

COMCAST CUSTOMER PRIVACY NOTICE

FOR CABLE TELEVISION, HIGH-SPEED INTERNET, AND PHONE SERVICES

Why is Comcast providing this notice to me?

As a subscriber to cable service or other services provided by Comcast, you are entitled under Section 631 of the federal Cable Communications Policy Act of 1984, as amended, (the “Cable Act”) to know the following:

- the limitations imposed by the Cable Act upon cable operators in the collection and disclosure of personally identifiable information about subscribers;
- the nature of personally identifiable information we collect;
- the nature of the use of personally identifiable information;
- under what conditions and circumstances we may disclose personally identifiable information and to whom;
- the period during which we maintain personally identifiable information;
- the times and places at which you may have access to your personally identifiable information; and
- your rights under the Cable Act concerning personally identifiable information and its collection and disclosure.

Personally identifiable information is information that identifies a particular person; it does not include aggregate data that does not identify a particular person or persons. This notice is also provided to you in accordance with applicable California law, which only applies to our customers located in California who are served by a cable television corporation.

In addition, Section 702 of the federal Telecommunications Act of 1996, as amended, (the “Telecommunications Act”) provides additional privacy protections for certain information related to our phone services:

- information about the quantity, technical configuration, type, destination, location, and amount of your use of the phone services; and
- information contained on your telephone bill concerning the type of phone services and features you receive.

That phone information, when matched to your name, address, and telephone number is known as customer proprietary network information or CPNI for short. This notice, which includes our CPNI Policy, describes what CPNI information we obtain, how we protect it, and how it may be used. If you are a customer of our phone services, you have the right, and Comcast has a duty, under the Telecommunications Act and applicable state law, to protect the confidentiality of CPNI. We also honor any restrictions applied by state law, to the extent applicable. **WE EXPLAIN BELOW UNDER “HOW DO I GIVE OR WITHHOLD MY APPROVAL FOR COMCAST TO USE CPNI TO MARKET ADDITIONAL PRODUCTS AND SERVICES TO ME?” HOW YOU CAN APPROVE OUR USE OF CPNI OR WITHDRAW YOUR APPROVAL?**

Special Note: Our CPNI Policy applies to the voice communications-related services provided by the applicable Comcast operating company that delivers voice services to our customers. In this notice, the terms “Comcast,” “we,” “us,” or “our” refer to the operating company subsidiary or subsidiaries of Comcast Corporation that (i) owns and/or operates the cable television system in your area pursuant to a cable television franchise with the local franchising authority, or (ii) is operating in your area. The term “you” refers to you as a subscriber to one or more of our cable service and other services.

I. Collection

What kind of information does this notice apply to?

The Cable Act applies to personally identifiable information that you have furnished to Comcast, or that Comcast has collected using the cable system, in connection with the provision of cable service or other services. The Telecommunications Act applies to CPNI related to our regulated phone services, and certain orders of the Federal Communications Commission apply the CPNI rules to our interconnected voice over Internet protocol communications services. This notice applies to our cable television service, our high-speed Internet service, and our phone services as provided for by applicable law and except as otherwise noted.

Special Note: This notice only covers information that is collected by Comcast in connection with the provision of our cable television service, our high-speed Internet service, and our phone and communications services to you as a subscriber to one or more of these services. It does not cover information that may be collected through any other products, services, or websites, even if accessed through our services and even if co-branded with them. You should read the privacy policies for these other products, services, and websites to learn how they handle your personal information.

For what purposes may Comcast collect personally identifiable information and CPNI?

The Cable Act authorizes Comcast as a cable operator to use the cable system to collect personally identifiable information concerning any subscriber for the following purposes:

- to obtain information necessary to render our cable service or other services to our subscribers; and
- to detect unauthorized reception of cable communications.

The Cable Act prohibits us from using the cable system to collect personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber's prior written or electronic consent.

The Telecommunications Act authorizes us to use, disclose, or permit access to individually identifiable CPNI in our provision of:

- the telecommunications services from which this information is derived; or
- services necessary to, or used in, the provision of these services, including the publishing of directories.

The Telecommunications Act prohibits us from using CPNI for any purposes other than those listed above except as permitted or required by law or with your approval.

What kind of personally identifiable information and CPNI does Comcast collect?

Comcast collects information from you at several different points when you initiate and use our services. Some of this information is personally identifiable information, but much of it is not. We collect certain personally identifiable information that our subscribers furnish to us in connection with the provision of cable service or other services. In order to provide reliable, high quality service to you, we keep regular business records containing information about you that may constitute personally identifiable information. These records include some, but typically not all, of the following information:

- your name;
- service address;
- billing address;
- e-mail address;
- telephone number;
- driver's license number;
- social security number;
- bank account number;
- credit card number; and
- other similar account information.

With respect to phone services, examples of CPNI include information typically available from telephone-related details on your monthly bill, such as:

- location of service;
- technical configuration of service;
- type of service;
- quantity of service;
- amount of use of service; and
- calling patterns.

CPNI does not include your name, address, and telephone number, because the Telecommunications Act classifies that information as "subscriber list information" which is not subject to the protections applicable to CPNI. However, that information is also subject to certain protections as described below under "To whom may Comcast disclose personally identifiable information?"

We also collect and maintain certain other information about your account. For example, this information may include:

- billing, payment, and deposit history;
- additional service information;
- customer correspondence and communications records;
- maintenance and complaint information;
- records indicating the number of television sets, set-top boxes, modems, or telephones connected to our cable system; and
- additional information about the service options you have chosen.

Some of our services permit you to establish secondary accounts, and if you do so we collect similar information in order to establish and service the secondary accounts. During the initial provisioning of our services, and during any subsequent changes or updates to our services, Comcast may collect technical information about your televisions, any set-top boxes, computer hardware and software, cable modems, telephones, and/or other cable or other service-related devices, and customization settings and preferences. Additionally, if you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable facilities as well as your landlord's name and address.

What kind of information do you collect if I use interactive or transactional services or television viewing controls?

When you use our interactive or other transactional services such as video on demand, for example, our systems may automatically collect certain information about your use of these services. Most of this information is not personally identifiable information and it is simply used, for example, to carry out a particular request you make using your remote control, set-top box, or other equipment. This may include information required to change your television channel, review listings in an electronic program guide, pause or fast forward through certain on demand programs, or invoke a calling feature for our phone service, among other things. It may also include other information such as the time you actually use our services and the use of other features of our services, and which menus and menu screens are used most often and the time spent using them.

In order to carry out a particular request you make to watch a pay-per-view program or purchase a product, service, or feature, for example, our system may collect certain personally identifiable information. This information typically consists of account and billing-related information such as the pay-per-view programs or other products, services, or features ordered so that you may be properly billed for them. Follow your program guide commands or any special instructions on your video screen when you make these transactional requests. These commands and instructions will explain your choices so that you can complete or cancel your requests as you wish.

What kind of information do you collect and use to improve your cable services and deliver relevant advertising?

Our cable systems may collect anonymous and/or aggregate information using set-top boxes and other equipment. We use this information to determine which programs are most popular, how many people watch a program to its conclusion, and whether people are watching commercials, for example. As described below under "How does Comcast use personally identifiable information and CPNI?", we may provide subscriber lists or certain anonymous and/or aggregate information to third parties working on our behalf, such as audience measurement or market research firms, for example. These firms may combine this information with other aggregated or non-aggregated demographic information (such as census records) to provide us with audience analysis data, though we will require them to remove personally identifiable information about our subscribers from this data. We use this information to improve our cable television service and other services and make programming and advertising more relevant to our subscribers. We may also use this information to distribute and deliver relevant programming and advertising to you without disclosing personally identifiable information about you to programmers or advertisers. In addition to this privacy notice, we may provide additional notices to you regarding specific advertising or other initiatives. These notices will describe the initiatives in greater detail and may, as appropriate, contain information you can use to choose to participate, or not participate, in these initiatives.

II. Use

How does Comcast use personally identifiable information and CPNI?

We collect, maintain, and use personally identifiable information and CPNI as permitted by the

Cable Act and the Telecommunications Act and other applicable laws. We use this information primarily to conduct business activities related to providing you with our cable service and other services, and to help us detect theft of service. Generally speaking, we use personally identifiable information in connection with:

- billing and invoicing;
- administration;
- surveys;
- collection of fees and charges;
- marketing;
- service delivery and customization;
- maintenance and operations;
- technical support;
- hardware and software upgrades; and
- fraud prevention.

More specifically, we also use personally identifiable information to:

- install, configure, operate, provide, support, and maintain our cable service and other services;
- confirm you are receiving the level(s) of service requested and are properly billed;
- identify you when changes are made to your account or services;
- make you aware of new products or services that may be of interest to you;
- understand the use of, and identify improvements to, our services;
- detect unauthorized reception, use, or abuse of our services;
- determine whether there are violations of any applicable policies and terms of service;
- manage the network supporting our services;
- configure cable service and other service-related devices; and
- comply with law.

