

AMENDMENT TO CABLE TELEVISION FRANCHISE AGREEMENTS

This Amendment to Cable Television Franchise Agreements (hereinafter, this "Amendment") is entered into as of this 20th day of April, 2011 between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter, "County" or "Grantor"), on the one hand, and **COMCAST OF GEORGIA/MICHIGAN, LP**, a California limited partnership and assignee of a franchise formerly held by InterMedia Partners L.P. ("Comcast of GA/MI"), and **COMCAST OF GEORGIA/VIRGINIA, INC.**, a Colorado corporation and assignee of a franchise formerly held by MediaOne of Colorado, Inc. ("Comcast of GA/VA"), on the other hand. Comcast of GA/MI and Comcast of GA/VA are collectively referred to hereinafter as "Company" or "Grantee".

WHEREAS, the County and Comcast of GA/MI (as the successor in interest to InterMedia Partners L.P.) have previously entered into that certain Cable Television Franchise Agreement between the County and InterMedia Partners L.P., dated April 21, 1999, as amended by Amendment No. 1 to Cable Television Franchise Agreement between the County and InterMedia Partners L.P. (the "InterMedia Agreement");

WHEREAS, the County and Comcast of GA/VA (as the successor in interest to MediaOne of Colorado, Inc.) have previously entered into that certain Cable Television Franchise Agreement between the County and MediaOne of Colorado, Inc., dated November 17, 1999 (the "MediaOne Agreement");

WHEREAS, the InterMedia Agreement and the MediaOne Agreement are collectively referred to hereinafter as the "Agreement" or the "Franchise"; and

WHEREAS, the County and Grantee desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties herein agree that the Agreement is hereby amended as follows:

1. All terms not otherwise defined in this Amendment shall have the same meaning set forth in the Agreement. In the event that a conflict exists between the InterMedia Agreement and the MediaOne Agreement, each as amended by this Amendment, the terms of the InterMedia Agreement shall control.

2. As used herein, the term "Adoption Date" shall mean the date both parties have executed this Amendment.

3. Section 1.6 of each Agreement shall be amended to state:

"Primary Service Area: "Primary Service Area" is that portion of unincorporated Fulton County more specifically described and depicted in Appendix A of the InterMedia Agreement and that portion of unincorporated Fulton County more specifically described and depicted in Appendix A of the MediaOne Agreement."

4. Section 6 of each Agreement shall be deleted in its entirety and replaced with the following:

“Term: The term of this Franchise is extended to include the later of the original term of the Franchise or five (5) years from the Adoption Date unless sooner terminated, revoked or renewed as provided in this Agreement or the Cable Resolution. In addition to the foregoing, Grantee agrees, represents, and warrants that Grantee shall not apply for a state franchise agreement under the Consumer Choice for Television Act, any amendment thereto, or any other state-wide franchising provision during the first three (3) years after the Adoption Date. In the event that Grantee applies for a state-wide franchise during the first three (3) years after the Adoption Date in contravention of this provision, notwithstanding anything in this Agreement or the Network Services Agreement (defined in Section 11.13 of this Agreement) to the contrary, County shall have the right to immediately terminate the Network Services Agreement without any penalty or any further obligation to Grantee or its affiliates.”

5. Section 9.12 of each Agreement and all subsections thereof shall be deleted in their entirety and replaced with the following:

“Tests and Monitoring: Grantee shall perform all Cable System tests and maintenance procedures as required by the FCC and applicable federal laws and regulations. Upon request, the Grantee shall provide the County access to the test results.”

6. Section 9.13 of each Agreement shall be deleted in its entirety and replaced with the following:

“Scheduled Maintenance Activities: Grantee shall use reasonable efforts to conduct planned maintenance activity during the hours between midnight and 6 a.m. The Grantee shall notify the County of any outage lasting more than four (4) hours and impacting more than 1000 subscribers.”

7. Section 9.14 of each Agreement shall be deleted in its entirety and replaced with the following:

“Ongoing Preventive Maintenance: Grantee will adhere to an ongoing preventative maintenance program in accordance with FCC rules and regulations and shall retain appropriate documentation of such maintenance program. Upon request, the Grantee shall provide the County access to the documentation of such maintenance program.”

8. Section 9.19 of each Agreement shall be deleted in its entirety and replaced with the following:

“Customer Service: Grantee shall maintain a local, toll-free telephone access line which will be available to its subscribers twenty four (24) hours a day, seven (7) days a week. Trained Grantee representatives will be available to respond to customer telephone inquiries during normal business hours. The Grantee’s compliance with this Section 9.19 shall be construed to relieve Grantee of its obligations to maintain a local office under Section 76-35 of the Fulton County, Georgia Code of Ordinances (the “Ordinances”).”

9. The County and the Grantee agree that construction of the system upgrade and institutional network are complete and therefore, Section 10.1 of each Agreement is no longer applicable. Accordingly, Section 10.1 of each Agreement shall be deleted in its entirety.

10. Section 10.3.6 of each Agreement shall be deleted in its entirety and replaced with the following:

“Inspection: Throughout the term of this Agreement, the Grantee shall provide the County with access to the most current strand maps and base street maps of the Cable System in the Franchise Area indicating where the Grantee’s facilities are located in the public rights of way in the Franchise Area and showing the location of all feed and cable plant of the Grantee. Further, throughout the term of this Agreement, the Grantee shall provide the County with access to, and upon request provide the County’s Public Works Department with copies of, the most current maps of the Cable System in the County indicating the areas within the Franchise Area to which the Grantee provides cable services to subscribers. Compliance with this Section 10.3.6 shall be construed to satisfy Grantee’s obligations under Section 76-40(b) of the Ordinances.”

11. The following language shall be added to the end of Section 10.3.14 of each Agreement:

“; provided, however, that the Grantee shall not be responsible for the cost of relocating facilities where such relocation is required to accommodate a sidewalk, streetscape or private development project. Such costs shall be borne by the party requesting such relocation.”

12. Sections 11.1 and 11.2 of each Agreement, and all subsections thereof shall be deleted in their entirety and replaced with the following:

“Public, Education and Government (PEG) Access Channels: Throughout the remaining term of this Agreement, the Grantee shall dedicate three (3) channels for non-commercial, non-revenue generating public, educational and governmental (“PEG”) use. PEG channels may be delivered by analog, digital or other transmission technologies as determined by the Grantee in its sole discretion. The parties further agree that upon the request of a subscriber, any additional equipment, not including the monitor/television, that is required by subscribers to view such dedicated channels on one outlet shall be provided free of charge by Grantee. The choice of the said equipment shall be in the sole discretion of the Grantee. Additionally, the Grantee shall not be required to carry the signal of any FM radio stations located within the County.”

13. Section 11.4 of each Agreement shall be deleted in its entirety and replaced with the following:

“Carriage of PEG: Unless the County otherwise agrees in writing, all PEG access channels shall be carried on the basic service tier. The Grantee agrees to distribute the designated: (a) public access channel throughout its Service Area in (x) unincorporated Fulton County and in the following cities in incorporated South Fulton County: Chattahoochee Hills, Fairburn, Palmetto and Union City, and (y) within one hundred twenty (120) days of the Adoption Date of this Amendment, in the following cities in incorporated South Fulton County: College Park, East Point and Hapeville; (b) educational channel throughout its Service Area in unincorporated and incorporated Fulton County, but not in the City of Atlanta; and (c) government channel throughout its Service Area in unincorporated and incorporated Fulton County. Throughout the

remaining term of this Agreement and any extensions hereto, the Grantee shall make commercially reasonable efforts to minimize the reassignment of channel numbers to the designated PEG channels and align the designated PEG channels on the same channel numbers across the Grantee's distribution zones."

14. Grantee shall continue to pay to the County the per subscriber per year amounts set forth in Section 11.7.1.2 of the InterMedia Agreement and Section 11.7.2 of the MediaOne Agreement through the fourth anniversary of the Adoption Date.

15. The third and fourth sentences of Section 11.7 of the InterMedia Agreement shall be deleted in their entirety, and the following shall be added as new sentences at the end of Section 11.7 of each Agreement:

"Subject to the following sentence, in no event shall the itemized charge on subscribers' monthly bills for the pass through of the per subscriber per year amounts set forth in Section 11.7.1.2 of the InterMedia Agreement and Section 11.7.2 of the MediaOne Agreement for capital costs for PEG access facilities and equipment, other PEG grants paid to the County and costs incurred in constructing an institutional network for the County, plus interest, exceed \$1.75 per subscriber, per month (the "Pass-Through Cap"). Notwithstanding the foregoing, in the event that the number of Grantee's subscribers in the Franchise Area decreases by more than ten percent (10%) of the number of Grantee's subscribers in the Franchise Area as of the Adoption Date, Grantee shall have the right to increase the Pass-Through Cap by an amount commensurate with the decrease in the number of subscribers upon at least sixty (60) days written notice to the County, which notice shall be accompanied by an explanation of the proposed increase including, without limitation, the number of subscribers used to make such calculation. By way of example, in the event that Grantee's subscriber base decreases by twelve percent (12%), Grantee shall have the right to increase the Pass-Through Cap by twelve percent (12%)."

