

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
MASERGY UNIFIED  
COMMUNICATIONS AS A SERVICE**

**ATTACHMENT IDENTIFIER: UCaaS, Version 1.0**

The following additional terms and conditions are applicable to the Masergy Unified Communications as a Service (UCaaS) Service ordered under an Enterprise Master Services Agreement (“Agreement”). 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.

“**Estimated Availability Date**” means the target date for delivery of Service.

“**Service**” means the Masergy UCaaS Service. Subject to service availability, Customer may order Service for use at Service Locations within Comcast’s service areas. For clarity, Service does not include Masergy’s contact center services, which are governed by separate terms and conditions.

“**Voice Service**” means any commercial digital voice component of the Services that enables or has the capability of making calls to 10-digit telephone numbers interconnected to the public switched telephone service. For clarity, Voice Service does not include Webex App – Meetings and Messaging.

“**Webex App – Meetings and Messaging**” means the Cisco cloud-based Service Component of UCaaS with Webex (*Basic, Basic – Softphone Only, Standard or Premium*) Service that provides an integrated collaboration experience from any approved device and includes HD video, messaging, file sharing, screen sharing and conferencing.

**ARTICLE 1. PROVIDER**

The Service shall be provided by Comcast’s affiliates Masergy Communications, Inc., Masergy Cloud Communications, Inc., or one of its or their applicable operating affiliates or subsidiaries.

**ARTICLE 2. 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 Sales Order.

**ARTICLE 3. 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 about the Estimated Availability Date; provided, however, that Comcast’s failure to provision Services by said date shall not constitute a breach of the Agreement.

**ARTICLE 4. 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 Schedule A-1 hereto. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates. Comcast shall notify Customer that the Services are available for use on the Service Commencement Date. Any failure or refusal on the part of Customer to be ready to receive the Service on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges and may be treated as a termination for cause by Comcast as provided under the General Terms and Conditions. Comcast will consider the Service installation completed if Comcast has delivered Service, regardless of whether Customer refuses or fails to be ready to receive the Service.

**ARTICLE 5. TERMINATION CHARGES; PORTABILITY; UPGRADES**

**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 Termination Charges.**

A. Subject to Section 5.3, in the event that 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 100% of the monthly recurring charges for all months remaining in the

Service Term.

B. 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 such cancellation or termination.

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

**5.4 Portability.** Customer may terminate an existing Service (an "**Existing Service**") and turn up a replacement Service (i.e., migrate from Intelligent SIP Trunking to Hosted Enterprise User) (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, but in no event less than twelve (12) months; (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 Sales 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.

**5.5 Upgrades.** Customer may upgrade the 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, but in no event less than twelve (12) months; (b) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (c) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (d) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade.

#### **ARTICLE 6. SERVICE CREDITS**

Service credits are addressed in the service level agreement for the Service found at: <https://www.masergy.com/legal/sla> (or any successor URL) ("**SLA**"). Comcast strives to achieve all service levels from the start of the Sales Order. However, notwithstanding anything to the contrary in the SLA, Comcast is contractually relieved of the SLA and any service level or Service Availability (as defined in the

SLA) requirements specified in Sales Orders for the first ninety (90) days immediately following the Service Commencement Date at any Service Location. Any remedies, including credits (as used in the SLA), Service Credits (as defined in the SLA), set forth in the SLA and, where applicable, in any Sales Order shall be the Customer's sole and exclusive remedy for any failure to meet the specified service levels or Service Availability.

#### **ARTICLE 7: USE POLICY/ADDITIONAL USE RESTRICTIONS**

**7.1** Service is not for residential use. Service is intended for domestic US, commercial use only. In order to purchase and retain Service with Comcast, Customer must order and retain Comcast Internet Service. Service will not operate if Customer terminates Comcast Internet Service or has improperly set the disaster recovery feature at any time during the Service Term. Comcast shall have no liability for loss of Service which results from Customer terminating Comcast Internet Service or due to feature misconfiguration.

**7.2** Comcast shall not be responsible if Service or any changes in the facilities, operations or procedures utilized by Comcast in the provisioning of Service (1) renders any Customer-Provided Equipment or other equipment provided by Customer obsolete, and/or (2) requires modification or alteration of such Customer-Provided Equipment or Customer's system, and/or (3) otherwise affects Customer-Provided Equipment use or performance.