The Telecommunications Act further permits Comcast to use, disclose, and permit access to CPNI obtained from our customers, either directly or indirectly, to:

- initiate, render, bill, and collect for telecommunications services;
- protect our rights and property, and protect our users of these services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, these services;
- provide any inbound telemarketing, referral, or administrative services to you for the duration of the call, if you initiated the call and you approve of the use of this information to provide these services; and
- to provide call location information concerning the user of a commercial mobile phone service.

With respect to phone services, unless we obtain your approval in accordance with our policies described below under “How do I give or withhold my approval for Comcast to use CPNI to market additional products and services to me?”, Comcast may not use CPNI to market products and services to you other than the phone services.

Comcast transmits, and may collect and store for a period of time, personally identifiable and non-personally identifiable information about you when you use our high-speed Internet and phone services to:

- send and receive e-mail, video mail, and instant messages;
- transfer and share files;
- make files accessible;
- visit websites;
- place or receive calls;
- leave and receive voice mail messages;
- use the applicable communications center or voice center;
- establish custom settings or preferences;
- communicate with us for support; or
- otherwise use the services and their features.

Our transmission, collection, and storage of this information are necessary to render the services. In certain situations, third-party service providers may transmit, collect, and store this information on our behalf to provide features of our services. These third parties are not permitted to use your personally identifiable information except for the purpose of providing these features.

We may also combine personally identifiable information, which we collect as described in this notice as part of our regular business records, with personally identifiable information obtained from third parties for the purpose of creating an enhanced database or business records. We may use this database and these business records in marketing and other activities related to our cable service and other services. We also maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires.

III. Disclosure

Under what circumstances may Comcast disclose personally identifiable information to others?

Comcast considers the personally identifiable information contained in our business records to be confidential. The Cable Act authorizes Comcast as a cable operator to disclose personally identifiable information concerning any subscriber if the disclosure is:

- necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to the subscriber;
- required by law or legal process (described below under “When is Comcast required by law to disclose personally identifiable information and CPNI by law?”); or
- of the names and addresses of subscribers for “mailing list” or other purposes (subject to each subscriber’s right to prohibit or limit this disclosure and the CPNI Policy described below under “How do I place myself on Comcast’s ‘do not call’ and ‘do not mail’ lists?”).

The Cable Act prohibits us from disclosing personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber’s prior written or electronic consent.

To whom may Comcast disclose personally identifiable information?

We may disclose personally identifiable information as provided for in the Cable Act when it is necessary to render, or conduct a legitimate business activity related to, the cable service or other services we provide to you. These kinds of disclosures typically involve billing and collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, and fraud prevention, for example. We may also collect, use, and disclose information about you in non-personally identifiable or aggregate formats, such as ratings surveys and service usage and other statistical reports, which do not personally identify you, your particular viewing habits, or the nature of any transaction you have made over the cable system. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities.

The Cable Act authorizes Comcast as a cable operator to disclose limited personally identifiable information to others, such as charities, marketing organizations, or other businesses, for cable or non-cable “mailing list” or other purposes. From time to time we may disclose your name and address for these purposes. However, you have the right to prohibit or limit this kind of disclosure by contacting us by telephone at 1-800-COMCAST or by sending us a written request as described below under “How do I contact Comcast?” Any “mailing list” and related disclosures that we may make are limited by the Cable Act to disclosures of subscriber names and addresses where the disclosures do not reveal, directly or indirectly, (i) the extent of any viewing or other use by the subscriber of a cable service or other service provided by us; or (ii) the nature of any transaction made by the subscriber over our cable system.

We may sometimes disclose personally identifiable information about you to our affiliates or to others who work for us. We may also disclose personally identifiable information about you to outside auditors, professional advisors, service providers and vendors, potential business merger, acquisition, or sale partners, and regulators. We make these disclosures as provided for in the Cable Act. Typically, we make these disclosures when the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services we provide to you. We may be required by law or legal process to disclose certain personally identifiable information about you to lawyers and parties in connection with litigation and to law enforcement personnel.

If we (or our parent company) enter into a merger, acquisition, or sale of all or a portion of our assets, subscribers’ personally identifiable information will, in most instances, be one of the items

transferred as part of the transaction. If this notice will be changed as a result of a transaction like that, you should refer below under “Will Comcast notify me if it changes this notice?”

We may also use or disclose personally identifiable information about you without your consent to protect our customers, employees, or property, in emergency situations, to enforce our rights under our terms of service and policies, in court or elsewhere, and as otherwise permitted by law.

When may Comcast disclose personal information to others in connection with phone service?

Comcast may disclose to others personally identifiable information in connection with features and services such as Caller ID, 911/E911, and directory services as follows:

- We may transmit your name and/or telephone number to be displayed on a Caller ID device unless you have elected to block such information. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business or emergency numbers, 911, 900 numbers, or toll-free 800, 888, 877, 866, or 855 numbers.
- We may provide your name, address, and telephone number to public safety authorities and their vendors for inclusion in E911 databases and records, inclusion in “reverse 911” systems, or to troubleshoot 911/E911 record errors.
- We may publish and distribute, or cause to be published and distributed, telephone directories in print, on the Internet, and on disks. Those telephone directories may include subscriber names, addresses, and telephone numbers, without restriction to their use.
- We may also make subscriber names, addresses, and telephone numbers available, or cause such subscriber information to be made available, through directory assistance operators.
- We may provide subscribers’ names, addresses, and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services.
- Once our subscribers’ names, addresses, and telephone numbers appear in telephone directories or directory assistance, they may be sorted, packaged, repackaged and made available again in different formats by anyone.

We take reasonable precautions to ensure that non-published and unlisted numbers are not included in our telephone directories or directory assistance services, but we cannot guarantee that errors will never occur.

When is Comcast required to disclose personally identifiable information and CPNI by law?

We make every reasonable effort to protect subscriber privacy as described in this notice. Nevertheless, we may be required by law to disclose personally identifiable information or individually identifiable CPNI about a subscriber. These disclosures may be made with or without the subscriber’s consent, and with or without notice, in compliance with the terms of valid legal process such as a subpoena, court order, or search warrant.

For subscribers to our cable television service, the Cable Act requires Comcast as a cable operator to disclose personally identifiable information to a third-party or governmental entity in response to a court order. If the court order is sought by a non-governmental entity, we are required to notify the subscriber of the court order. If the court order is sought by a governmental entity, the Cable Act requires that the cable subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At the proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case.

For subscribers to our high-speed Internet and phone services, the Cable Act requires Comcast to disclose personally identifiable information and individually identifiable CPNI to a private third party in response to a court order, and we are required to notify the subscriber of the court order. The Cable Act requires us to disclose personally identifiable information and individually identifiable CPNI about subscribers to high-speed Internet and phone services to a government entity in response to a subpoena, court order, or search warrant, for example. We are usually prohibited from notifying the subscriber of any disclosure of personally identifiable information to a government entity by the terms of the subpoena, court order, or search warrant.

How does Comcast protect personally identifiable information?

We follow industry-standard practices to take such actions as are necessary to prevent unauthorized access to personally identifiable information by a person other than the subscriber or us. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

How long does Comcast maintain personally identifiable information?

Comcast maintains personally identifiable information about you in our regular business records while you are a subscriber to our cable service or other services. We also maintain this information for a period of time after you are no longer a subscriber if the information is necessary for the purposes for which it was collected or to satisfy legal requirements. These purposes typically include business, legal, or tax purposes. If these purposes no longer apply, we will destroy the information according to our internal policies and procedures.

IV. Customer Access and Choice

How can I see my personally identifiable information or CPNI and correct it, if necessary?

You may examine and correct, if necessary, the personally identifiable information regarding you that is collected and maintained by Comcast in our regular business records. In most cases, the personally identifiable information contained in these records consists solely of billing and account information. We will correct our records if you make a reasonable showing that any of the personally identifiable information we have collected about you is inaccurate.

If you have Internet access, you can view and change certain information yourself as follows:

- For accounts you have established at the Comcast.com website, use the Sign In or My Account (or similar) feature at www.comcast.com;
- For high-speed Internet accounts, use the Sign In or My Account (or similar) feature at www.comcast.net;
- For digital voice accounts, use the applicable communications center or voice center, using the Sign In or My Account (or similar) feature at www.comcast.net/digitalvoicecenter.

You may also examine the records containing your personally identifiable information at your local Comcast office upon reasonable prior notice to us and during our regular business hours. If you wish to examine these records, please contact us by mail or telephone at 1-800-COMCAST, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment. You will only be permitted to examine records that contain personally identifiable information about your account and no other account.

If you make an affirmative, written request for a copy of your CPNI, we will disclose the relevant information we have to you at your account address of record, or to any person authorized by you, if we reasonably believe the request is valid. However, subscribers to our phone services should be aware that we generally do not provide them with records of any inbound or outbound calls or other records that we don't furnish in the ordinary course of business (for example, as part of a bill) or which are available only from our archives, without valid legal process such as a court order. In addition, we cannot correct any errors in customer names, addresses, or telephone numbers appearing in, or omitted from, our or our vendors' directory lists until the next available publication of those directory lists. Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers which are not owned by us or our subsidiaries.

Comcast reserves the right to charge you for the cost of retrieving and photocopying any documents that you request.

How do I give or withhold my approval for Comcast to use CPNI to market additional products and services to me?