16. A new Section 11.7.4 shall be added to the InterMedia Agreement, and a new Section 11.7.5 shall be added to the MediaOne Agreement, as follows:

"No Interest on PEG Capital Prior to Adoption Date: The Grantee waives the right to collect or otherwise pass through: 1. any interest accrued prior to the Adoption Date on any PEG capital expenditures made on behalf of or PEG grants paid to the County as of the Adoption Date pursuant to this Agreement or any amendment hereto; and 2. any unrecovered costs incurred by the Grantee as of the Adoption Date in constructing an institutional network for the County pursuant to this Agreement or any amendment hereto. For purposes of clarification, the parties hereby agree that the Grantee may collect, or otherwise pass through, interest accrued after the Adoption Date on any unrecovered PEG grants paid to the County pursuant to this Agreement or any amendment hereto. Except as otherwise set forth in this Agreement or any extensions hereto, the PEG capital payments required under Section 11.7 shall relieve the Grantee from any further PEG capital or operational costs including: public access support, training or facilities; construction or installation of PEG origination points; or other PEG costs as required under the Ordinances."

17. A new Section 11.7.5 shall be added to the InterMedia Agreement, and a new Section 11.7.6 shall be added to the MediaOne Agreement, as follows:

“Verification of Payment Calculation: Upon the written request of the County, the Grantee shall provide the County with access to the Grantee’s accounting methodology used to calculate PEG payments made pursuant to Section 11.7 of this Agreement, which shall include, without limitation, the number of subscribers used to make such calculation during the applicable time period.”

18. Section 11.9 of each Agreement shall be deleted in its entirety and replaced with the following:

“Unsold Advertising: Unless otherwise used by Grantee, Grantee shall make available up to ten (10) thirty (30) second spots per week to promote PEG access programming. All costs associated with the production of such spots shall be the sole responsibility of the access originator.”

19. Section 11.9.1 of each Agreement shall be deleted in its entirety and replaced with the following:

“PEG Channel Listing: The Grantee shall list public, educational and governmental access programming on electronic guides so long as designated access channel users meet production deadlines. To the extent the Grantee is or becomes technically capable of doing so, the Grantee shall list the designated government access channel as “FGTV” on the electronic guides distributed to subscribers.”

20. Section 11.10.1 of each Agreement shall be deleted in its entirety and replaced with the following:

“Video Services: Throughout the term of the Franchise, the Grantee shall provide complimentary “Expanded Basic Service,” or the nearest equivalent thereto with a signal quality comparable to that offered to Grantee’s commercial customers in Fulton County, Georgia (currently marketed under the Xfinity brand) to up to five hundred (500) outlets in County occupied offices and facilities, including public libraries. The Grantee agrees to pay for and install digital converter boxes or MDTAs (the choice of such equipment to be in the sole discretion of the Grantee), that are necessary for the County to receive and view a signal of quality comparable to that offered to Grantee’s commercial customers in Fulton County at all of the complimentary Expanded Basic service outlets contemplated in this Section of the Agreement.

The Grantee also agrees to extend, at its own cost, its Cable System to provide Expanded Basic Service to the South Fulton Service Center at Fulton Industrial and the North Fulton Service Center (together, the “New Service Centers”). Subject to the Grantee obtaining all necessary permits and easements, the Grantee agrees to commence the extension of its Cable System to serve the New Service Centers within forty five (45) days of the Adoption Date. Throughout the term of the Franchise, the Grantee shall provide complimentary “Expanded Basic Service,” or the nearest equivalent thereto with a signal quality comparable to that offered to Grantee’s commercial customers in Fulton County, Georgia (currently marketed under the Xfinity brand) to the New Service

Centers. Upon completion of the necessary construction to extend the Cable System to serve the New Service Centers, the Grantee shall pay for and install digital converter boxes or MDTAs (the choice of such equipment to be in the sole discretion of the Grantee) at all of the Expanded Basic service outlets in the New Service Centers.

The County shall be responsible for the cost to extend the Cable System to serve any additional County occupied offices and facilities within the Franchise Area, other than the New Service Centers, to the extent a service outlet is located more than one hundred fifty (150) feet from the nearest point of interconnection with the Cable System, over the remaining term of this Agreement. In accordance with this Section of the Agreement, the Grantee agrees to pay for and install digital converter boxes or MDTAs (the choice of such equipment to be in the sole discretion of the Grantee) at all of the complimentary Expanded Basic service outlets. The County shall also be responsible for the monthly cost of Cable Service for any additional outlets above the five hundred (500) complimentary outlets contemplated under this Agreement.”

21. Section 11.12 of each Agreement shall be deleted in its entirety and replaced with the following:

“Minority Programming: The Grantee shall work to strengthen and increase the distribution of minority programming on its Cable System. Further, the Grantee agrees to support the County in its efforts to promote local minority programming.”

22. Section 11.13 of each Agreement and all subsections thereof shall be deleted in their entirety, and replaced with the following:

“Managed Network Services: The terms and conditions of that certain Network Services Agreement and all related amendments, attachments, and exhibits thereto, by and between Comcast Business Communications, LLC and the County, dated of even date herewith and attached hereto as Exhibit A (the “Network Services Agreement”), is made a part of this Agreement for all purposes and incorporated herein by this reference, and shall control the County and the Grantee’s relationship and obligations related to services and maintenance related to the institutional network used by the County as of the Adoption Date. Pursuant to the Network Services Agreement, the County agrees to pay to Comcast Business Communications, LLC, an affiliate of Grantee, the following amounts:

(a) A one-time non-recurring charge of \$36,000 upon successful installation of the network services (“NRC”), payable as set forth in the Network Services Agreement; and

(b) A monthly recurring charge of \$31,000 (“MRC”), payable as set forth in the Network Services Agreement.

In the event that the County terminates or does not renew the Network Services Agreement prior to thirty-six (36) months from its Effective Date (as such term is defined in the Network Services Agreement), then Grantee shall have the right to offset the Remaining Unpaid Contract Value of the Network Services Agreement against future franchise fees or PEG fees due under the Franchise. Additionally, in the event that the

County terminates or does not renew the Network Services Agreement prior to thirty-six (36) months from its Effective Date, County agrees to pay the Remaining Unpaid Contract Value if a change in the law eliminates the payment of franchise fees in the State of Georgia. For purposes of this Agreement, "Remaining Unpaid Contract Value" shall mean One Million One Hundred Fifty Two Thousand Dollars (\$1,152,000.00), less any and all MRC payments already paid by the County, less the NRC, if the NRC has been paid by the County. Notwithstanding the foregoing, Grantee shall not have a right of setoff as provided for in this provision or a right to receive payment of the Remaining Unpaid Contract Value of the Network Services Agreement as provided for in this provision in the event that it is determined, consistent with any applicable notice and cure provisions, that the County terminated or failed to renew the Network Services Agreement prior to thirty-six (36) months from its Effective Date based on or due to a material event of default and/or material breach of the Network Services Agreement. In addition, notwithstanding the foregoing, this provision shall not apply in the event that Comcast Business Communications, LLC, with or without cause, terminates the Network Services Agreement."

23. Section 12.4 of each Agreement shall be deleted in its entirety and replaced with the following:

"Records and Reports: Grantee shall keep accurate records documenting and categorizing written subscriber and resident complaints and concerning its performance with regard to customer service standards. Upon request, the Grantee shall provide access to the County of such records and complaints for review. This Section 12.4 shall not be interpreted to limit the County's right to access any information or obtain copies of any records under any applicable rules of discovery."

24. Section 12.5.1 of each Agreement shall be deleted in its entirety and replaced with the following:

"Annual Public Meeting: Upon request of the County, quarterly during calendar year 2011, and semi-annually during each year thereafter, Grantee shall conduct public meetings to receive information, feedback and input from Grantee's subscribers who reside in the Franchise Area regarding the Grantee's operation of the Cable System. The County shall be responsible for providing facilities appropriate for such meetings."