**7.3** Customer acknowledges and agrees that Service is not compatible with alarm and security systems, medical monitoring devices, certain fax machines, and certain "dial-up" modems and overhead paging systems. Customer's attempt to use any such systems in connection with the Service is solely at its own risk and Comcast shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

**7.4** It will be considered a material breach of the Agreement if Customer moves Service to another location or if Customer attempts to install or use the Comcast Equipment or Service at another location without first notifying Comcast and receiving Comcast's prior approval. Customer expressly agrees not to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitations or polling), fax or voicemail broadcasting or blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Comcast determines, in its sole discretion,

that Customer's use of the Service is excessive or in violation of the Agreement, Comcast reserves the right, among other things, to terminate, block, or modify the Service immediately and without notice. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND THE ASSOCIATED PARTIES (AS DEFINED IN SECTION 10 BELOW) FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO CUSTOMER'S FAILURE TO COMPLY WITH THIS ARTICLE 7.

#### **ARTICLE 8: SERVICE LIMITATION**

**8.1 Disruption of Service.** Customer acknowledges and agrees that Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power is interrupted and Customer-Provided Equipment and/or Comcast Equipment does not have a functioning backup power. Customer also acknowledges and agrees that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, the Service, including calls to 911, will not function until both (a) power is restored, and (b) the Comcast Network is operational. Customer also acknowledges that certain online features of the Service, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

**8.2 Nomadic Functionality of Service and Comcast Equipment.** Comcast may sell or provide the Service and Comcast Equipment with nomadic functionality (*i.e.*, such Comcast Equipment can be moved to multiple locations but still use the same telephone number). In such an event, Customer agrees to comply with all user guides, requirements and instructions provided by Comcast, including, without limitation, updating the Service Location associated with the nomadic Service and/or Comcast Equipment. Customer updates to the Service Location must be made a minimum of seventy-two (72) hours prior to moving nomadic Services and/or Comcast Equipment to ensure the records update is in place by the time of the relocation.

**8.3 COUNTRIES NOT SERVED – FRAUD PREVENTION.** In order to prevent international long distance fraud and reduce toll-fraud risks to the Service customers, Comcast does not include direct dialing to the following countries for all Services:

Afghanistan, Ascension Island, Bosnia-Herzegovina, Brunei Darussalam, Bulgaria, Central African Republic, Comoros Island, Congo, Cook Islands, Cuba, Diego Garcia, Djibouti Republic, Dominican Republic, East Timor, Falkland Islands, Gambia, Greenland, Guinea, Guinea Bissau, Iran, Iraq, Jamaica, Kiribati, Latvia, Lebanon, Liechtenstein, Lithuania, Madagascar, Maldives Republic, Morocco, Myanmar/Burma, Nauru, Nigeria, Niue Island, Norfolk Island/Antarctica, North Korea, Palau Republic, Papua New Guinea, Sao Tome and Principe, Satellite-Inmarsat, Satellite-Iridium, Satellite Network, Sierra Leone, Slovenia, Solomon Islands, Somalia, Spain (mobile numbers only), St. Helena, Sudan, Syria, Togo, Tokelau, Tunisia (mobile numbers only), Tuvalu, Vanuatu Republic, Zimbabwe, and any other country(ies) that Comcast determines, from time to time and in its sole discretion, is a high risk for toll-fraud.

#### **ARTICLE 9: LIMITATIONS OF 911/E911**

**9.1 Limitations.** Voice Service includes a 911/Enhanced 911 function (“911/E911”) that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.

**9.2 Correct Address. FEDERAL LAW AND MANY STATES REQUIRE BUSINESSES USING MULTI-LINE TELEPHONE SYSTEMS TO TRANSMIT SPECIFIC LOCATION INFORMATION (E.G., OFFICE NUMBER, ROOM NUMBER, FLOOR LEVEL, DIRECTIONAL QUADRANTS WITHIN INDIVIDUAL BUILDINGS, OR STREET ADDRESS FOR MULTI-LINE SYSTEMS THAT SERVE MULTIPLE DISCRETE BUILDINGS) FOR 911 CALLS. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT, AND NOT COMCAST, BEARS SOLE RESPONSIBILITY TO ENSURE THAT IT IDENTIFIES AND COMPLIES WITH ALL SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO IS A BREACH OF THE AGREEMENT.** In order for 911/E911 calls to be properly directed to emergency services, Comcast must have Customer's correct Service Location address and, where applicable, location details (“Registered Service Location”) for each telephone number and extension used by the Customer. Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address. If the Voice Service or any Voice Service device is moved to a different Service Location or a different location within a Service Location without