In addition to phone and voice services, various direct and indirect subsidiaries of Comcast Corporation offer many other communications-related services, such as High-Speed Internet services. From time to time we may like to use the CPNI information we have on file to provide you with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to your specific needs. In addition, Comcast also offers various other services that are not related to the services to which you subscribe. Under the CPNI rules, some of those services, such as Comcast cable

television services, are considered to be non-communications related products and services. Therefore, you may be asked during a telephone call with one of our representatives for your oral consent to Comcast's use of your CPNI for the purpose of providing you with an offer for communications related or non-communications related products and services. If you provide your oral consent for Comcast to do so, Comcast may use your CPNI only for the duration of that telephone call in order to offer you additional services.

If you deny or restrict your approval for us to use your CPNI, you will suffer no effect, now or in the future, on how we provide any services to which you subscribe. Any denial or restriction of your approval remains valid until your services are discontinued or you affirmatively revoke or limit such approval or denial.

How do I place myself on Comcast's "do not call" and "do not mail" lists?

You may contact Comcast at 1-800-COMCAST to ask us to put your name on our internal company "do not call" and "do not mail" lists so that you do not receive marketing or promotional telephone calls or postal mail from us or made at our request. You also have the right to prohibit or limit disclosure of your personally identifiable information for "mailing list" or other purposes as described above in this notice by contacting us at 1-800-COMCAST.

Comcast's use of your account information for marketing and promotional activities is also subject to your right to limit or restrict us from making those offers as described above in "How do I give or withhold my approval for Comcast to use CPNI to market additional products and services to me?" in this notice.

If you prefer to contact Comcast in writing instead of by telephone, you may send a written request to the address listed below under "How do I contact Comcast?". Be sure to include your name and address, your Comcast account number, and a daytime telephone number where you can be reached in the event we have any questions about your request. The written request should be signed by the person who is identified in our billing records as the subscriber. If you have a joint account, a request by one party will apply to the entire account. If you have multiple accounts, your notice must separately identify each account covered by the request.

What e-mail communications will Comcast send to me and how do I manage them?

We may send a welcome e-mail and sometimes other information to new subscribers to our cable service and other services (including each new secondary account holder, where applicable). We may also send service-related announcements to our subscribers from time to time. For example, we may send you an e-mail announcement about a pricing change, a change in operating policies, a service appointment, or new features of one or more of the cable service or other services you receive from us. You may not opt-out of these service-related communications. If you fail to check your primary e-mail address for service-related announcements, you may miss important information about our services, including legal notices, for example.

We reserve the right to send you promotional or commercial e-mail as permitted by applicable law. You can manage the promotional or commercial e-mails Comcast may send to you by following the instructions contained in the e-mails or by going to the Web page located at www.comcast.com/preferences and following the directions there. We may ask for additional information on this preferences page such as your zip code, for example. By providing this additional information to us we will be able to better inform you of the availability of special offers and promotions in your area. If you no longer wish to receive these e-mails you may opt-out of receiving them by going to the same page and changing your contact preferences.

What can I do if I think my privacy rights have been violated?

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act, we encourage you to contact us directly as described below in "How do I contact Comcast?" in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act as applicable with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

Will Comcast notify me if it changes this notice?

As required by the Cable Act, we will provide you with a copy of this customer privacy notice at the time we enter into an agreement to provide any cable service or other service to you, and annually afterwards, or as otherwise permitted by law. You can view the most current version of this notice

by going to www.comcast.com, searching for “privacy policy,” and selecting the appropriate link. We may modify this notice at any time. We will notify you of any material changes through written, electronic, or other means and as otherwise permitted by law. If you find the changes to this notice unacceptable, you have the right to cancel your service. If you continue to use the service following notice of the changes, we will consider that to be your acceptance of and consent to the changes in the revised privacy notice. This includes your consent for any personally identifiable information that we may collect and use starting on the effective date of the revised notice, as well as for any personally identifiable information that we have collected prior to the effective date of the revised notice. However, we will only consider your continued use of the service to be your acceptance of and consent to changes in the revised privacy notice for changes made after December 31, 2006.

How do I contact Comcast?

If you have any questions or suggestions regarding this privacy notice, or wish to contact us about your personal information, please reach us as follows:

Phone: 1-800-COMCAST

Website: www.askcomcast.com/contactus.asp

Mail: Comcast Cable Communications, LLC
Attn: Law Department - Customer Privacy Notice
One Comcast Center
Philadelphia, PA 19103-2838

Revised and effective: March 1, 2011

COMCAST AGREEMENT FOR RESIDENTIAL SERVICES

ABOUT THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS

XFINITY Services will be provided to you (“you,” “your,” or “Customer”) on the terms and conditions set forth in this Agreement for Residential Services (the “Agreement”) and applicable law by the operating company subsidiary of Comcast Corporation that (i) owns and/or operates the cable television system in your area and/or (ii) the subsidiary that is the Comcast Digital Voice service provider (“Comcast,” “we,” “us,” or “our”). For purposes of this Agreement, “affiliate” means any entity that controls, is controlled by or is under common control with Comcast Corporation. Services may include, but are not limited to, cable television service (“Video”), XFINITY High-Speed Internet service (“HSI”), and XFINITY Digital Voice Service (“CDV”) (each a “Service” and collectively the “Services”). The Services do not include Comcast owned or controlled websites such as Comcast.com, Comcast.net, Fancast.com, or Plaxo.com. Those websites have their own terms of service and policies that are accessible directly from those sites. We may change our prices, fees, the Services and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the end of the notice period (the “Effective Date”) of the change, you will be considered to have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

Note: This Agreement contains a binding arbitration provision in Section 13 that affects your rights under this Agreement with respect to all Services. These terms and conditions are subject to applicable tariffs and service guides.

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE OF THIS AGREEMENT

You will have accepted this Agreement and be bound by its terms if you use the Services or otherwise indicate your affirmative acceptance of such terms.

2. CHARGES AND BILLINGS

- a. Charges, Fees, and Taxes You Must Pay.** You agree to pay all charges associated with the Services, including, but not limited to, installation/service call charges, monthly service charges, XFINITY Equipment (as defined below) charges, measured and per-call charges, applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on Comcast, permitted fees and cost recovery charges, or any programs in which Comcast participates, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services. **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Services.
- **For Video Customers.** Video price information is supplied with our Welcome Kit.
 - **For HSI Customers.** HSI price information is available at www.comcast.com (or an alternative site if we notify you).
 - **For CDV Customers.** CDV price information is available at www.comcast.com/CDV/termsofservice (or an alternative site if we notify you).
 - **For Minimum Term Customers.** If you have agreed to a minimum term arrangement,

your price for Service(s) is as specified in the minimum term arrangement.

- b. How We Will Bill You.** Unless you are subject to a minimum term arrangement, Services are provided to you on a month-to-month basis. **If you are receiving Service(s) at a trial or introductory rate, you may cancel your Service(s) at the end of the trial or introductory period by calling your local Comcast customer service center.** You will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees. **YOU MUST PAY, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICES, THE FIRST MONTH'S SERVICE CHARGES, XFINITY EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES.** Your first bill may include pro-rated charges from the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring services you have received. You may be billed for some Services individually after they have been provided to you; these include measured and per-call charges (as explained below) and charges for pay-per-view movies or events, interactive television, and e-commerce. If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to the outstanding charges in the amounts and proportions that we determine.
- **For CDV Customers.** If you pay a flat monthly fee for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis (e.g., operator services) or a measured basis (e.g., 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. However, 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, its affiliates, or suppliers as if your call were answered by the called party, Comcast will charge you for a completed call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the 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. See www.comcast.com/CDV/termsofservice for information on per-call charges and the timing of measured-call charges. Our paper bills for CDV contain only a summary of charges. Detailed information about your calls and charges are available for a limited period at a password-protected portion of our website. You may call 1-800-COMCAST for a paper copy of outbound toll call records related to your most recent bill. There may be an additional charge for these outbound toll call records except as otherwise required by applicable law.
- c. Third-Party Charges That Are Your Responsibility.** You acknowledge that you may incur charges with third-party service providers such as accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet or interactive options on your Video Service that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.
- d. Alternative Billing Arrangements.** Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.
- e. Payment by Credit Card or Check.** If you use a credit card to pay for the Services, use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If Comcast does not receive payment from

your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize Comcast to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by Comcast and any such notations shall have no legal effect.

f. Our Remedies if You Pay Late or Fail to Pay

1. Late or Non-Payments: You may be billed fees, charges, and assessments related to late or non-payments if for any reason (a) Comcast does not receive payment for the Services by the payment due date or (b) you pay less than the full amount due for the Services. **YOU WILL BE ASSESSED A LATE FEE OF 10% PER MONTH FOR ANY PAYMENT AMOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT. No more than three (3) monthly late fees will be imposed for any single payment amount that is past due, regardless of the period during which the payment remains past due.**

• **For Garrett and Allegany County, Maryland Customers.** You may be billed fees, charges and assessments related to late payments or non-payments if for any reason (a) Comcast does not receive from you any required payment for the Services by the payment due date or (b) you pay less than the full amount due for the Services. **YOU WILL BE ASSESSED A LATE FEE OF \$4.95 PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT. No more than three (3) monthly late fees will be imposed for any single payment amount that is past due, regardless of the period during which the payment remains past due.**

• **For Hancock, Maryland Customers.** You may be billed fees, charges and assessments related to late payments or non-payments if for any reason (a) Comcast does not receive from you any required payment for the Services by the payment due date or (b) you pay less than the full amount due for the Services. **YOU WILL BE ASSESSED A LATE FEE OF \$2.00 PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT. No more than three (3) monthly late fees will be imposed for any single payment amount that is past due, regardless of the period during which the payment remains past due.**

2. Fees Not Considered Interest or Penalties: Comcast does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Services on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

3. Collection Costs: If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

4. Suspension/Disconnect: If you fail to pay the full amount due for any or all of the Services then Comcast, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Services you receive.

g. Reconnection Fees and Related Charges. If you resume a Service after any suspension, we may require you to pay a reconnection fee. If you reinstate any or all Services after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to our credit policies, this Agreement and applicable law.

h. Our Right to Make Credit Inquiries. YOU AUTHORIZE COMCAST TO MAKE

INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. Comcast will not discriminate in the application of its credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either Comcast or its third party credit bureau will be done in conformance with the requirements of all applicable state or federal laws.