25. A new Section 15.3 shall be inserted into each Agreement as follows:

"Effective Competition: The County acknowledges that competition exists from both wireline and non-wireline cable service and/or video service providers in the Franchise Area and varying regulatory regimes under which those services are offered, including rate regulation, no longer serves the public interest. Therefore, the parties agree to take the necessary steps to effectuate the change within ninety (90) days of the Adoption Date. For purposes of clarification, the County shall implement this change by mailing a letter, the form of which shall be provided by the Grantee to the County to the FCC. The County also agrees that because of the existence of this competitive environment, it will not initiate a State of the Art Review as contemplated under Section 9.18 of this Agreement."

26. Section 17 of each Agreement and all subsections thereof shall be deleted in their entirety and replaced with the following:

“Assignment and Transfer: The Franchise shall be fully transferable to any successor in interest to the Grantee. A notice of transfer shall be filed by the Grantee to the County within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains each of the following:

(a) An affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal and state laws and regulations, including municipal and county ordinances and regulations (including the Ordinances), regarding the placement and maintenance of facilities in any public right of way that are generally applicable to all users of the public right of way and specifically including Chapter 9 of Title 25 of the “Georgia Utility Facility Protection Act”;

(b) A description of the transferee’s service area; and

(c) The location of the transferee’s principal place of business and the names or names of the principal executive officer or officers of the transferee.

Compliance with this Section 17 shall be deemed to be sufficient to satisfy the Grantee’s obligations under Section 76-46 of the Ordinances.”

27. The third sentence of Section 19.1 (the Gross Revenue definition) of each Agreement shall be deleted in its entirety and replaced with the following:

“For purposes of this section, the “Gross Revenues” of Grantee shall mean all revenues received from subscribers for the provision of cable service or video service, including franchise fees for cable service providers and video service providers, and advertising and home shopping services revenues and shall be determined in accordance with generally accepted accounting principles. Gross revenues shall not include:

(a) Amounts billed and collected as a line item on the subscriber’s bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this section, such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services;

(b) Any revenue, such as bad debt, not actually received, even if billed;

(c) Any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide cable service or video programming;

(d) Any amounts attributable to refunds, rebates, or discounts;

(e) Any revenue from services provided over the network that are associated with or classified as noncable or nonvideo services under federal law, including, without

limitation, revenues received from telecommunications services, information services other than cable service or video service, Internet access services, or directory or Internet advertising revenue, including, without limitation, yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such noncable or nonvideo service is bundled with the sale of one or more cable services or video services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to cable service or video service based on the provider's books and records; such revenues shall be allocated in a manner consistent with generally accepted accounting principles;

(f) Any revenue from late fees not initially booked as revenues, returned check fees, or interest;

(g) Any revenue from sales or rental of property, except such property as the subscriber shall be required to buy or rent exclusively from the cable service provider or video service provider to receive cable service or video service;

(h) Any revenue received from providing or maintaining inside wiring;

(i) Any revenue from sales for resale with respect to which the purchaser shall be required to pay a franchise fee, provided the purchaser certifies in writing that it shall resell the service and pay a franchise fee with respect thereto; or

(j) Any amounts attributable to a reimbursement of costs including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of video programming."

28. Section 19.1.3 of each Agreement shall be deleted in its entirety and replaced with the following:

"The County may, no more than once annually, audit the business records of the Grantee to the extent necessary to ensure payment in accordance with this Agreement. Any payment may be audited up to thirty six (36) months from when the payment is made; provided, however, that such time period may be extended by written agreement between the County and the Grantee. Once a payment has been audited, it shall not be the subject of any subsequent audit. The County's audit expenses shall be borne entirely by the County unless the audit discloses an underpayment in excess of ten percent (10%) of the total franchise fees due to the County, in which case the audit expenses shall be borne by the Grantee."

29. Section 19.4 of each Agreement shall be deleted in its entirety and replaced with the following:

"In consideration of the terms of this Agreement and any amendments hereto, the County shall not require the Grantee to establish a performance bond or security fund as contemplated under the Ordinances."

30. Section 19.5 of each Agreement shall be deleted in its entirety and replaced with the following:

“Fee Not in Lieu of Other Fees or Taxes: The County shall not levy any additional tax, license, fee, surcharge, or other assessment on the Grantee for or with respect to the use of any public right of way other than the franchise fee authorized by this Agreement. In addition, the County shall not levy any other tax, license, fee, or assessment on the Grantee or its subscribers that is not generally imposed on and applicable to other businesses within Fulton County, Georgia. The franchise fee authorized by this Agreement shall be in lieu of any permit fee, encroachment fee, degradation fee, or other fee that could otherwise be assessed on the Grantee for the Grantee's occupation or work within the public right of way; provided, however, that nothing in this Agreement shall restrict the right of the County to impose ad valorem taxes, sales taxes, or other taxes lawfully imposed on other businesses within Fulton County, Georgia.”

31. Section 20.1.4.2 of each Agreement shall be deleted in its entirety.

32. Section 21.1 of each Agreement shall be deleted in its entirety and replaced with the following:

“Right of Inspection of Records: To the extent consistent with laws governing subscriber privacy and any other applicable laws, the County shall have the right to inspect all books, records, reports, maps, service complaint summary reports and other materials necessary to verify the Grantee's compliance with the terms of this Agreement. The County's review of such books and records shall be on prior written notice and during normal business hours. This Section 21.1 shall not be interpreted to limit the County's right to access any information or obtain copies of any records under any applicable rules of discovery.”

33. Section 21.2 of each Agreement shall be deleted in its entirety and replaced with the following:

“Review: To the extent consistent with laws governing subscriber privacy and any other applicable laws, the Grantee shall permit any duly authorized representative of the County to examine books, records, reports, maps, service complaint summary reports and other materials necessary to verify the Grantee's compliance with the terms of this Agreement. The County's review of such books and records shall be on prior written notice and during normal business hours. Grantee's compliance with Sections 21.1 and 21.2 of this Agreement shall be construed to meet the Grantee's reporting obligations under Section 21.6 of this Agreement and Section 76-38 of the Ordinances. This Section 21.2 shall not be interpreted to limit the County's right to access any information or obtain copies of any records under any applicable rules of discovery.”

34. Section 21.3 of each Agreement shall be deleted in its entirety and replaced with the following:

“Records Outside County: If any of such maps or records are not kept in the County or within twenty-five (25) miles from 141 Pryor Street, Atlanta, GA 30303, and if the County reasonably determines that an examination of such maps or records is necessary or appropriate to Grantee's or the County's performance under this Agreement, then Grantee shall arrange for the maps or records to be transported to a location within

twenty-five (25) miles from 141 Pryor Street, Atlanta, GA 30303 or such other location as may be mutually agreed upon by the County and the Grantee.”

35. Section 21.4(3) of the InterMedia Agreement, and Section 21.4(1) of the MediaOne Agreement, shall be deleted in their entirety.

36. The second sentence in Section 21.5 of each Agreement shall be deleted in its entirety and replaced with the following:

“Upon request, the Grantee shall provide the County with access to such plans and records, and maps to the extent required pursuant to Section 10.3.6 above.”

37. Section 21.8 of each Agreement shall be deleted in its entirety.

38. Section 21.11 of each Agreement shall be deleted in its entirety and replaced with the following:

“Customer Service Reports: Upon request by the County, the Grantee shall provide reports which demonstrate the Grantee’s compliance with the FCC customer service standards.”

39. Section 21.11.1 of each Agreement shall be deleted in its entirety and replaced with the following:

“Proof of Performance Tests: Upon advance written request by the County, the Grantee shall provide proof of performance tests as required by the FCC rules and regulations.”

40. Section 21.13 of each Agreement shall be deleted in its entirety and replaced with the following:

“Operational Reports: Grantee shall maintain summaries of the previous year’s activities including, but not limited to, the number of subscribers in the Franchise Area used to calculate the PEG payments made pursuant to Section 11.7 of this Agreement, channel alignment and program services, public, educational, government, and leased access services offered, new services offered, hours of operation, customer service agreement and handbook, service complaint summary reports, and the physical miles of plant construction and plant in operation. Upon request, the Grantee shall provide the County with access to such reports and information.”

41. Section 22 of each Agreement and all subsections thereof shall be deleted in their entirety and replaced with the following:

“22.0 Default Procedures: Any disputes between the County and the Grantee or allegations of non-compliance, including technical disputes concerning compliance with FCC technical standards, shall be addressed using the process outlined below.

22.1 Notice of Violation: If the County believes that the Grantee has not complied with the terms of this Agreement, the County shall first informally discuss the matter with the Grantee. If such discussions do not lead to a resolution of the problem, the County shall notify the Grantee in writing of the nature of the alleged non-compliance (“Violation Notice”).