Customer obtaining Comcast's approval and providing the updated Registered Service Location information to Comcast, 911/E911 calls may be directed to the wrong emergency authority, 911/E911 calls may transmit the wrong Service Location address, emergency responders may be unable to locate the emergency on the premises, and/or Voice Service (including 911/E911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks. Therefore, Customer must contact Comcast before moving the Voice Service to, or accessing or using the Voice Service from, a new Service Location, or a new location within a Service Location. All changes in Service Location or Registered Service Location require Comcast's prior approval. Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes or updates to any Registered Service Location by calling or emailing Comcast at the applicable phone number or email address designated by Comcast. The contact number or method for making such updates are subject to change from time to time. Updates to Voice Service may take up to seventy-two (72) hours to complete.

**9.3 Service Interruptions.** Customer acknowledges and agrees that the Service uses the electrical power in Customer's Service Location, as well as the Customer's underlying broadband service. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated Customer-provided Equipment and/or Comcast Equipment is not installed, fails, or is exhausted after several hours. Customer is urged to arrange for its own backup power supply. Further, if there is an underlying broadband service outage, 911 calling may be interrupted. Provided that the underlying network is still operational, the duration of the Service during a power outage will depend, among other things, on Customer's backup power choice and proper configuration of Customer's disaster recovery features. Comcast bears no responsibility for such loss of the Service.

**9.4 Network Facilities.** Calls using the Voice Services, including calls to 911/E911, may not be completed if Customer exceeds the Voice Service and equipment configuration calling capacity or if there is a problem with network facilities, including network

congestion, network/equipment/power failure, or another technical problem.

**9.5 Address updates.** Failure by Customer to make Service Location updates, including updates to restore the service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.

**9.6 911/E911 Limitations for Nomadic Users.** Comcast only supports 911/E911 calls in those areas of the U.S. where Comcast can direct Customer's 911 calls to the appropriate PSAP in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges that 911 calls from nomadic Comcast Equipment will reach the emergency authority associated with the original Registered Service Location unless Customer updates the Service Location address as described in Section 9.2 above. Comcast will be unable to register any Service Location provided in conjunction with the use of nomadic Service and/or Comcast Equipment that is outside its 911/E911 Voice Service support area. In such circumstances, Customer will be required to use an alternative means of accessing 911/E911.

**9.7 Locations Without Support for 911/E911.** If the Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911/E911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911/E911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

**9.8 Teleworkers Users.** Comcast Equipment used for teleworking is intended for primary use at Customer's registered Service Location. However, such equipment may operate from any location where Customer or Customer's authorized end user is able to access a broadband connection. In order for 911/E911 calls to be properly directed to emergency services from such Comcast Equipment, Customer must update the Service Location as instructed in Section 9.2, above.

**9.9 Customer-Initiated 911 Testing.** Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to

make test calls to 911, it agrees to obtain prior approval from the relevant state or local emergency communications authority and assumes all responsibility for the placement of such calls.

**9.10 Suspension and Termination by Comcast.** Customer acknowledges and agrees that the Service, including 911/E911 calling via Voice Service, as well as all online features of the Service, where Comcast make these features available, will be disabled if Customer's account is suspended or terminated.

**ARTICLE 10: LIMITATION OF LIABILITY AND INDEMNIFICATION.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS AFFILIATES NOR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, LICENSORS, ATTORNEYS OR CONTRACTORS ("ASSOCIATED PARTIES") WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911 CALLING VIA VOICE SERVICE.

## **ARTICLE 11: EQUIPMENT REQUIREMENTS**

### **11.1 Equipment Requirements.**

**A. Network Hardware Equipment.** To use the Service, Customer may need an enterprise Session Border Controller (eSBC) or other adapter device. Customer can lease an eSBC from Comcast, in which case it will be Comcast Equipment.