- i. Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Comcast within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.
- **For Sacramento, California Customers.** If there are any billing errors or other requests for credit, you must bring those to our attention within sixty (60) days of the time you receive the bill for which you are seeking correction, unless applicable law provides for a longer period which cannot be waived or otherwise modified. We will investigate and respond to all complaints within five (5) business days of the receipt of the complaint. In some cases, an investigation might require a search of historical records that could take up to 14 business days. If you believe a payment was made which was not credited to your account, a copy of a cancelled check or money order may be required and the disputed amount will be set aside for up to fourteen (14) days while you gather that documentation.

3. REFUNDABLE DEPOSIT

We may require you to pay a refundable deposit when you activate the Service(s), if you add XFINITY Equipment and/or Service(s) or if you fail to pay any amounts when they are due. If we disconnect your Service(s) or are otherwise required under applicable law to refund the deposit, we shall within forty-five (45) days or as otherwise specified by applicable law return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for Services or for any XFINITY Equipment that is damaged, altered, or not returned).

- **For Prince Georges, Maryland Customers.** If we disconnect your Service(s) or are otherwise required under applicable law to refund the deposit, we shall within thirty (30) days or your next billing cycle, whichever is earlier, return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for Services or for any XFINITY Equipment that is damaged, altered, or not returned).

4. CHANGES TO SERVICES

Subject to applicable law, we have the right to change our Services, XFINITY Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. If we do give you notice, it may be provided on your monthly bill, as a bill insert, e-mail, in a newspaper or other communication permitted under applicable law. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute your acceptance of the change.

5. ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT

a. Premises. You agree to allow us and our agents the right to enter your property at which the Services and/or XFINITY Equipment will be provided (the "Premises") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and/or XFINITY Equipment used to receive any of the Services. You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents

into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

b. Customer Equipment. "Customer Equipment" means software, hardware or services that you elect to use in connection with the Services or XFINITY Equipment. You agree to allow us and our agents the rights to insert cable cards and other hardware in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment and XFINITY Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities specified above. In addition, you agree to supply us or our agents, if we ask, the owner's name, address and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Customer Equipment to perform the activities specified above.

- **For California West Bay Area and San Francisco, California Customers.** If we fail to keep an appointment, we will credit your account with free installation or service call free of charge if the appointment was for an installation or service call for which a fee was to be charged or a minimum credit of \$20.
- **For Sacramento, California Customers.** If we fail to keep an appointment, we will credit your account with one month of Limited Basic up to a maximum credit equal to one month of the Standard Cable price.

6. MAINTENANCE AND OWNERSHIP OF EQUIPMENT

a. XFINITY Equipment. You agree that except for the wiring installed inside the Premises ("Inside Wiring"), or equipment purchased by you from Comcast, all XFINITY Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. "XFINITY Equipment" means all software or "downloads" to Customer Equipment or XFINITY Equipment and all new or reconditioned equipment installed, provided or leased to you by us or our agents, including, but not limited to, cabling or wiring and related electronic devices, cable modems, voice-capable modems, wireless gateway/routers, CableCARDs, and any other hardware excluding equipment purchased by you from Comcast. You agree to use XFINITY Equipment only for the Services pursuant to this Agreement. We may remove or change the XFINITY Equipment at our discretion at any time the Services are active or following the termination of your Service(s). You agree that our addition or removal of or change to the XFINITY Equipment may interrupt your Service. You may not sell, lease, abandon, or give away the XFINITY Equipment, or permit any other provider of video, high speed data or telephone services to use the XFINITY Equipment. The XFINITY Equipment may only be used in the Premises. At your request, we may relocate the XFINITY Equipment in the Premises for an additional charge, at a time agreeable to you and us. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE XFINITY EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than Comcast or its agents to service the XFINITY Equipment. We suggest that the XFINITY Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the XFINITY Equipment to us in an undamaged condition.

b. Customer Equipment

1. Responsibility: Comcast has no responsibility for the operation or support, maintenance, or repair of any Customer Equipment including, but not limited to, Customer Equipment to which Comcast or a third party has sent software or "downloads."

- **For Video, HSI, and CDV Customers.** You agree by using the Services, you

are enabling and authorizing Comcast, its authorized agents and equipment manufacturers to send code updates to the XFINITY Equipment and Customer Equipment, including, but not limited to, cable modems, digital interactive televisions with CableCARDS, and voice-capable modems at any time it is determined necessary to do so as part of the Services. Such code updates may change, add or remove features or functionality of any such equipment or the Services.

- **For HSI and CDV Customers.** You can find Comcast's current minimum technical and other requirements for HSI customers at <http://www.comcast.com/Support/Corp1/FAQ/FaqDetail2205.html> and for CDV customers at www.comcast.com/cdv/faqs. These requirements may be located at an alternative site if we so notify you. To use CDV, you will need a voice-capable modem that meets our specifications. In some areas, we may permit you to use CDV with a voice-capable modem that you have purchased. Depending on availability in your area, you may have an option to install the voice-capable modem yourself or to have Comcast install it for you. You agree to keep the voice-capable modem plugged into a working electrical power outlet at all times. Whether a cable modem, gateway/router, voice-capable modem or other device is owned by you or us, we have the unrestricted right, but not the obligation, to upgrade or change the firmware in these devices remotely or on the Premises at any time that we determine it necessary or desirable in order to provide Services to you in accordance with our specifications and requirements.
- **For CDV Customers.** You acknowledge and understand CDV may not support or be compatible with non-recommended configurations including, but not limited to, voice-capable modems not currently certified by Comcast as compatible with CDV; Customer Equipment, including, but not limited to, non-voice communications equipment, including certain makes or models of alarm and security systems or devices, certain medical monitoring devices, personal emergency alert, and home detention devices, certain fax machines, and certain "dial-up" modems; rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units. In order to use CDV, you are required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and an electrical power outlet. CERTAIN MAKES AND MODELS OF CORDLESS PHONES USE THE ELECTRICAL POWER IN YOUR HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF CDV VIA THE CORDLESS PHONE. DO NOT ATTEMPT TO CONNECT CDV TO INSIDE PHONE WIRING YOURSELF. In order to use online features of CDV, where we make those features available, you are required to provide certain hardware, such as a personal computer, software, an Internet browser, and access to the Internet.

2. Non-Recommended Configurations: Customer Equipment that does not meet Comcast's minimum technical or other specifications constitutes a "Non-Recommended Configuration." NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR XFINITY EQUIPMENT. NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. Comcast reserves the right to deny you customer support for the Services and/or terminate Service(s) if you use a Non-Recommended Configuration.

3. No Unauthorized Devices or Tampering: You agree not to attach or assist any person to attach, any unauthorized device to our cable network, XFINITY Equipment or the Services. If you make or assist any person to make any unauthorized connection or modification to XFINITY Equipment or the Services or any other part of our cable

network, we may terminate your Service and recover such damages as may result from your actions.

You also agree that you will not attach anything to the Inside Wiring, XFINITY Equipment, or Customer Equipment, whether installed by you or us, which singly or together impairs the integrity of our cable network or degrades our cable network's signal quality or strength or creates signal leakage.

You also agree that we may recover damages from you for tampering with any XFINITY Equipment or any other part of our cable network or for receiving unauthorized Service(s). You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the tampering with XFINITY Equipment or our cable network. You therefore agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Services in addition to our cost to replace any altered, damaged, or unreturned XFINITY Equipment or other equipment owned by Comcast, including any incidental costs. The unauthorized reception of the Services may also result in criminal fines and/or imprisonment.