22.2 Grantee's Right to Cure or Respond: Grantee shall have thirty (30) days from the receipt of the Violation Notice or a longer period of time as the County may specify to either respond, cure the alleged noncompliance or, if by the nature of the complained of event, such noncompliance cannot be cured within a thirty (30) day period, Grantee shall in writing initiate reasonable steps to remedy the matter and provide County a projected resolution date.

22.3 Hearing: If the Grantee fails to respond to the Violation Notice received from the County, or the alleged matter of noncompliance is not remedied within the cure period set forth above, the County's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The County shall provide the Grantee at least thirty (30) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing. The Grantee shall have the right to present evidence and to question witnesses. The County shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If the violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

22.4 Enforcement: Subject to applicable federal and State law, in the event the County, after the hearing set forth above, determines that the Grantee is in default of the provisions addressed in the Violation Notice, the County may:

- (a) Seek specific performance damages; or
- (b) Commence an action at law for monetary damages or seek other equitable relief; or
- (c) In the case of a substantial default of a material provision of this Agreement, the County may seek to revoke the Franchise itself in accordance with subsection 22.5 of this Agreement.

22.5 Revocation:

(a) Prior to the revocation or termination of the Franchise, the County shall give written notice to the Grantee of its intent to revoke this Agreement on the basis of noncompliance, by the Grantee, including three or more instances of substantial noncompliance with a material provision of this Agreement. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have thirty (30) days from such notice to either object in writing and to state its reasons for such objection and provide an explanation or to cure the alleged noncompliance. If the County has not received a satisfactory response from the Grantee it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

(b) At the hearing, the County's governing board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within

ten (10) business days. The decision of the County's governing board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the County's governing board de novo. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

(c) Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation."

42. Section 23 of each Agreement and all subsections thereof shall be deleted in their entirety and replaced with the following:

"23.0 Claims Under Agreement: The Grantee and the County agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the County arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction ("Georgia State Court"). To effectuate this Agreement and intent, the Grantee agrees that if the County initiates any action against the Grantee in Federal Court or in Georgia State Court, service of process may be made on the Grantee either in person or by registered mail."

43. A new Section 38 shall be inserted into each Agreement as follows:

"38.0 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, the Ordinances, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances or regulations conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the County's lawful exercise of its police powers. The County expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of Fulton County, Georgia."

44. All provisions of the Agreement not otherwise specifically modified by this Amendment shall remain in full force and effect, and the Agreement is incorporated herein by reference.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under their respective seals on the day and date first above written.

FULTON COUNTY, GEORGIA

By: *J.H.E.*
Name: _____
Title: Chairman, Board of Commissioners

ATTEST:

By: *Mark P. ...*
Name: _____
Title: Clerk of the Commission



APPROVED AS TO FORM:

By: *Nikisha McDonald*
Name: Nikisha McDonald
Title: Staff Attorney, County Atty

APPROVED AS TO CONTENT:

By: *S. Rucker*
Name: SHAUNA CHAVIS RUCKER
Title: DIRECTOR, BROADCAST+CABLE

[Signatures continue on following page]

ITEM # 11-0355 RCS 4, 20, 11
RECESS MEETING

COMCAST OF GEORGIA/MICHIGAN, LP

By: [Signature]

Name: Bill Connors

Title: President, Central Division

ATTEST:

By: [Signature]

Name: James A. Macke

Title: VP, Government & Community Affairs

COMCAST OF GEORGIA/VIRGINIA, INC.

By: [Signature]

Name: Bill Connors

Title: President, Central Division

ATTEST:

By: [Signature]

Name: James A. Macke

Title: VP, Government & Community Affairs

EXHIBIT A
NETWORK SERVICES AGREEMENT

Comcast Business Communications, LLC Network Services Agreement

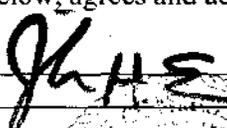
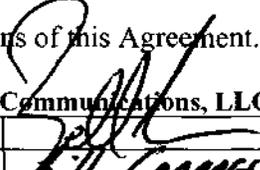
This Agreement ("Agreement") is made on the 20th day of April, 2011 ("Effective Date") by and between Comcast Business Communications, LLC ("Company" or "Comcast"), a Delaware limited liability company, with offices located at One Comcast Center, Philadelphia, PA 19103 and Fulton County, Georgia ("Customer"), with offices located at 141 Pryor Street Atlanta, GA 30303. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party".

Description of Services to be provided by Company to Customer: 1000 Mbps Ethernet Network Services ("ENS") at the six (6) sites set forth in Schedules A and B attached hereto; 1000 Mbps Ethernet Private Line ("EPL") Services connection(s) between the sites set forth in Schedules A and B attached hereto.	
Term of Agreement (months): Thirty-Six (36)	Agreement Number: GA-59001-042011-01
Non-Recurring Charges ("NRC"): \$36,000.00	Monthly Recurring Charges ("MRC"): \$31,000.00
Any Additional Charges/Explanation:	
Number of Sites: Six (6)	Estimated Service Date: Ninety (90) to one-hundred twenty (120) days after mutual execution of Agreement.
Notes / Comments: Modifications made to the terms and conditions of the Agreement are set forth in the First Amendment attached hereto. "Exhibit 1 - Network Design Diagram" is attached hereto for reference.	
Sales Person: Lisa Bolt	Telephone Number: (770) 286-4757
General Manager: Robert Carter	Telephone Number: (678) 385-5189
Customer Contact: Ryan Fernandes	Telephone Number: (404) 612-6456

This Network Services Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer. This Comcast Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications, LLC General Terms and Conditions ("General Terms and Conditions"), and Schedules A and B ("Schedules"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Cover Page. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

Fulton County, Georgia Signature:  Printed Name: John H. Hayes Title: Chairman Date: _____	Comcast Business Communications, LLC Signature:  Printed Name: Bill Connor Title: President, Central Division Date: April 29, 2011
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Page 1 of 6
CONFIDENTIAL and PROPRIETARY


Mark Max
 Clerk of the Court

ITEM # **11-0355** RCS **4 20 11**
 RECESS MEETING

**COMCAST BUSINESS COMMUNICATIONS, LLC
GENERAL TERMS AND CONDITIONS**

SECTION I - SCOPE OF SERVICE

1.1 Company will provide to Customer the Service at the prices set forth in the attached Schedule A, and to the location(s) set forth in Schedule B, both attached hereto ("Buildings"). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified in the attached Schedule B and at the transmission level designated in Schedule A attached hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

SECTION 2 - INSTALLATION OF NETWORK

2.1 Customer, at no cost to Company, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building.

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network.

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Network.

2.8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is called the Billing Information Form ("Billing Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use.

2.10 **Customer-Provided Equipment (CPE).** Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK

3.1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers.

3.2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

SECTION 4 - COMPENSATION; PAYMENT

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Services, Company shall immediately invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the *pro rated* in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

4.3 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Services, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

4.4 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for thirty-six (36) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be thirty-six (36) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term.

SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Monthly Recurring Charges ("Termination Charges") payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate

immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or

(ii) either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6.5 In addition to the remedies set forth in Section 6.4 above; Company shall be entitled to Termination Charges for any Customer Default.

SECTION 7 - SERVICE RESPONSE TIMES

7.1 Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is malfunctioning. Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

8.1 **COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.**

8.2 **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

8.6 Customer is prohibited from reselling Company-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete).

SECTION 9 - INDEMNIFICATION

9.1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The

Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9A - USE POLICIES

9A.1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Company reserves the right 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 Customer or users, if Company (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted <http://www.comcast.com/business> or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Company may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

9A.2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

SECTION 10 - INSURANCE

10.1 Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.

10.2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.

10.3 The liability limits under these policies shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

SECTION 11 - ASSIGNMENT

11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

SECTION 15 - INDEPENDENT CONTRACTORS

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

SECTION 16 - NONDISCLOSURE

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily

ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

SECTION 16A - CUSTOMER PRIVACY POLICIES

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

SECTION 17 - NOTICES

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:

Fulton County Communications Department
141 Pryor St. SW
Atlanta, GA 30303
Attention: Director

Office of the County Manager
141 Pryor St. SW
Atlanta, GA 30303
Attention: County Manager

With an additional Customer copy to:

Fulton County Office of the County Attorney
141 Pryor St. SW
Atlanta, GA 30303
Attention: County Attorney

To Company:

Attn.: VP - Business Services
Comcast Business Communications, LLC.