**B. Premise Hardware Equipment.** To use the Service, Customer may need an IP phone handset, conference device, or analog telephone adapter ("ATA") or other adapter device. Customer may lease an IP phone handset, conference device or ATA from Comcast, in which case it will be Comcast Equipment, or may purchase an IP phone handset, conference device or ATA from Comcast, in which case it will be deemed Customer-Provided Equipment, except as otherwise described in the Agreement.

### **11.2 Incompatible Equipment and Services.**

Customer acknowledges and agrees that Service may not support or be compatible with:

(a) Non-recommended configurations, including, but not limited to, ATAs or eSBCs not currently certified by Comcast as compatible with Service;

(b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems;

(c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;

(d) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;

(e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and

(f) Other call types not expressly set forth in Comcast's product literature (e.g., outbound shore-to-ship calling). Customer's attempt to use any such systems or services in connection with the Services is solely at its own risk and Comcast shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

**11.3** Comcast does not support most N11 dialing service.

## **ARTICLE 12: ADDITIONAL LIMITATIONS ON COMCAST'S LIABILITY**

**12.1 Limitations on Comcast's Liability for Directories and Directory Assistance.** THESE LIMITATIONS SHALL APPLY WHERE (A) COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, (B) CUSTOMER PROVIDES COMCAST SUCH INFORMATION TO BE PUBLISHED IN THE DIRECTORY OR DIRECTORY ASSISTANCE, AND (C) ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS

INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS OCCUR AND ARE DIRECTLY ATTRIBUTABLE TO COMCAST'S ACTIONS OR FAILURE TO ACT, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY RECURRING CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. IF ANY OF THE AFOREMENTIONED CONDITIONS OCCUR AND ARE NOT A RESULT OF COMCAST'S ACTION OR FAILURE TO ACT, COMCAST WILL NOT BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH CONDITIONS. FURTHERMORE, IF COMCAST MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

**12.2 Customer Information.** Comcast and its suppliers reserve the right both during the term of the Agreement and upon its termination to delete Customer's voicemail, call detail, data, files, or other information that is stored on Comcast's or its suppliers' servers or systems, in accordance with Comcast's storage policies. Customer acknowledges and agrees that Comcast shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

**12.3 Call Verification.** Customer may be receiving enhanced Caller ID services that provide Customer with an indicator on calls when the caller's voice provider has confirmed that the call is coming from a telephone number that has not been falsified. Customer acknowledges and agrees that an indicator that a particular call has been "verified" does not mean

that the call is a desired call or a legitimate call. Similarly, Customer acknowledges and agrees that the lack of a "verified" indicator does not mean that the call is a nuisance call. Customer is responsible for protecting itself from fraudulent calls. Comcast shall have no liability for any actual or alleged damages claimed to be caused, directly or indirectly, as a result of Customer's reliance on enhanced Caller ID services.

**12.4 Fraudulent and Robocalls Traffic.** Comcast assumes no liability for (a) calls to Customer that Comcast blocks as fraudulent or robocalls traffic or (b) calls made by Customer that are blocked by third party providers as the result of any fraud or robocall mitigation efforts.

**12.5 Call Spoofing.** Customer shall not use any Service to deliberately falsify the information transmitted to the called party's Caller ID display to disguise their identity or otherwise make calls with the intent to defraud, cause harm, or wrongfully obtain anything of value. In addition to the indemnification obligations contained elsewhere in the Agreement, if Customer violates this Section 12.5, Customer agrees to indemnify and hold Comcast and its Affiliates and its and their respective directors, officers, employees, agents, partners, suppliers, (sub)contractors, attorneys and licensors harmless from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses for claims relating to or resulting from Customer's violation of this Section 12.5.

## **ARTICLE 13: SERVICE CHARGES**

**13.1 Prices.** The Service is subject to the service pricing identified in the applicable Sales Order, and subject to the pricing lists found at: <https://www.masergy.com/rate-plans>. Comcast may update the website documents and/or URL from time to time.

**13.2** Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., outbound, international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.

**13.3** Notwithstanding anything to the contrary in this Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a

completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast or its Associated Parties, as if such a call were answered by the called party, Comcast will charge Customer for a completed call. Voice Service pricing lists and fees can be found at <https://www.masergy.com/rate-plans>.

**13.4** Except as otherwise prohibited by law, calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute. Comcast reserves the right to round up any and all Voice Service invoice amounts to the nearest one (1) cent.

