enterprise/terms-conditions>. Modifications to this Policy are effective upon its posting. Your business' failure to comply with this Policy could result in the suspension or termination of its Cellular Service account. In these cases, termination or other charges may apply. If your business does not agree to comply with this Policy, it must immediately stop all use of the Cellular Service and notify Comcast Business so that your account can be terminated with respect to the Cellular Services.

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## SUSPENSION OF SERVICE

Comcast Business may, without liability, and upon five (5) days advanced notice in connection with the below subsections (i)-(iii) and without prior notice in connection with the below subsection (iv)-(vi), suspend, block, terminate, or otherwise disable its provision of all or any portion of the Cellular Services to Customer and/or any Customer SIM for as long as it reasonably deems necessary in any of the following circumstances:

- i. Customer use of equipment that is (a) not approved by Comcast Business in accordance with the SOW, (b) defective where Comcast Business reasonably believes that equipment behavior may materially and negatively impact Comcast's Network, the underlying service provider's network, or Services, or (c) illegal;
- ii. An individual Customer SIM exceeds any SMS-specific Service usage thresholds provided to Customer;
- iii. Authentication of the Customer's subscription is not possible;
- iv. Reasonably suspected fraudulent or unauthorized use of the Comcast Business-provided equipment or Service, including Prohibited Uses (as defined below);
- v. Customer's use of equipment that is (a) defective where Comcast Business reasonably believes that equipment behavior may imminently, materially and negatively impact Comcast's Network, the underlying service provider's network or Services; and (b)

illegal and where such illegal equipment may cause Comcast Business or the underlying service provider to incur legal detriment; and

vi. Customers' conduct that Comcast Business reasonably determines is causing substantial interference, technical issues or otherwise is materially detrimental to Comcast Business, the Service, other customers, or the Comcast Network or underlying service provider network.

vii. Notwithstanding the above, except in cases in which Comcast Business' exercise of its rights under this subsection is done in Comcast Business' sole discretion to protect against illegal or fraudulent activity or to protect Comcast Business, the Service, the Comcast Network, the service provider's network, or other customers, Comcast Business will provide Customer with a minimum of 30 days' notice prior to exercising its suspension, termination, blocking or disabling rights under this section. Comcast Business' exercise of its suspension, termination, blocking, or disabling rights under this section will be limited only to specific Cellular Services which Comcast Business reasonably believes to be in the scope of the triggering circumstance.

## **PROHIBITED USES**

"Prohibited Uses" with respect to the use of Service consists of the following:

i. Accessing, altering or interfering, or attempting or assisting another person to access, alter or interfere, with the communications equipment or information of Comcast Business, any customer, including by rearranging, tampering or making any unauthorized connection with any wireless telephone equipment or facilities, or using any scheme, false representation or false credit devices, or by, or through, any other fraudulent means or devices whatsoever;

ii. using the Service in a manner that unreasonably interferes with use of services provided by Comcast Business, or any other customers, which shall consist of the following:

a. using the network to continually or repeatedly dial telephone numbers associated with free conference calls, free chat lines, or similar or related services that are used to increase the intercarrier compensation billed to the underlying service provider;

b. compromising the network security or capacity, degrading the network performance, using malicious software or "malware", hindering other customers' access to the network, or otherwise adversely impacting network service levels or legitimate data flows;

c. using applications which automatically consume unreasonable amounts of available network capacity;

d. using applications in a way that materially degrades network capacity or functionality; and

- e. misusing the Cellular Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications;
- iii. using the Cellular Service to convey information of a nature or in such a manner that renders the conveyance unlawful, or to impersonate another person with fraudulent or malicious intent, or for any purpose in violation of applicable law;
- iv. any other unauthorized, wrongful, or misappropriated use of Cellular Service (including cloning, compromised SIM algorithm, and subscription fraud) on a MSISDN or SIM assigned to Customer, whether or not the MSISDN or SIM is currently active and whether the use is by Customer or one of its end users;
- v. rearranging, tampering or making an unauthorized connection with any portion or component of the network;
- vi. using or knowingly assisting others in the use of any unethical or fraudulent scheme, or by or through any other unethical or fraudulent means or devices whatsoever, with intent to avoid payment of, in whole or in part, any charges for Cellular Service;
- vii. using the Cellular Service without permission on a stolen or lost device;
- viii. installing any amplifiers, enhancers, repeaters or other devices that modify or otherwise affect the radio frequencies used to provide the Cellular Service without express permission from Comcast Business;
- ix. using the Cellular Service for monitoring of third parties without their permission, which such permission may be granted either through an opt-in or opt-out model in accordance with applicable law, including location-based tracking of individuals, except as agreed to in writing by Comcast Business;
- x. using the Cellular Service to provide life-sustaining medical care or monitoring;
- xi. any other use of the Cellular Service that is fraudulent or materially harmful to Comcast Business, the underlying service provider, the Cellular Services and/or network.

## **ENFORCEMENT OF THE POLICY**

We have the right, but are not obligated, to strictly enforce this Policy through self-help, active investigation, litigation, and prosecution.

Any failure to insist upon or enforce performance of any provision in this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy. Comcast Business may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Policy is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.