One Comcast Center
Philadelphia, PA 19103

With an additional Company copy to:

Attn.: Cable Law Department
Comcast Cable Communications, LLC.
One Comcast Center
Philadelphia, PA 19103

SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

SECTION 19 – CHOICE OF LAW

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

SECTION 21 - AMENDMENTS; NO WAIVER

21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

SECTION 24 -INTERPRETATION OF AGREEMENT

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

SECTION 25 - RIGHT TO ENTER INTO CONTRACTS

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

SECTION 26 - REMEDIES CUMULATIVE

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

SECTION 27 - COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

FIRST AMENDMENT
To
Network Services Agreement No. GA-59001-042011-01

This First Amendment ("Amendment") is concurrently entered into on April 20, 2011 ("Effective Date") in conjunction with Network Services Agreement No. GA-59001-042011-01 ("Agreement") by and between Comcast Business Communications, LLC ("Company") and Fulton County, Georgia ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. The second paragraph of the Agreement Cover Page is hereby modified to read as follows:

"This Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer. This Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications, LLC General Terms and Conditions ("General Terms and Conditions"), and Schedules A, B, A-1 and A-2 ("Schedules"), and any jointly executed amendments ("Amendments"), all of which are incorporated herein by this reference and collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Cover Page. The Agreement shall terminate as set forth in the General Terms and Conditions, as modified by the Amendment. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions. Additionally, the current Comcast Acceptable Use Policy and Privacy Policy ("Policies") and the Fulton County Network Diagram are attached hereto as a reference. Comcast may, pursuant to Section 9A.3, update the Policies from time to time."

2. Section 2.3 of the Agreement is hereby modified to read as follows:

"Upon reasonable prior notice to Customer, Company and its employees, agents, lessees, officers and its authorized vendors will be granted access to, and Customer shall reasonably assist Company in accessing the Buildings in connection with the provision of Services. When accessing a Building, Company and its employees, agents, lessees, officers and its authorized subcontractors shall at all times comply with Customer's reasonable security policies and procedures and Customer shall have the right to require a representative of Customer to be present during such access by Company. Customer will not be entitled to Service Interruptions Credit, as set forth in Schedule A-2, for any period of time Comcast is denied or delayed access to a Building."

3. Section 2.4 of the Agreement is hereby modified to read as follows:

"If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer, provided, however, that Company shall obtain the approval of Customer prior to incurring any such expense on Customer's behalf."

4. Section 2.10 of the Agreement is hereby modified to read as follows:

“Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer’s side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company’s employees or authorized contractors when the difficulty or trouble report results from CPE. CPE and wiring that is compliant with industry standards, including without limitation, the technical specifications published by the Metro Ethernet Forum (MEF), shall be deemed to be fully compatible with the Services.”

5. Section 4.1 of the Agreement is hereby modified to read as follows:

“The Non-Recurring Charges (“Non-Recurring Charges” or “NRC”) and Monthly Recurring Charges (“Monthly Recurring Charges” or “MRC”) for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon Company’s receipt of Customer-executed Billing Form, Company shall invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC in accordance with the payment terms set forth herein. In the event Customer fails to provide Company with an executed Billing Form or notify Company that the Services are not performing properly, within five (5) days of Company’s notice of Service installation, the Services shall be deemed accepted and Company shall commence all applicable invoicing, including billing Customer for one hundred percent (100%) of the applicable NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Monthly Recurring Charge shall also include the pro-rated in arrears charges for Services from the Service Date to the date of first billing.”

6. Section 4.3 of the Agreement is hereby modified to read as follows:

“Except for taxes based on Company’s net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Services, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. Company shall not increase or otherwise mark up these fees above the amount imposed by such governmental or quasi-governmental bodies (“Direct Costs”). It will be the responsibility of Customer to pay any Direct Costs that subsequently become applicable retroactively.”

7. Section 4.4 of the Agreement is hereby modified to read as follows:

“In the event that any newly adopted law, rule, regulation, or judgment increases Company’s costs of providing Services, Customer shall pay to Company any such Direct Costs of providing Services under the new law, rule, regulation or judgment.”

8. Section 5 of the Agreement is hereby modified to read as follows:

“Unless terminated as provided herein, this Agreement shall terminate absolutely and without further obligation of either Party at the close of the calendar year in which it was executed. Upon expiration of the Initial Service Term (Initial Term), this Agreement shall be automatically renewed for two (2) successive periods of one (1) year each (each one year period a “Renewal Term”) unless there is a material event of default by the Company that is not cured under Section 6 of this Agreement. In the event of a material event of default that has not been cured, the notice of non-renewal must be delivered by either Party to the other at least thirty (30) days before the expiration of the term then in effect. Upon expiration of the Initial Term and any Renewal Term, the Agreement shall continue on a month-to-month basis until a new Agreement is executed or until either Party provides at least thirty (30) days prior written notification to the other Party of its intent to terminate the Agreement.”

9. Section 6.6 is hereby added to the Agreement to read as follows:

“Non-Appropriation of Funds. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local or state agency for performance of this Agreement during any fiscal year of the Term of this Agreement referenced herein, the Agreement may be terminated by the Customer upon written notification to Company, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event that Customer terminates the Agreement under this “Non-Appropriation of Funds” provision, neither Party shall have any further obligation to the other Party, except that Customer shall be responsible to pay Company all unpaid Non-Recurring Charges, all unpaid Monthly Recurring Charges for any and all Services rendered prior to such termination, and all capital expenses incurred by the Company after the Effective Date of the Agreement to enable the Company to perform under the Agreement, which are not subject to offset or recoupment under another agreement between the Parties and have not already been reimbursed, within 30 days of receiving an invoice from Company for payment of such amounts. Customer hereby agrees to notify Company in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Agreement, for any fiscal year under the applicable Agreement Term.”

10. Section 7.1 of the Agreement is hereby deleted in its entirety and is replaced by Schedule A-2, attached hereto.

11. Section 7.2 of the Agreement is hereby deleted in its entirety and is replaced by Schedule A-2, attached hereto.

12. Section 8.1 of the Agreement is hereby modified to read as follows:

“NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT FOR CUSTOMER’S OBLIGATION TO PAY FOR ALL SERVICES RENDERED AND/OR UNRETURNED OR DAMAGED EQUIPMENT, WHICH OBLIGATION SHALL REMAIN UNCAPPED, AND AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, A PARTY’S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.”

13. Section 8.3 of the Agreement is hereby deleted in its entirety and is replaced by Schedule A-2, attached hereto.

14. Section 8.4 of the Agreement is hereby modified to read as follows:

“Other than with respect to Company’s authorized subcontractors performing Services at Customer’s Building(s), Company shall not be liable for any act or omission of any other company or companies

furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties."

15. Section 9.1 of the Agreement is hereby modified to read as follows:

"Subject to Section 8, Comcast will indemnify and hold harmless Customer, its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

- (i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Comcast arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and
- (ii) Any violation of this Agreement by Comcast or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof."

16. Section 9.2 of the Agreement is hereby modified to read as follows:

"Comcast agrees to defend Customer for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. Customer agrees to notify Comcast promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. Comcast shall assume the defense of any Action with counsel reasonably satisfactory to Customer. Customer may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. Comcast shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires Customer to take or refrain from taking any action or purports to obligate Customer, then Comcast shall not settle such claim without the prior written consent of Customer, which consent shall not be unreasonably withheld, conditioned or delayed."

17. Section 9A.2 of the Agreement is hereby modified to read as follows:

"Violation. Any breach of Section 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Services are restricted, suspended and/or terminated, the Parties agree to work together in good faith to remedy the breach and restore Customer's Services."

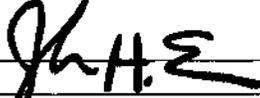
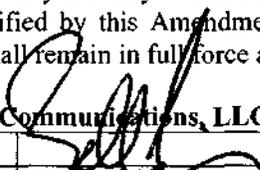
18. Section 9A.3 is hereby added to the Agreement to read as follows:

"Company may change or modify the policies or other Agreement related policies from time to time ("Revisions") by posting such Revisions to the Company Website. Unless otherwise set forth herein, the Revisions are effective upon posting to the Website. Customer shall have sixty (60) calendar days from the receipt of written notice from Company regarding such Revisions to provide Company with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice, Company is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Company beyond the termination date, including early Termination Charges, if any. This shall be Customer's sole and exclusive remedy."