- **For CDV Customers.** You will be liable for all authorized and unauthorized CDV use at the Premises. You agree to notify us immediately in writing or by calling 1-800-COMCAST during normal business hours if your voice-capable modem has been stolen or your Services are being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft of your voice-capable modem or unauthorized CDV use. If you fail to notify us in a timely manner, your Services may be terminated without notice and you may incur additional charges.

c. Inside Wiring. You may install Inside Wiring, such as additional cable wiring and outlets, provided it does not interfere with the normal operations of our cable network. If you have us install Inside Wiring, we will charge you for that service. Regardless of who installed it, we consider the Inside Wiring your property or the property of whomever owns the Premises. Accordingly, you are responsible for the repair and maintenance of the Inside Wiring, unless you and Comcast have agreed otherwise in writing. (If you do not own the Premises, contact your landlord or building manager about the repair or maintenance of Inside Wiring.) If you have us repair or maintain the Inside Wiring, we will charge you for that service.

- **For Sacramento, California Customers.** Comcast will be responsible to repair any defects of the Inside Wiring installed by Comcast for thirty (30) days after new residential cable installations.
- **For CDV Customers.** Except as described below, you may use CDV with your telephone Inside Wiring, as long as we have reasonable access to it and you have the right to give us access to it. If you wish to have your voice-capable modem connected to your telephone Inside Wiring, you are advised to have a Comcast technician perform the installation. To make that connection, we must first disconnect your telephone Inside Wiring from the network of your existing telephone provider, which may disable any services you receive from them. If you install CDV yourself (where self-installation is an option), you should connect the voice-capable modem to a cordless phone, not directly to your telephone Inside Wiring. If the voice-capable modem is connected to your telephone Inside Wiring without first disconnecting the wiring from any existing telephone provider's network, the voice-capable modem may be damaged and/or CDV may not operate properly.

7. USE OF SERVICES

You agree that the Services and the XFINITY Equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You will not use the XFINITY Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Services in whole or in part. You will not use or permit another to use the XFINITY Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including,

but not limited to, in violation of any posted Comcast policy applicable to the Services. Use of the XFINITY Equipment or Services for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited.

You acknowledge that you are accepting this Agreement on behalf of all persons who use the XFINITY Equipment and/or Services at the Premises and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Comcast policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Services. You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) arising out of the use of the Services, the XFINITY Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable Comcast policies by you or any other user of the Services at the Premises.

- **For HSI Customers.** The Comcast Acceptable Use Policy ("AUP") and other policies concerning HSI are posted on the Service's website at <http://www.comcast.com/Corporate/Customers/Policies/Policies.html> (or an alternative website if we so notify you). You further agree that Comcast may modify the AUP or other policies from time to time. Notwithstanding anything to the contrary in this Agreement, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE COMCAST POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITH OR WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY AS SET FORTH ABOVE. YOU AND OTHER USERS OF THE SERVICE SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.
- **For CDV Customers.** The Comcast Acceptable Use Policy for Residential Voice Services ("Voice AUP") is posted at <http://www.comcast.com/Corporate/Customers/Policies/Policies.html> (or an alternative website if we so notify you). COMCAST RESERVES THE RIGHT TO LIMIT OR BLOCK ANY CDV USAGE AS COMCAST DEEMS NECESSARY TO PREVENT HARM TO ITS NETWORK, FRAUD, OR OTHER ABUSE OF CDV SERVICES. You agree the voice-capable modem and CDV will only be used at the Premises, except that certain online features may be accessible from locations other than the Premises. You understand and acknowledge that if you improperly install the XFINITY Equipment or CDV at another location in the Premises, then CDV, including, but not limited to, 911/E911, may fail to function or may function improperly. If you move the voice-capable modem or CDV to another location without notifying us, you do so in violation of this Agreement and at your own risk. You agree not to use CDV for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that your use of CDV is in violation of this Agreement, we reserve the right (1) to terminate or modify immediately and without notice or (2) to assess additional charges for each month in which such violation occurred.

8. ASSIGNABILITY

This Agreement and the Services furnished hereunder may not be assigned by you. You agree to notify us immediately of any changes of ownership or occupancy of the Premises. We may freely assign our rights and obligations under this Agreement with or without notice to you.

9. TERMINATION OF THIS AGREEMENT

- a. Term.** This Agreement will be in effect from the time that the Services are activated until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement. If you self-install XFINITY Equipment, Service charges begin the earliest of (1) the day on which you picked up XFINITY Equipment at our service center, (2) the day you install the Service, or (3) five (5) days after the date we ship the XFINITY Equipment to you. If you self-install a voice-capable modem, cable modem, or converter you obtained from a source other than Comcast, charges begin the day your

order for the Services is entered into our billing system. The option to self-install a voice-capable modem, cable modem, or converter and/or to use a non-Comcast-supplied voice-capable modem, cable modem or converter is subject to availability.

- b. Termination by You.** Unless you have signed a minimum term addendum, you may terminate this Agreement for any reason at any time by notifying Comcast in one of three ways: (1) send a written notice to the postal address of your local Comcast business office; (2) send an electronic notice to the e-mail address specified on www.comcast.com; or (3) call our customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Services will accrue until this Agreement has terminated, the Services have been disconnected, and all XFINITY Equipment has been returned. We will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due Comcast for the Services, affiliate services, XFINITY Equipment, or other applicable fees and charges).
- **For Prince Georges County, Maryland Customers.** All applicable fees and charges will accrue until the termination of this Agreement or the date you request the Services to be disconnected, whichever is earlier.
- c. Suspension and Termination by Comcast.** Under the conditions listed below, Comcast reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to any authorized users (e.g., email or voicemail). Comcast may take these actions if it: (1) determines that your use of the Service does not conform with the requirements set forth in this Agreement, (2) determines that your use of the Service interferes with Comcast's ability to provide the Services to you or others, (3) reasonably believes that your use of the Service may violate any laws, regulations, or written and electronic instructions for use, or (4) reasonably believes that your use of the Service interferes with or endangers the health and/or safety of our personnel or third parties. Comcast's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Services or information transmitted by or to you or users.
- d. Your Obligations Upon Termination.** You agree that upon termination of this Agreement you will do the following:
1. You will immediately cease all use of the Services and all XFINITY Equipment;
 2. Except as provided in Section 9(b) for Prince Georges County Customers, you will pay in full for your use of the Services up to the date that this Agreement has been terminated and the Services are disconnected; and
 3. Within ten (10) days of the date on which Services are disconnected, you will return all XFINITY Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted. Otherwise, you will be charged the amount set forth in the current pricing lists for such XFINITY Equipment, or the revised amount for which you receive notice; if no amount has been specified for the particular model of XFINITY Equipment, you will be charged the retail price for a new replacement. You may also be charged incidental costs that we incur in replacing the XFINITY Equipment. Upon our request during regular business hours at a time agreed upon by you and us, you will permit us and our employees, agents, contractors, and representatives to access the Premises during regular business hours to remove all XFINITY Equipment and other material provided by Comcast.
- **For Prince Georges County, Maryland Customers.** Within five (5) business days of the date on which Services are disconnected, you will return all XFINITY Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted or make arrangements for Comcast to recover the XFINITY Equipment. Otherwise, you will be charged the amount set forth in the current pricing lists for such XFINITY Equipment, or the revised amount for which you receive notice; if no amount has been specified for the particular model of XFINITY Equipment, you will be charged the retail price for a new replacement. You may also be charged incidental costs that we incur in replacing the XFINITY Equipment. Upon our request,

you will permit us and our employees, agents, contractors, and representatives to access the Premises during regular business hours to remove the XFINITY Equipment and other material provided by Comcast. We will conduct this removal at a time agreed on by you and us, and you will ensure that all XFINITY Equipment is returned to Comcast.

- **For Montgomery County, Maryland HSI Customers.** If you are mobility impaired, upon your request, we will arrange for the pickup or exchange of your cable modem at the Premises.

10. LIMITED WARRANTY

THE XFINITY EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE XFINITY EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

11. LIMITATION OF COMCAST'S LIABILITY

- a. Application.** The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of Comcast and its underlying third-party service providers, agents, suppliers, distributors, licensors and business partners (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or under any other legal doctrine.
- b. Customer Equipment.** CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, UPDATING, REPAIR, AND REMOVAL OF XFINITY EQUIPMENT, CUSTOMER EQUIPMENT AND/OR THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY COMCAST, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.
 - **For HSI and Video Customers.** YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF HSI OR VIDEO SERVICES. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH HSI OR VIDEO SERVICES MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.
- c. Other Services or Equipment.** BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST COMCAST FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY

BETWEEN THE XFINITY EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 9.

d. Software. When you use certain features of the Services, such as online features (where available), you may require special software, applications, and/or access to the Internet. Comcast makes no representation or warranty that any software or application installed on Customer Equipment, downloaded to Customer Equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Services if a virus or other harmful feature or software is found to be present on your Customer Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Customer Equipment. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

In addition, as part of the installation process for the software and other components of the Service, system files on your Customer Equipment may be modified. Comcast does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. Comcast does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including, but not limited to, your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

e. Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any cable signal at the transmitter; failure of a communications satellite; loss of use of poles, or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services. In all other cases of an interruption of the Services, you shall be entitled upon a request made within sixty (60) days of such interruption, to a pro rata credit for any Service interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such

other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service interruption and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE.** Any credits provided by Comcast are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Comcast.