**13.5** **Billing Increments.** Billing increments for Service are available at <https://www.masergy.com/rate-plans>. Comcast may update the website documents and/or URL from time to time.

**13.6** **Rounding of Charges.** Except as otherwise provided in the Agreement, Voice Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

## **ARTICLE 14: ADDITIONAL TERMS APPLICABLE TO WEBEX APP – MEETINGS AND MESSAGING**

In addition to Articles 1 through 13 above, Article 14 is specifically applicable to Webex App – Meetings and Messaging portions of the Service:

**14.1** **End User Service Agreement; Privacy Policy.** Comcast is authorized to distribute the Webex App – Meetings and Messaging portions of the Service to Customers by a third party. In connection with and as a condition of such distribution by Comcast and use by Customer, the Webex App – Meetings And Messaging portions of the Service are governed by (a) the Webex Privacy Policy available at <https://www.cisco.com/c/en/us/about/legal/privacy.html>, (b) the Cisco Privacy Data Sheets for “Webex Meetings” and “Webex Teams” available at [https://trustportal.cisco.com/c/r/ctp/trust-portal.html#customer\\_transparency](https://trustportal.cisco.com/c/r/ctp/trust-portal.html#customer_transparency), (c) the Cisco End User License Agreement available at [www.cisco.com/go/eula](http://www.cisco.com/go/eula), and (d) the product specific terms available at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~offer-descriptions>. Customer acknowledges and agrees to

the terms and conditions of each of (a) – (d) of the foregoing.

**14.2** **Service Description and Obligations.** Service descriptions and Customer compliance obligations applicable to the Webex App – Meetings And Messaging portions of the Service are available at <http://www.cisco.com/go/servicedescriptions>. Customer acknowledges and agrees to terms, conditions, and obligations set forth therein.

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**SCHEDULE A-1  
SERVICE DESCRIPTION**

**1. Service Descriptions**

The Service is available as a softphone-only voice option up to full-featured UCaaS with enterprise-level meetings, as described in the table below. The Services described in the table below may be purchased individually or in certain combinations, as made available by Comcast and as set forth in a Sales Order.

<b>UCaaS Service</b>	<b>Description</b>
Hosted Enterprise User	<p>An all-in-one hosted unified communications (UC) voice user license that delivers business calling features around the globe.</p> <p>Includes emergency calling**, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription.</p> <p>For a summary of all available UC features, visit <a href="https://www.masergy.com/unified-communications/calling/user-bundles-and-features">https://www.masergy.com/unified-communications/calling/user-bundles-and-features</a>.</p>
UCaaS with Webex - Basic Softphone Only*	<p>Hosted Enterprise User plan using a Webex-based softphone app to make and receive voice calls on PC, Mac, and mobile devices. Customers with these plans cannot access collaboration features such as video calling, instant messaging, and persistent meeting spaces from the Webex app.</p> <p>Includes emergency calling**, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription.</p>
UCaaS with Webex – Basic*	<p>Combines Hosted Enterprise User voice calling with Webex collaboration for up to 25 people in cloud-based spaces (“Spaces”) with video, chat, and messaging.</p> <p>Includes emergency calling**, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription features for business voice calls.</p>
UCaaS with Webex – Standard*	<p>Bundle with all Hosted Enterprise User and UCaaS with Webex – Basic features that adds the ability to host up to 100 users in a personal meeting room (“PMR”) with a dedicated dial-in number.</p> <p>Includes emergency calling**, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription features for business voice calls.</p>
UCaaS with Webex – Premium*	<p>Bundle with Hosted Enterprise User voice and UCaaS with Webex – Standard features that increases the PMR count to 1000 attendees with up to 300 users per Space along with Apple Siri voice assistant integration.</p> <p>Includes emergency calling**, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription features for business voice calls.</p>
Intelligent SIP Trunking	<p>Intelligent SIP Trunking service gives Customer the ability to transform its voice systems into unified communications (UC) platforms, without eliminating legacy PBX equipment.</p> <ul style="list-style-type: none"> <li>• Includes the options for Basic DID and Enhanced Trunk User Features (each as described in the table below).</li> <li>• Available in metered/bundled minutes (500, 1000, 1500, 2000, 3000, 5000, and</li> </ul>