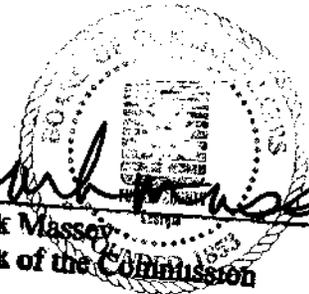
19. Section 28 is hereby added to the Agreement to read as follows:

"Chronic Service Interruptions. "Customer shall have the right to terminate the interrupted portion of Service prior to the end of the agreed Service Term, without payment of any applicable Termination Charges, and without further liability or penalty on the part of Comcast: i) if such portion of Service experiences a Service Interruption on two (2) or more separate occasions of more than eight (8) hours each in any thirty (30) day period and (ii) following written notice thereof from Customer to Comcast, that portion of Service experiences a Service Interruption of more than eight (8) hours at any time within the twelve (12) month period immediately following said notice; or (iii) subsequent to the events of "(i)" if such portion of the Service experiences a Service Interruption in excess of seventy-two (72) continuous hours (each a "Chronic Service Interruption"). Notwithstanding the foregoing, outages resulting from Force Majeure events, as outlined in Section 12 herein, shall not qualify as a "chronic outage"."

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other Terms and Conditions of the original Network Services Agreement shall remain in full force and effect.

Fulton County, Georgia		Comcast Business Communications, LLC	
Signature:		Signature:	
Printed Name:	John H. Eaves	Printed Name:	Bill Connor
Title:	Chairman	Title:	President, Central Division
Date:		Date:	April 29, 2011

ITEM # 11-0355 RCS 4/29/11
RECESS MEETING



Mark Massey
Clerk of the Commission

**SCHEDULE A
BUILDINGS, SERVICES AND PRICING**

Date: **4/14/2011**

Short Description of Service:

Fulton County Information Systems is requesting (6) Site 1 Gig ENS 2 site 1 Gig EPL

Term: **36 MONTHS**

DATA NETWORK SERVICES - PAGE 1

Line	Service Element	Description	Location A*	Location Z*	Tax Jurisdiction	Qty	Unit Pricing		Extended Pricing	
							MRC	NRC	MRC	NRC
001	Ethernet Network Interface - 1000	1 Port	Government Center	#REF!	INTRASTATE	2	\$1,394.68	\$2,400.00	\$2,789.36	\$4,800.00
002	ENS - Basic Network Bandwidth	1000 Mbps	Government Center	#REF!	INTRASTATE	2	\$722.80	\$0.00	\$1,445.60	\$0.00
003	Ethernet Network Interface - 1000	1 Port	Fulton County Airport	#REF!	INTRASTATE	2	\$1,394.68	\$2,400.00	\$2,789.36	\$4,800.00
004	ENS - Basic Network Bandwidth	1000 Mbps	Fulton County Airport	#REF!	INTRASTATE	2	\$722.80	\$0.00	\$1,445.60	\$0.00
005	Ethernet Network Interface - 1000	1 Port	South Service Center	#REF!	INTRASTATE	2	\$1,394.68	\$2,400.00	\$2,789.36	\$4,800.00
006	ENS - Basic Network Bandwidth	1000 Mbps	South Service Center	#REF!	INTRASTATE	2	\$722.80	\$0.00	\$1,445.60	\$0.00
007	Ethernet Network Interface - 1000	1 Port	Justice Center	#REF!	INTRASTATE	2	\$1,394.68	\$2,400.00	\$2,789.36	\$4,800.00
008	ENS - Basic Network Bandwidth	1000 Mbps	Justice Center	#REF!	INTRASTATE	2	\$722.80	\$0.00	\$1,445.60	\$0.00
009	Ethernet Network Interface - 1000	1 Port	North Service Center	#REF!	INTRASTATE	2	\$1,394.68	\$2,400.00	\$2,789.36	\$4,800.00
010	ENS - Basic Network Bandwidth	1000 Mbps	North Service Center	#REF!	INTRASTATE	2	\$722.80	\$0.00	\$1,445.60	\$0.00
011	Ethernet Network Interface - 1000	1 Port	Fulton County Jail	#REF!	INTRASTATE	1	\$994.68	\$2,400.00	\$994.68	\$2,400.00
012	ENS - Basic Network Bandwidth	1000 Mbps	Fulton County Jail	#REF!	INTRASTATE	1	\$722.80	\$0.00	\$722.80	\$0.00
013	Ethernet Network Interface - 1000	1 Port	Government Center	EPL Port	INTRASTATE	2	\$994.68	\$2,400.00	\$1,989.36	\$4,800.00
014	EPL - Basic Network Bandwidth	1000 Mbps	Government Center	Fulton County Airport	INTRASTATE	2	\$2,064.51	\$0.00	\$4,129.02	\$0.00
015	Ethernet Network Interface - 1000	1 Port	Fulton County Airport	EPL Port	INTRASTATE	2	\$994.68	\$2,400.00	\$1,989.36	\$4,800.00
016	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
017	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
018	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
019	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
020	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
021	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
022	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
023	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
024	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
025	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
026	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
027	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
028	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
029	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
030	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
031	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
032	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
033	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
034	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
035	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00

* Building Location Detail Attached

ACCOUNT REPRESENTATIVE Lisa Bolt
 SALES ENGINEER John Ronda

PAGE 1 DATA NETWORK SERVICES SUBTOTAL:	\$31,000.00	\$36,000.00
PAGE 2 DATA NETWORK SERVICES SUBTOTAL:	\$0.00	\$0.00
PAGE 3 DATA NETWORK SERVICES SUBTOTAL:	\$0.00	\$0.00
ADDITIONAL CUSTOM INSTALLATION CHARGES:		\$0.00

CUSTOMER NAME
 NAME
 TITLE
 DATE

TOTAL MONTHLY RECURRING CHARGES: \$31,000.00

TOTAL NONRECURRING CHARGES: \$36,000.00

Note: The prices included on this sales order do not include any local, state or federal fees, charges, or taxes that may apply. Please refer to the Comcast Master Service Agreement for specific detail regarding such charges.

DATA NETWORK SERVICES - PAGE 2

Line	Service Element	Rate	Location A*	Location Z*	Tax/Jurisdiction	Qty	Unit Pricing		Extended Pricing	
							MRC	NRC	MRC	NRC
036	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
037	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
038	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
039	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
040	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
041	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
042	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
043	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
044	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
045	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
046	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
047	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
048	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
049	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
050	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
051	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
052	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
053	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
054	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
055	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
056	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
057	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
058	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
059	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
060	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
061	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
062	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
063	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
064	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00
065	#REF!		#REF!	#REF!	#REF!	1	\$0.00	\$0.00	\$0.00	\$0.00

SCHEDULE B - BUILDING LOCATION DETAIL

BILLING LOCATION INFORMATION

Billing Name Fulton County Information Technology
County Fulton
Street / 141 Pryor Street SW Suite 9049
City State, Zip Atlanta GA 30303-
Tax Exempt YES
Billing Interval Monthly

Contact Jay Rice
Email jay.rice@fultoncountyga.gov
Phone 404-612-0028
Fax 404-224-5352
Cell / Pager N/A

SERVICE LOCATIONS

Site Name: Government Center
County Fulton
Address 1 141 Pryor Street SW
Address 2 Government Center Tower
Floor 9th
Room Data Center
City State, Zip Atlanta GA 30303-

LocalContact Roy Todd
Email roy.tod@fultoncountyga.gov
Phone 404-612-0062
Fax 404-224-5299
Cell / Pager 404-825-3141
Latitude
Longitude

Site Name: Fulton County Jail
County Fulton
Address 1 1101 Jefferson Street
Address 2 901 Rice St
Floor 2nd
Room 2LB60
City State, Zip Atlanta GA 30318-

Local Roy Todd
Email roy.tod@fultoncountyga.gov
Phone 404-612-0062
Fax 404-224-5299
Cell / 404-825-3141
Latitude
Longitude

Site Name: Justice Center
County Fulton
Address 1 160 Pryor St SW
Address 2 JCB
Floor Basement
Room JCB39
City State, Zip Atlanta GA 30303-

Local Roy Todd
Email roy.tod@fultoncountyga.gov
Phone 404-612-0062
Fax 404-224-5299
Cell / 404-825-3141
Latitude
Longitude

Site Name: South Service Center
County Fulton
Address 1 5600 Stonewall Tell Road
Address 2 South Annex Auditorium
Floor 2
Room IT Data Closet
City State, Zip College Park GA 30349-

Local Roy Todd
Email roy.tod@fultoncountyga.gov
Phone 404-612-0062
Fax 404-224-5299
Cell / 404-825-3141
Latitude
Longitude

Site Name: Fulton County Airport
County Fulton
Address 1 3977 Aviation Circle
Address 2 FAA Building/Fire Dept HQ
Floor 1st
Room Data Center 2
City State, Zip Atlanta GA 30336-

Local Roy Todd
Email roy.tod@fultoncountyga.gov
Phone 404-612-0062
Fax 404-224-5299
Cell / 404-825-3141
Latitude
Longitude

Site Name: North Service Center
County Fulton
Address 1 7741 Roswell Road
Address 2 North Annex Auditorium
Floor 2
Room IT Data Closet
City State, Zip Sandy Springs

GA 30350-

Local Roy Todd
Email roy.tod@fultoncountyga.gov
Phone 404-612-0062
Fax 404-224-5299
Cell / 404-825-3141
Latitude
Longitude

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS, TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS
COMCAST ETHERNET TRANSPORT SERVICES**

Ethernet Transport Version 1.1

Comcast's Ethernet Transport Services ("Service(s)") will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

Definitions

1. **Latency.** Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a 30 day period.
2. **Jitter.** Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a 30 day period.
3. **Packet Loss.** Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI over a 30 day period.