- **For Connecticut Video Customers.** In the event of an interruption of Video of more than twenty four (24) consecutive hours and of which Comcast has received actual notice, a credit will be issued to your Video monthly service charges for the length of time Video was interrupted.
- **For New York Video Customers.** In the event of an interruption of Video for at least four (4) hours between 6:00 p.m. and 12:00 a.m., except for emergency notice events, a credit equal to one day will be issued to your Video monthly service charges. If your Video is interrupted for less than four (4) hours or outside of the hours of 6:00 p.m. and 12:00 a.m., please call 1-800-COMCAST to request a credit.
- **For Vermont Video Customers.** In the event of an interruption of Video for more than twenty-four (24) consecutive hours and of which Comcast has received actual notice, Comcast will issue a credit to your Video monthly service charges for the total period of the interruption in an amount proportionate to your regular monthly service charge. If Comcast has not been made aware of the interruption, you must call 1-800-COMCAST to request a credit.
- **For Montgomery County, Maryland**
 - **Video Customers.** Under its franchise with Montgomery County, Maryland, Comcast has the following rebate policy: In the event of a Service Interruption of Video (loss of picture or sound of one or more channels to any customer) Comcast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Comcast offers you the next available repair appointment within the 24-hour period following the Service Interruption, or at your request, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, you will receive a credit of 10% of your normal monthly bill for Video for each 24-hour period, or segment thereof, that the Service Interruption continues beyond the scheduled repair call. You may contact Comcast at (301) 424-4400.
 - **HSI Customers.** Under its franchise with Montgomery County, Maryland, Comcast has the following rebate policy: In the event of a Service Interruption of High-Speed Internet (loss of cable modem service) Comcast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Comcast offers you the next available repair appointment within the 24-hour period following the Service Interruption, or at your request, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, you will receive a prorated credit for each 24-hour period, or segment thereof, that the Service Interruption continues beyond the scheduled repair call. You may contact Comcast at (301) 424-4400.
- **For Prince Georges County, Maryland Customers.** In the event of a Service Interruption of Video (loss of picture or sound of one or more channel to any customer) lasting between two (2) and six (6) hours, you shall be entitled upon request, to a pro-rata credit for such Service interruption. In the event of a Service Interruption lasting between six (6) and twenty-four (24) consecutive hours, you shall be entitled to a pro-rata credit equal to one day of your monthly Service charge.
- **For New Jersey Customers.** Comcast will issue credit for cable television outages or service interruptions in accordance with N.J.A.C. 14:18-3.5.

- **For CDV Customers.** You understand and acknowledge that you will not be able to use CDV under certain circumstances, including, but not limited to, the following: (1) if our network or facilities are not operating or (2) if normal electrical power to the voice-capable modem is interrupted and the voice-capable modem does not have a functioning battery backup. You also understand and acknowledge that the performance of a battery backup is not guaranteed. If the battery backup does not provide power, CDV will not function until normal power is restored. You also understand and acknowledge that Comcast does not support priority restoration of CDV. You also understand and acknowledge that you will not be able to use online features of CDV (where available), under certain circumstances including, but not limited to, the interruption of your Internet connection.

f. Directory Listings. IF WE MAKE AVAILABLE AN OPTION TO LIST YOUR NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY (WHETHER IN PRINT OR ONLINE) OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (1) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (2) YOU REQUEST THAT YOUR 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 (3) THE PUBLISHED OR LISTED INFORMATION FOR YOUR ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. YOU SHALL HOLD HARMLESS COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE.

g. Third Parties. Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Services, including without limitation, their services, equipment, infrastructure, or content. Comcast is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components of the Services. Comcast shall not be bound by any undertaking, representation or warranty made by an agent, or employee of Comcast or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). Comcast is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components of the Service), and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Services.

h. Damages. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TORT OR CONTRACT) HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS: (1) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES,

PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE XFINITY EQUIPMENT OR THE SERVICES OR (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICE, THE XFINITY EQUIPMENT, OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, VOICEMAIL, OR OTHER INFORMATION OR DATA); OR

(2) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE XFINITY EQUIPMENT OR THE SERVICES BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

- i. **Customer's Sole Remedies.** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast and its employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.
- j. **Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

12. INDEMNIFICATION AND LIABILITY OF CUSTOMER

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE OR XFINITY EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM; AND (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

13. BINDING ARBITRATION

- a. **Purpose.** If you have a Dispute (as defined below) with Comcast that cannot be resolved through an informal dispute resolution with Comcast, you or Comcast may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.
- b. **Definitions.** The term "Dispute" means any dispute, claim, or controversy between you and Comcast regarding any aspect of your relationship with Comcast, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or

any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Comcast" means Comcast and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

- c. Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMCAST IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY VISITING WWW.COMCAST.COM/ARBITRATIONOPTOUT, OR BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE YOUR NAME, ADDRESS AND COMCAST ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICES TO YOU BY COMCAST. IF YOU HAVE PREVIOUSLY NOTIFIED COMCAST OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.
- d. Initiation of Arbitration Proceeding/Selection of Arbitrator.** If you or Comcast elect to resolve your Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, www.adr.org under the Commercial Arbitration Rules of the American Arbitration Association "AAA."
- e. Arbitration Procedures.** Because the Service(s) provided to you by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from Comcast may apply to and govern the substance of any Disputes. No state statute pertaining to arbitration shall be applicable under this Arbitration Provision.
- If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.
- A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.
- The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.
- If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.
- f. Restrictions:**
1. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING

DISPUTES, ABOUT WHICH YOU MUST CONTACT COMCAST WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 2 OF THIS AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

g. Location of Arbitration. The arbitration will take place at a location convenient to you in the area where you receive the service from us.

h. Payment of Arbitration Fees and Costs. COMCAST WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, YOU SHALL REIMBURSE COMCAST FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

i. Severability. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

j. Exclusions from Arbitration. YOU AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

k. Continuation. This Arbitration Provision shall survive the termination of your Service(s) with Comcast.

- **For New York Video Customers.** You may elect to resolve a Dispute through the New York Public Service Commission in accordance with NYCRR 16§890.709(a) and NYCRR 16§709(c).

14. CUSTOMER PRIVACY NOTICE AND SECURITY

a. Comcast will provide you with a copy of our customer privacy notice at the time we enter

into an agreement to provide any Service to you, and annually afterwards, or as otherwise permitted by law. You can view the most current version of our privacy notice by going to www.comcast.com/customerprivacy.

- b. To the extent Comcast is expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is Comcast's information security policy to provide such notice to you in the manner set forth in Section 16.

15. GENERAL

- a. **Entire Agreement.** This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and Comcast with respect to the subject matter of this Agreement, and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Comcast does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and Comcast nor trade practice shall act to modify any provision of this Agreement.
- b. **Additional Representations and Warranties.** In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:
 - i. **Age:** You are at least 18 years of age.
 - ii. **Customer Information:** During the term of this Agreement, you have provided and will provide to Comcast information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used, and payment data (including without limitation information provided when authorizing recurring payments). You agree to notify us promptly, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information is a breach of this Agreement.
- c. **Information Provided to Third Parties.** Comcast is not responsible for any information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Services. You assume all privacy, security, and other risks associated with providing any information, including CPNI or personally identifiable information, to third parties via the Services. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.
- d. **Revocable License.** The Services and XFINITY Equipment, including, but not limited to, any firmware or software embedded in the XFINITY Equipment or used to provide the Services, are protected by trademark, copyright, patent and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the XFINITY Equipment or used to provide the Services. You expressly agree that you will use the XFINITY Equipment exclusively in connection with the Services. You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.
- e. **Protection of Comcast's Information and Marks.** All Service information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Comcast and its affiliates are and shall remain the exclusive property of Comcast. Nothing in this Agreement shall grant you the right or license to use any of the marks.

- f. Export Laws.** You expressly agree to comply with all applicable export and re-export laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of such laws or their implementing regulations.
- g. Retention of Rights.** Nothing contained in this Agreement shall be construed to limit Comcast's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Comcast and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on Comcast's or its suppliers' servers or systems. In addition, you may forfeit your account user name and all e-mail, IP and Web space addresses, and voice mail. In the event you cancel CDV without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

16. NOTICE METHOD FOR CHANGES TO THIS AGREEMENT

We will provide you notice of changes to this Agreement consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by e-mail, or by other permitted communication. If you find the change unacceptable, you have the right to cancel your Services. However, if you continue to receive Services after the change, we will consider this your acceptance of the change.

- **For HSI and CDV Customers.** Comcast may deliver any required or desired notice to you in any of the following ways, as determined in our sole discretion: (1) by posting it on www.comcast.net, www.comcast.com or another website about which you have been notified, (2) by sending notice via first class U.S. postal mail or overnight mail to your Premises; (3) by sending notice to the e-mail address on Comcast's account records, or (4) by hand delivery. You agree that any one of the foregoing will constitute sufficient notice and you waive any claims that these forms of notice are insufficient or ineffective. Because we may from time to time notify you about important information regarding the Services and this Agreement by these methods, you agree to regularly check your postal mail, e-mail and all postings at www.comcast.net, www.comcast.com or on another website about which you have been notified or you bear the risk of failing to do so.