	10000) <ul style="list-style-type: none"> <li>• Microsoft Teams Direct Routing supported</li> <li>• Encryption supported</li> </ul>
Utility Line	Utility Line is a solution for Customers needing common-area phones as well as paging interface units and door entry. Includes emergency calling and outbound call plan with unlimited domestic and international calling options.
MS Teams Connector Basic	<ul style="list-style-type: none"> <li>• Integrates global voice calling plans into Microsoft Teams.</li> <li>• Based on the “Utility Line” license and includes the TeamMate PBX license as well as usage.</li> </ul>
MS Teams Connector Enterprise	<ul style="list-style-type: none"> <li>• Integrates voice calling plans into Microsoft Teams.</li> <li>• Based on the “Hosted Enterprise User” license and includes the TeamMate PBX license as well as usage.</li> <li>• Allows for Hosted PBX features such as Shared Call Appearance (SCA), Presence, and feature access codes.</li> </ul>
MS Teams with Webex Plugin	Webex and MS Teams integration allows users to start Webex voice and video calls from the MS Teams application, allowing users to maintain their MS Teams experience while leveraging Masergy Hosted UC to place and make calls.

\*For clarity and avoidance of doubt, each of the UCaaS with Webex options (*Basic, Basic – Softphone Only, Standard or Premium*) described in the table above includes, combines or is bundled with Hosted Enterprise User. Webex is not available for purchase from Comcast separate from Hosted Enterprise User.

\*\*For clarity and avoidance of doubt, emergency calling functionality operates only via the Hosted Enterprise User component of the Services, and not via Webex.

The following enhanced features may be purchased, as made available by Comcast, as add-ons to the Services described in the above table. The enhanced features may be purchased individually or in certain combinations, as made available by Comcast. Basic DID and Enhanced Trunk User Features are available as add-ons only to the Intelligent SIP Trunking Service.

<b>Enhanced Features</b>	
Additional Conference Bridge Ports	Provides functionality to allow an administrator/Bridge moderator to create, configure, and manage multi-party conference bridge calls.
Basic DID	DID is a public phone number that users use to place and receive calls directly.
Call Center	Call Center solution is natively integrated into Comcast’s global UC platform, providing an expansive, scalable call center application. For more information, visit <a href="https://www.masergy.com/unified-communications/calling/features/call-center">https://www.masergy.com/unified-communications/calling/features/call-center</a> .
Call Center Agent – Standard	Standard agents can be part of priority routing ACD/Queuing and optional call center clients.
Call Center Agent – Premium	Premium agents get enhanced skill-based ACD/Queuing and optional call center clients.
Call Center Client – Supervisor	Supervisors can manage call center agents, monitor agent calls, and generate agent reports.
Call Recording	Provides functionality intended to allow Customers to record all incoming and outgoing calls with 100% recording and record on demand (“ROD”).
Call Recording – Agent Evaluation	Call center supervisors can create templates to score the agents calls.
Call Reports	Call Reports provide a view of both internal and inbound/outbound calling traffic patterns.
Enhanced Trunk User Features	Enables access to additional UCaaS services to Basic DID such as last number redial, speed dial, 3-way conference calling, do not disturb, call transfer, the suite of call forwarding (“CF”) always, CF no answer, and CF not reachable (for disaster recovery, immediately forward calls if the power goes out) plus mobility and shared call