Service Descriptions

1. **Ethernet Network Service (ENS).** ENS enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN). ENS is a reliable, more flexible, scalable, and cost-effective alternative to traditional hub and spoke network topologies using Frame Relay, TDM private lines or IP VPNs. The service provides VLAN transparency enabling customers to implement their own VLANs without any coordination with Comcast. ENS offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10/100Mbps or 1Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments from 1Mbps to 1Gbps.
2. **Ethernet Private Line (EPL).** EPL is a reliable, flexible, higher bandwidth alternative to traditional TDM private lines. EPL service enables customers to connect their Customer Premises Equipment (CPE) using a lower cost Ethernet interface. EPL service enables customers to use any VLANs or Ethernet control protocol across the service without coordination with Comcast. EPL service provides one Ethernet Virtual Connection (EVC) between two customer locations. EPL offers three Classes of Service (CoS) including: Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. EPL service is offered with 10/100Mbps or 1Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments from 1Mbps to 1Gbps.
3. **Ethernet Virtual Private Line (EVPL).** EVPL is a reliable, flexible, higher bandwidth and cost effective alternative to traditional TDM Private Lines, Frame Relay or ATM Layer 2 VPNs and IP VPNs. EVPL service provides an Ethernet Virtual Connection (EVC) between two customer locations similar to Ethernet Private Line service but supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at a customer's hub or aggregation site. EVPL offers three Classes of Service (CoS) including: Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10/100Mbps or 1Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments from 1Mbps to 1Gbps.

Technical Specifications and Performance Standards for Services

1. **User-to-Network Interface.** The Services provides the bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 11 provides a list of available UNI physical interfaces and their available Committed Information Rate (CIR) bandwidth increments and Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
10Mbps	10BaseT	1Mbps	25,000
100Mbps	100BaseT	10Mbps	250,000
1Gbps	1000BaseT or 1000BaseSX	100Mbps	2,500,000

Figure 11: Available UNI interface types and CBS values for different CIR Increments

2. **Class of Service Option.** The Service offers three different classes of service. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to each CoS. Figure 22 lists the service performance objectives for each CoS for distances within 250 network miles.

Performance Objective (≤ 250 miles)	Class of Service (CoS)		
	Premium	Priority	Basic
Latency (one way)	< 12ms	< 23ms	< 45ms
Jitter (one way)	< 2ms	< 23ms	< 45ms
Packet Loss (one way)	< 0.001%	< 0.01%	< 1%
Availability	> 99.99%	> 99.99%	> 99.99%

Figure 22: CoS Performance Objectives

3. **CoS Identification and Marking.** Customer must mark all packets using 802.1p CoS values as specified in Figure 33 to ensure the service will provide the intended CoS performance objectives specified in Figure 22.

CoS	802.1p
Premium	5
Priority	2-3
Basic	0-1

Figure 33: CoS Marking

4. **Traffic Management.** Comcast’s network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and

burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings.

5. **Maximum Frame Size.** The service supports a Maximum Transmission Unit (MTU) packet size of 1600 bytes to support untagged or 802.1Q tagged packet sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB).

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Ethernet Transport Version 1.1

Comcast's Ethernet Transport Services is backed by the following Service Level Agreement ("SLA"):

Definitions:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Transport Services PSA or the General Terms and Conditions.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means a failure of the Service to meet the "Performance Standards" set forth in Schedule A-1 to the Product-Specific Attachment for Ethernet Transport Services.

Service Level Agreement (SLA)

Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in Table 1 below. The term "Liability" refers to an interruption in transmission that renders the Service unusable due to a total loss of signal for the service or the output signal presented to the customer from Comcast does not conform to the technical specifications and performance standards in A-1 above. For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports an interruption in the portion of the Service to Company, provided that the Liability is reported by Customer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for Service Interruptions. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment.

TABLE 1

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR

THE INTERRUPTED SERVICE. SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

Monitoring, Technical Support and Maintenance

1. **Network Monitoring**. Comcast monitors Service on a 24x7x365 basis.
2. **Technical Support**. Comcast provides a toll-free trouble reporting telephone number to the Customer Business Services Network Operations Center ("BNOC") that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.
 - a. **Escalation**. Reported troubles are escalated within the Comcast BNOC to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within the Comcast BNOC as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.
 - b. **Maintenance**. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer.
3. Comcast provides certain Comcast Equipment for provisioning its services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering Services. Customers are required to shape their egress traffic to the Committed Information Rate ("CIR") identified in the Sales Order. Comcast will be excused from paying SLA credits if the Service Interruption is the result of Customer's failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided services.

Performance Standards

"Performance Standards" are set forth in Schedule A-I to the Product-Specific Attachment for Ethernet Service.

Response and Restoration Standards

Comcast has the following response and restoration objectives:

CATEGORY	TIME INTERVAL	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Fiber</i>	6 hours	Averaged Over A Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found not to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

Emergency Blocking

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

ATTACHMENT IDENTIFIER: Ethernet Transport, Version 1.1

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Transport Services:

DEFINITIONS

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

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

"**Interconnection Facilities**" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by provided by a local exchange company or other communications company).

"**Services**" means Ethernet Transport Services.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Transport Services. A further description of these Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

Service shall be provided by Comcast Business Communications, LLC.

**ARTICLE 3. REGULATORY APPROVAL;
TRAFFIC MIX**

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Customer represents that its use of Service hereunder will be jurisdictionally interstate. Customer agrees to indemnify and hold Comcast harmless from any claims by third parties resulting from or arising out of Customer's failure to properly represent or certify the jurisdictional nature of its use of Service.

ARTICLE 4. CUSTOM INSTALLATION FEE

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within

thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Service Order.

ARTICLE 5. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 6. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Performance Standards" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the specifications set forth in Schedule A-1 hereto; or (C) the date on which Customer first uses the Service.

**ARTICLE 7. TERMINATION CHARGES;
PORTABILITY; UPGRADES**

7.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twenty four (24) months.

7.2 Termination Charges.

A. In the event that Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service plus twenty percent (20%).

B. In the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

7.3 Exclusions. Termination Charges shall not apply to Service terminated by Customer (a) as a result of Comcast's failure to provision Service within the intervals specified in Article 3 of this attachment or (b) as a result of Comcast's material and uncured breach in accordance with Article 5.2 of the General Terms and Conditions.

7.4 Portability. Customer may terminate an existing Service (an "Existing Service") and turn up a replacement Service (i.e., having different termination points on Comcast's network) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to the remaining Service Term of the Existing Service; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

7.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (A) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service; (B) the

Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (C) Customer submits a Sales Order to Comcast for the Upgraded Service and that order is accepted by Comcast; (D) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (E) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade.

ARTICLE 8. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 9. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS; SERVICE LEVEL AGREEMENT

The technical specifications and performance standards applicable to the Service are set forth in Schedule A-1 hereto. The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto.



COMCAST ACCEPTABLE USE POLICY FOR BUSINESS SERVICES HIGH-SPEED INTERNET

Contents

- I. Prohibited Uses and Activities
- II. Customer Conduct and Features of the Service
- III. Network Management and Limitations on Data Consumption
- IV. Violation of this Acceptable Use Policy
- V. Copyright and Digital Millennium Copyright Act Requirements

Why is Comcast providing this Policy to my business?

Comcast's goal is to provide its customers with the best commercial cable Internet service possible. In order to help accomplish this, Comcast has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of Business Services Comcast High-Speed Internet service (the "Service"). This Policy is in addition to any restrictions contained in the Business Services Customer Terms and Conditions (the "Business Services Agreement") available at <http://www.comcast.com/corporate/business/terms1.html>. The Frequently Asked Questions (the "FAQs") at https://businessclass.comcast.net/wpportal/bizportal.portal?_nfpb=true&_pageLabel=wpHelp include explanations of how Comcast implements and applies many of the provisions contained in this Policy. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Business Services Agreement.

What obligations does my business have under this Policy?

All Comcast High-Speed Internet customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your business' failure to comply with this Policy could result in the suspension or termination of its Service account. In these cases, termination or other charges may apply. If your business do not agree to comply with this Policy, it must immediately stop all use of the Service and notify Comcast so that it can close your business' account.