17. IMPORTANT INFORMATION

If you are unable to get a problem resolved to your satisfaction at your local Comcast office, you may write to the Comcast Corporate Offices at 1701 John F. Kennedy Blvd., Philadelphia, PA 19103-2838 with concerns and complaints.

- **Massachusetts Customers:** In addition if you are unsatisfied with our handling of your complaint, you may contact your local franchise authority: the Consumer Division of the Department of Telecommunications and Cable (DTC) toll free at 1-800-392-6066 or you may write to them at Two South Station, Boston, MA 02110.
- **Connecticut Customers:** If you experience a problem with your service, please contact us first and give us an opportunity to resolve your problem. If the matter is not resolved to your satisfaction please contact the Connecticut Department of Utility Control at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut) or TDD 1-860-827-2837.
- **New York Customers:** If you experience a problem with your service, please contact us first and give us an opportunity to resolve your problem. If your concerns have not been resolved contact your local government, or call the **New York State Public Service Commission (PSC) at 1-800-342-3377**, or write to: **Customer Service Representative, New York State Public Service Commission, Office of Customer Services**, Three Empire State Plaza, Albany, New York 12223-1350.
- **New Hampshire and Maine Customers:** The Office of the Attorney General Consumer Protection and Antitrust Bureau has the authority to enforce Consumer Protection Laws and provide assistance in the mediation of consumer complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair or deceptive practices of the cable company to:

Maine – Office of the Attorney General, Department of Consumer Fraud and Antitrust, State House Station #6, Augusta, ME 04333

New Hampshire – Office of the Attorney General, Department of Consumer Fraud and Antitrust, 25 Capital Street, Concord, NH 03301

- **Vermont Customers:** The Vermont Department of Public Service can provide assistance in the resolution of consumer complaints. Customers should file complaints with the Customer Hotline at 1-800-622-4496.

ADDITIONAL PROVISIONS APPLICABLE TO HIGH-SPEED INTERNET SERVICE

In addition to the provisions above that are applicable to XFINITY Video, HSI and CDV, the following are specifically applicable to HSI Customers, including the Software License Agreement referenced in this Agreement.

1. INTELLECTUAL PROPERTY RIGHTS

- a. End User Licenses.** You agree to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with HSI including, without limitation, the Comcast Software License Agreement, www.comcast.com/termservice/agreement.html, as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate; you agree to destroy at that time all versions and copies of all software received by you in connection with HSI.
- b. Ownership of Addresses.** You acknowledge that use of HSI does not give you any ownership or other rights in any Internet/on-line addresses provided to you, including, but not limited to, Internet Protocol (“IP”) addresses, e-mail addresses, and Web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes. Upon termination of an HSI account, we reserve the right permanently to delete or remove any or all addresses associated with the account.
- c. Authorization.** Comcast does not claim any ownership of any material that you publish, transmit or distribute using HSI. By using HSI to publish, transmit, or distribute material or content, you (1) warrant that the material or content complies with the provisions of this Agreement, (2) consent to and authorize Comcast, its agents, suppliers, and affiliates to reproduce, publish, distribute, and display the content worldwide and (3) warrant that you have the right to provide this authorization. You acknowledge that material posted or transmitted using HSI may be copied, republished or distributed by third parties, and you agree to indemnify, defend, and hold harmless Comcast, its agents, suppliers, and affiliates for any harm resulting from these actions.
- d. Copyright.** Title and intellectual property rights to HSI are owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. You may not copy, redistribute, resell, or publish any part of HSI without any required express prior written consent from Comcast or other owner of such material.
- e. Material Downloaded Through HSI.** In addition to any content that may be provided by us, you may access material through HSI that is not owned by Comcast. Specific terms and conditions may apply to your use of any content or material made available through HSI that is not owned by Comcast. You should read those terms and conditions to learn how they apply to you and your use of any non-Comcast content.

2. ADDITIONAL LIMITATIONS ON COMCAST’S LIABILITY FOR HSI

- a. Responsibility for Content.** You acknowledge that there is some content and material on the Internet or otherwise available through HSI that may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations, or may violate your protected rights or those of others. We assume no responsibility for this content or material. Anyone who accesses such content and material does so at his or her

own risk. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet. We make no representation or warranty regarding the effectiveness of such programs.

- b. Eavesdropping.** The public Internet is used by numerous persons or entities including, without limitation, other subscribers to HSI. As is the case with all shared networks like the public Internet, there is a risk that you could be subject to “eavesdropping.” This means that other persons or entities may be able to access and/or monitor your use of HSI. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warranty regarding the effectiveness of these programs.
- c. FTP/HTTP Service Setup.** You acknowledge that when using HSI there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) that may be used by other persons or entities to gain access to Customer’s Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF, OR OTHERWISE RELATING TO THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO THE CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS.
- d. Facilities Allocation.** Comcast reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support HSI, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with HSI.
- i. The Comcast High-Speed Internet Home Networking Amendment to the Agreement is available at www.comcast.com/termsofservice/homenetworking.html.
 - ii. The Terms and Conditions of Sale for Products for High-Speed Customers is available at www.comcast.com/termsofservice/termHSI.html.

ADDITIONAL PROVISIONS APPLICABLE TO CDV SERVICE

In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to CDV Customers.

- 1. SPECIAL NOTICE FOR COMCAST DIGITAL VOICE SUBSCRIBERS: LIMITATIONS OF CDV SERVICE**
- a. Limitations.** CDV includes 911/Enhanced 911 functionality (“911/E911”) that may differ from the 911/E911 functionality furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS ABOUT 911/E911, CALL 1-800-COMCAST.
- i. Correct Address:** In order for your 911/E911 calls to be properly directed to emergency services, Comcast must have your correct Premises address. If you move CDV to a different address without Comcast’s approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or CDV (including 911/E911) may fail altogether. Therefore, you must call 1-800-COMCAST

before you move CDV to a new address. Comcast will need several business days to update your Premises address in the E911 system so that your 911/E911 calls can be properly directed. All changes in service address require Comcast's prior approval.

ii. Service Interruptions: CDV Service uses the electrical power in your home. If there is an electrical power outage, 911 calling may be interrupted if a battery backup in the associated voice-capable modem is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

iii. Suspension and Termination by Comcast: You understand and acknowledge that all CDV Service, including 911/E911, as well as all online features of CDV, where we make these features available, will be disabled if your account is suspended or terminated.

iv. Telephone Number Assignments: The telephone numbers utilized for CDV Service are assigned in accordance with applicable federal and state numbering rules. Therefore, CDV cannot accommodate the assignment of a telephone number outside of the telephone rate center to which that number is appropriately assigned.

b. Limitation of Liability and Indemnification. YOU ACKNOWLEDGE AND AGREE THAT COMCAST WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

2. ADDITIONAL CDV-SPECIFIC PROVISIONS REGARDING CUSTOMER EQUIPMENT

a. Incompatible Equipment and Services. You acknowledge and understand that CDV may not support or be compatible with:

- i. Non-Recommended Configurations as defined in Section 6(b) (including, but not limited to, voice-capable modems not currently certified by Comcast as compatible with the Services);
- ii. Certain non-voice communications equipment, including certain makes or models of alarm and home security systems, certain medical monitoring devices, personal emergency alert, and home detention devices, certain fax machines, and certain "dial-up" modems;
- iii. Rotary-dial phone handsets, and certain makes and models of other voice-related communications equipment including key systems, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- iv. Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- v. 311, 511, or other N11 calling (other than 411, 611, 711, and 911); and
- vi. Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling); and
- vii. Certain service codes such as automatic callback and automatic recall (e.g., *66, *69) due to compatibility limitations with other carrier signal functions.

3. VOICE-CAPABLE MODEM BACKUP BATTERY

If the voice-capable modem is equipped with a backup battery, such backup battery is used to provide service during a power outage. The length of time that CDV will be available during a power outage will depend on the following: (i) the backup battery remains properly installed in the voice-capable modem; (ii) the condition and age of the backup battery; and (iii) the amount of CDV usage when the voice-capable modem is utilizing power from the backup battery. You understand and acknowledge that: (i) the performance of the backup battery is not guaranteed; and (ii) you will not be able to use CDV if electrical power to the voice-capable modem is interrupted and the voice-capable modem does not have a functioning backup

battery. If you are leasing a voice-capable modem from Comcast, call 1-800-COMCAST if you believe the backup battery is not working properly or a replacement backup battery is needed. The voice-capable modem backup battery does not power cordless phones or other equipment connected to the telephone line that require electricity from your Premises, such as telecommunications devices used to assist customers with disabilities.

4. TRANSFER OF YOUR PHONE NUMBER(S)

For information about switching to another provider from CDV and the assignment of telephone numbers related to CDV Service please call 1-800-COMCAST.

5. CUSTOMER INFORMATION

Comcast and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other information that is stored on Comcast's or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

6. INTEGRATED SERVICES

Use of CDV's integrated services provided through online portals such as applicable communications center or voice center are governed by the GENERAL TERMS AND CONDITIONS of this Agreement.

7. ADDITIONAL TERMS OF SERVICE

To view additional terms of service applicable to CDV in Maine, please go to <http://www.comcast.com/tariffs>.