	appearance for up to 5 devices.
Fax Line	Fax Line offers the functionality of connecting existing analog fax machines and multifunction printer/copiers to a Customer's business enterprise IP network. The fax machine is connected via an adapter called a fax terminal adapter ("FTA").
Group Call	Group call is intended to provide users the functionality to join multi-way conferences on Customer's timetable with Instant Group Call. When enabled, a user calls the assigned Instant Group Call number to have up to 20 members of the group alerted.
IVR Services	Cloud interactive voice response ("IVR") application that is intended to enable true omni-channel customer service.
Cloud IVR Studio Service	Inference Studio is a web based visual tool for users that build conversational experiences.
IVR Basic Session	This is intended to enable one concurrent Virtual Agent to be processed within Studio in DTMF mode (no text to speech ("TTS") & automated speech recognition ("ASR")) for inbound/outbound interactions.
IVR Standard Session	This is intended to enable one concurrent virtual agent to be processed within Studio with full multiple language TTS and ASR capabilities for inbound/outbound interactions.
IVR Virtual Agent Session	All the features of a standard virtual agent additionally enabled with selectable open speech / natural language processing ("NLP") artificial intelligence capabilities.
IVR Virtual Agent Session – Voice Biometrics	All the features of an IVR Virtual Agent Session additionally enabled with voice biometrics for user authentication in security solutions.
Q4ME Waiter	Queue-For-Me waiters allows callers to leave a busy call center queue and allowing them to maintain their place in line. When it is their turn, the waiter (virtual placeholder) is delivered to an agent for a callback. Available in multiples of 5 waiters.
IVR SMS Services	Enhance the Cloud IVR Standard or Virtual Agent customer experience by combining voice and SMS channels.
IVR SMS Short Codes	Short codes are typically 5 digits in length and intended for one to many, such as applications needing to send time-sensitive messages to many users at once, such as marketing communications.
IVR SMS Long Codes	Long Codes are 10 digits in length and intended for person-to-person communications.
IVR SMS Credits	Each SMS message incurs a credit amount and Comcast provides flexible credit options based on the amount of SMS traffic used. Available in increments of 10000, 250000, 50000, or 100000 credits.
Local Directory Listing	Extension dialing allows a user to dial an abbreviated digit string to call another user in the user's group. Extensions can be associated to users and virtual users. Users without a phone number can have just an extension. The Directory listings are located in many places, such as the auto attendant name dialing directory, call control client software, and the telephone directory.
Receptionist Desktop Client	Receptionist is a web-based application enabling a user to monitor a configurable set of users in the enterprise business group.
Toll Free Call Plan	Calling plan for toll free number for the United States.
Unity Client Suite	Unity client suite provides control functions directly from

	the end-user's desktop/browser and works with the Comcast phones including CRM integration.
Unity Client – Enterprise	Unity Desktop combines call control, Instant Messaging, telephony service configuration, click-to-dial and unified directories on the Microsoft Windows Desktop.
Unity Client – Enterprise Web	Unity Desktop Web is a web-based application that combines call control, Instant Messaging, telephony service configuration, click-to-dial and unified directories.
Unity Client – Reception	Unity Reception is an attendant console client for Windows for the front desk or receptionist user.
Unity Client – Agent	The Unity Call Center Agent desktop client helps agents manage and handle calls in the call center providing visibility of queue statistics and allowing them to manage their ACD status.
Unity Client – Agent Web	Unity Call Center Agent Web simplifies call handling and escalation, providing visibility of queue statistics and allowing them to manage their ACD status all from within the familiar internet browsers.
Unity Client – Supervisor	The Unity Call Center Supervisor desktop client helps managers to view the call center queues, the agents they manage, run call center reports and handle calls in the call center.
Unity Client – Dashboard	The Unity Dashboard is a real-time call center statistical display available in both tabular and graphical views. Unity Dashboard can accommodate different size screens and different customer requirements for both queue and agent statistics.
Unity CRM Connector	Unity CRM Connector integrates with CRM applications to facilitate contact lookup & “popping” for inbound/outbound calls, contact lookup, & click-to-dial. Unity CRM Connector is only available for Microsoft Windows PCs running Agile, Dynamics, Salesforce, SugarCRM, Zendesk, and Zoho CRM apps.
Utility Automated Attendant – Standard	Auto Attendant is a powerful and flexible tool to field inbound calls and deliver them to the intended destination through interactions with the caller. Once connected, the caller received a greeting that provides a menu of options to complete call routing.
Utility Hunt Group	Allows utility line to be part of a hunt group.
Utility Line	Utility Line is an IP-based service mimicking common business phone features.
Utility Voicemail	Allows utility line to provide voicemail.
Virtual Fax	Virtual Fax allows Customers to have published a 10-digit phone number for a fax assigned by Comcast. When someone sends a fax to this number, Comcast sends a Fax file (.PDF) attached to an email address designed by the Customer.
<b>CPE – Hardware</b>	
Handsets, Conference Room, and Other Devices	Purchase and rental options for a variety of IP phones, conference room systems, and other business communications hardware from Cisco, Poly, and more. For more info, visit <a href="https://www.masergy.com/unified-communications/ip-phones">https://www.masergy.com/unified-communications/ip-phones</a> .
Premise Equipment	Purchase and rental options for session border controllers (SBC) and the Algo 8301 paging adapter and speakers.