IMPORTANT INFORMATION FOR VIDEO CUSTOMERS

CUSTOMER COMPLAINT PROCEDURES

If you have a complaint regarding your cable television service or your bill, please call the local customer service number listed on the How To Reach Us insert or our toll-free telephone number which is available 24 hours a day, 7 days a week. You can also visit the local business office at the address listed on the How To Reach Us insert. Alternatively, if you wish to put your comments in writing, your letter should be addressed to Comcast at the local address listed on the How To Reach Us insert. We will promptly try to resolve your complaint. If we are unable to resolve your complaint, we will notify you that we are unable to do so and explain the reason why. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact the local franchising authority to discuss your complaint. Please refer to your monthly cable bill or call the local customer service number listed on the How To Reach Us insert for the name and address of your local franchising authority.

For customers using closed captioning, Comcast maintains a Closed Captioning Office to handle written complaints. If you have a complaint regarding closed captioning please write the Comcast Closed Captioning Office at the address listed on your monthly bill.

SERVICE PROBLEMS

If you experience a problem with picture or signal quality, you should review your television and/or VCR owner's manual for proper adjustment. If the problem does not clear up, you should call the local customer service number listed on the How To Reach Us insert and describe the problem to a customer service representative.

In order to correct the problem, we may need access to your premises. If required, a service call will be scheduled at a time convenient to you. We will make all reasonable efforts to resolve any complaints you have concerning the quality of our signals promptly and efficiently. Excluding conditions beyond our control, we will respond to a service interruption no later than 24 hours after receipt of notification. We respond to other service problems no later than the next business day after notification. If our service technician is unable to correct the problem to your satisfaction we will, at your request, schedule a second service appointment. If we remain unable to correct the problem you will be notified of this fact and the reason why. If you are dissatisfied with our resolution of your service problem, you may contact the local franchising authority to discuss the problem with your service. Please refer to your monthly cable bill or call the local customer service number listed on the How To Reach Us insert for the name and address of your local franchising authority.

MOVING

Before you move, please call the local customer service number listed on the How To Reach Us insert. This is the best way for us to arrange for your service to be disconnected and to schedule an installation at your new home if your new home is in our service area.

EQUIPMENT

In the event your service is terminated, the converter, remote control and any other equipment provided by us should be returned to our local business office. You will continue to be billed for the equipment until it is returned. If you have lost or are otherwise unable to return the equipment you will be billed for the equipment.

IDENTIFICATION

Our employees and designated contractors are required to carry a photo-identification card while working. Feel free to ask for identification from anyone who claims to be our employee or representative.

PREVIEWS

During the course of the year, we may offer a "Free Preview" of a premium channel. If you find any of the programming objectionable, you may call us, and we will block out the Free Preview channel.

EQUIPMENT COMPATIBILITY

TELEVISIONS AND VCR COMPATIBILITY

Many newer television sets and videocassette recorders ("VCRs") are labeled "cable ready."

Typically, a cable-ready television or VCR is one which, when connected directly to cable service, can receive all unscrambled, non-premium channels (premium channels include such channels as HBO and Showtime). Older televisions and VCRs are more likely to be non-cable ready, which means they generally receive only some numbered channels (usually channels 2-13). Even if you have an older television or VCR that was advertised as being "cable ready" or "cable compatible," the equipment may not perform as you expected when connected directly to our cable system. This is because there previously were no standards applicable to television set manufacturers governing the reception of cable channels. According to new federal regulations, televisions and VCRs sold in the United States as of July 1997 cannot be called "cable ready" or "cable compatible" unless they comply with the new technical requirements adopted by the FCC, including the ability to properly tune cable channels. Existing equipment may meet some but not all of these standards, and connecting our cable service directly to such equipment may cause signal degradation or interference. If you are not sure whether your television or VCR is "cable ready", you should review the equipment manual and instructions, or contact the manufacturer. If your equipment is not fully cable ready, you can still receive all standard cable channels offering non-scrambled or non-encrypted programming by renting or purchasing a single set-top converter without descrambling or decryption capabilities. For a low monthly fee, we rent set-top converters to our customers that will be compatible with the services you purchase from us. You may also purchase set-top converters at electronic stores or other retail outlets in your area.

COMPATIBILITY OF SET-TOP CONVERTERS AND CABLECARDS

Many subscribers currently rent or own set-top converters to receive our cable services. Because a set-top converter functions as the channel tuner on your television or VCR, it may prevent you from using some of the special features and functions of your television or VCR. For example, you may not be able to view one program while recording another, record two or more consecutive programs that appear on different channels, use advanced picture generation and display features such as "picture in picture," channel review or use other features that necessitate channel selection by the television set or VCR. Some of these problems may be resolved by the use of A/B switches, signal splitters, and/or other supplemental equipment that can be purchased from Comcast or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

In order to enable you to utilize special features, which your television and VCR may have, we will make available, upon your request, equipment which will allow for simultaneous reception of two or more scrambled or encrypted signals and for tuning to alternative channels on a pre-programmed schedule. This equipment could include for example, set-top converters and multiple descrambler/decoders and/or timers (or if such devices are not available, multiple set-top devices will be provided), and signal bypass switches.

If you plan to purchase cable services that we scramble or encrypt, such as premium, pay-per-view or digital services, you should make sure that any set-top converter, or navigation device or digital-cable-ready television (which can receive digital cable services using a device that we must provide called a CableCARD in place of a converter) that you purchase from a retail outlet is compatible with our system. Due to device limitations, digital cable-ready retail devices using CableCARD technology only receive what is known as "one-way" cable services. Such devices cannot receive "two-way" cable services, such as Comcast's electronic program guide, video-on-demand, or switched digital video services. Customers with a TiVo digital cable-ready DVR can access switched digital video services by obtaining a "tuning adapter" device from Comcast. Customers with the TiVo DVR or other digital cable-ready devices will need a digital set-top box from Comcast to access switched digital video and other two-way cable services. Two-way digital cable-ready devices are not yet commercially available, but are expected to be available in the near future. Upon your request, we will provide you with the necessary technical parameters necessary for any set-top converter rented or acquired from retail outlets to operate with our cable system. If you see advertisements for set-top converters that have descramblers in them, you should understand that these devices may be illegal to use. Because of the need to protect our scrambled services, we will not authorize the use of any converter/descrambler that does not conform to all

required signal security specifications. People who use illegal converters/descramblers may be subject to prosecution for theft of cable service. It is unlawful to alter or tamper with any device belonging to a cable operator in order to receive, intercept, or assist in receiving or intercepting any communications service offered over a cable system. People who take such actions may be subject to fines or imprisonment.

REMOTE CONTROL UNITS

We rent remote control units to subscribers to access set-top converter features remotely. Currently, we provide subscribers with set-top converters with compatible remote control units. Although we rent remote control units at a nominal fee, subscribers may purchase compatible remotes at local electronic stores or other retail outlets. A representative list of compatible remote control models currently available from local retailers includes: Philips PHL PMDVR8, RCA RCR612, and Sony RM-V202. A list of additional compatible remotes may be obtained from your local Comcast office. Although these remote control units are compatible with the set-top converters that we currently offer, these remotes may not be functional if we change the type of set-top converters we offer to subscribers. If you have any questions regarding whether a particular remote control unit would be compatible with our equipment, please contact us.

NOTICE OF AVAILABILITY OF CONVERTERS FOR ADDITIONAL OUTLETS

Subscribers who install their own additional receiver connections may not be able to receive all broadcast stations carried on the cable system without additional equipment. For those television sets that are not truly compatible with the cable system, television broadcast stations located above Channel 13 may not be receivable without additional equipment.

The equipment necessary to receive all broadcast stations carried on the cable system is for lease and/or sale from your cable company and may be available from retail stores within your community. Instructions for installation of this equipment are also available upon request. Please contact your local cable company for complete details.

SERVICE CHANGES AND INSTALLATION

Standard installations are generally completed within 7 business days. If you initiate a change in the services you receive, you may be subject to the applicable installation or change of service charge. Please refer to the service rate information we have supplied to you for details. A list of our services and charges is provided to our customers annually in a mailing or bill insert. You may obtain additional information about our current services, fees and prices by calling us during normal business hours.

OTHER SERVICES AND INFORMATION

In addition to our Basic and Preferred Service packages, we also offer optional video and audio programming services, including individual premium channels (such as HBO, Cinemax, Showtime, Starz and Encore) and pay-per-view services which deliver individual movies, sporting events and special events. We also offer Digital Service packages and High Speed Cable Modem Service in selected service areas where our cable plant has been rebuilt or upgraded. For some optional services you must have a compatible addressable converter or a cable modem.

Please call us at the local customer service number listed on the How To Reach Us insert to talk to one of our customer service representatives about our products and services, or go to our website, www.comcast.com to see the latest information on our services.

We may change this information in the future. We will send you a written, electronic or other appropriate notice informing you of any changes and the effective date. If you find the change unacceptable, you have the right to cancel your service. However, if you continue to receive our service after the effective date of the change, we will consider this your acceptance of the change. For those of our customers receiving service through commercial accounts, bulk rate arrangements or similar arrangements, some of the policies, procedures and services herein may not apply. Please call us at the local customer service number listed on the How to Reach Us insert to talk to one of our customer service representatives for further information.