How will my business know when Comcast changes this Policy and how will it report violations of this Policy?

Comcast may revise this Policy from time to time by posting a new version on the Web site at <http://www.comcast.com/corporate/business/terms1.html> or any successor URL(s) (the "Comcast Business Services Web site"). Comcast will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the Comcast Business Services Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Comcast announcements they receive and regularly visit the Comcast Business Services Web site and review this Policy to ensure that their activities conform to the most recent version. Your business can send questions regarding this Policy to, and report violations of it at, <http://security.comcast.net/get-help/contact-comcast-security.aspx>. To report a child exploitation incident involving the Internet, go to <http://security.comcast.net/get-help/report-a-security-threat-or-scam.aspx#childPornography>.

I. Prohibited Uses and Activities

What uses and activities does Comcast prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer-Provided Equipment, or the Comcast Equipment, either individually or in combination with one another, to:

Conduct and information restrictions

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;

- transmit unsolicited bulk or commercial messages commonly known as "spam";
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- use IRC (Internet Relay Chat) or other chat services or tools to flood chats, establish more than two (2) concurrent chat connections per device at any time, or use unattended clones, bots, or other automated programs to engage in chats;
- falsify, alter, or remove message headers;
- falsify references to Comcast or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

Technical restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent, breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for your business, logging into or making use of a server or account your business is not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by Comcast or any third party, except that your business may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- service, alter, modify, or tamper with the Comcast Equipment or Service or permit any other person to do the same who is not authorized by Comcast;

Network and usage restrictions

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions or tools implementing authorized internal business policies), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Comcast (or Comcast supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Comcast (or Comcast supplier) facilities used to deliver the Service;
- make the Service available to anyone other than your business or your business' authorized employees, contractors, or users (i.e. members of the public, customers of an establishment, hotel or motel guests and patrons, or persons in a residence hall or apartment building) unless done with Comcast's written approval in accordance with an applicable Business Services Agreement;
- resell the Service or otherwise make available to anyone outside the Service Location(s) the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by the applicable Business Services Agreement;

- connect the Comcast Equipment to any computer outside of your business' Service Location(s);
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
- interfere with Comcast's ability to control or block ports for safety and security purposes and as part of its overall network management;
- interfere with Comcast's use and control of its domain name server ("DNS") used in connection with the Service; and
- accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). Your business may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless expressly permitted by the applicable Business Services Agreement.

II. Customer Conduct and Features of the Service

What obligations does my business have under this Policy?

In addition to being responsible for its own compliance with this Policy, your business is also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an employee, contractor, customer, or guest with access to your business' Service account. Therefore, your business must take steps to ensure that others do not use your business' account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of all Service logins and passwords. In all cases, your business is solely responsible for the security of any device it chooses to connect to the Service, including any data stored or shared on that device.

It is also your business' responsibility to secure the Customer-Provided Equipment and any other Service Location(s) equipment or programs not provided by Comcast that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does Comcast address inappropriate content and transmissions?

Comcast reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to Comcast's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Comcast nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on online storage features such as websites and servers) made on the Service. However, Comcast and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Business Services Agreement, and applicable law.

What requirements apply to electronic mail?

The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I in this Policy. As described below in Section III of this Policy, Comcast uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer). Comcast's anti-spam approach is explained in the FAQs at https://businessclass.comcast.net/wpportal/bizportal.portal?_nfpb=true&_pageLabel=wpHelp.

Comcast is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address(es) by your business or by someone else trying to send e-mail to your business or its employees, contractors, or users. Comcast is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at Comcast's sole discretion. In the event that Comcast believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Comcast (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Comcast may at any time reserve any identifiers on the Service for Comcast's own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

Comcast Service plans limit the storage of messages on Comcast's systems to a set number of days and may set a fixed upper limit on the size and/or number of messages that you may send or receive through the Service. See the FAQs at https://businessclass.comcast.net/wpportal/bizportal.portal?_nfpb=true&_pageLabel=wpHelp for specific information about e-mail storage and sending and receiving limits. Neither Comcast nor any of its suppliers shall have any liability for the deletion of, or failure to store, messages or of the mis-delivery of, failure to deliver or the untimely delivery of messages.

Comcast helps protect its customers from viruses and other unwanted content and programs included in e-mails. Comcast's e-mail servers and other systems employ various virus detection and prevention tools that it updates frequently to respond to the latest threats on the Internet. These tools will automatically remove viruses and other unwanted material from e-mails whenever possible. This applies both to e-mails your business sends as well as to e-mails your business receives. Comcast's systems also may scan all incoming and outgoing e-mail traffic over the Service using automated tools applying recognized and commonly used techniques for identifying

and blocking spam and other unwanted or harmful code or content.

What requirements apply to instant, video, and audio messages?

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Comcast assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. In the event that a Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

What requirements apply to web hosting services?

As part of the Service, Comcast provides various web hosting services that your business can subscribe to and which include, among other features, domain name hosting, website hosting, file storage, and file transfer (collectively, the "Web Hosting Services"). Your business is solely responsible for any information that it or others publish or store on the Web Hosting Services. Your business is also responsible for ensuring that all content made available through the Web Hosting Services is appropriate for those who may have access to it. For example, your business must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Comcast reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Section 1 in this Policy. For purposes of this Policy, "material" refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Comcast may remove or block content contained on your business' Web Hosting Services and terminate its Web Hosting Services and/or your business' use of the Service if we determine that your business has violated the terms of this Policy.

What requirements apply to my business' Service account Internet reputation?

Comcast provides the Service for use in your business. Most everything your business does using the Service will be directly attributable to it and affect its reputation. However, because Comcast provides the systems to deliver the Service, there are some things that your business can do using the Service that are directly attributable to Comcast and affect its reputation. Most obviously, if your business uses the Service to send spam (or what spam reporting services or recipients classify as spam) or uses the Web Hosting Services for an improper purpose such as phishing, these activities may affect Comcast's reputation because of its ownership of the IP addresses associated with the Service. Of course, these activities also violate this Policy.

Comcast reserves the right to suspend or terminate Service accounts when your business' use of the Service or any of its features, such as Web Hosting Services, negatively impacts Comcast's reputation as determined in its sole discretion. For example, any use of the Service or its features that results in your business' Service account, or any associated Comcast information, being listed on, for example, spam reporting web sites such as Spamhaus, SBL, ROKSO, TrendMicro Maps, or SenderScore Blocklist, or anti-phishing or anti-spyware services, may result in Comcast suspending or terminating your business' Service account. In these situations, Comcast prefers to work directly with your business to address the problems causing the harm to Comcast's reputation so that they do not happen again.

III. Network Management and Limitations on Data Consumption

Why does Comcast manage its network?

Comcast manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Comcast works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. Comcast tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

The need to engage in network management is not limited to Comcast. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that Comcast does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, Comcast can deliver the best possible broadband Internet experience to all of its customers. Visit the Comcast Business Services Network Management Policy page at <http://www.comcast.com/Corporate/Business/network-management-policy.html> for more information.

How does Comcast manage its network?

Comcast uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Business Services Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that Comcast may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Are there restrictions on data consumption that apply to the Service?

The Service is for commercial use only in a small, medium, or large business as determined by the applicable Business Services Agreement. Therefore, Comcast reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical commercial user of the Service as determined by the company in its sole discretion, or where it exceeds published data

consumption limitations. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups. Your business must also ensure that its use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Comcast in its sole discretion) an overly large burden on the network. In addition, your business must ensure that its use of the Service does not limit or interfere with Comcast's ability to deliver and monitor the Service or any part of its network.

If your business uses the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, Comcast may, in its sole discretion, suspend or terminate your business' Service account or request that it subscribe to a different version of the Service if it wishes to continue to use the Service at higher data consumption levels. Comcast may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Business Services Agreements. Comcast's determination of the data consumption for Service accounts is final.

IV Violation of this Acceptable Use Policy

What happens if your business violates this Policy?

Comcast reserves the right immediately to suspend or terminate your business' Service account and terminate the Business Services Agreement if it violates the terms of this Policy or the Business Services Agreement.

How does Comcast enforce this Policy?

Comcast does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Comcast has no obligation to monitor the Service and/or the network. However, Comcast and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Comcast users.

Comcast prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Comcast also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Comcast's intervention. However, if the Service is used in a way that Comcast or its suppliers, in their sole discretion, believe violates this Policy, Comcast or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service (including but not limited to newsgroups). Neither Comcast nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Comcast's exclusive remedies and Comcast may take any other legal or technical actions it deems appropriate with or without notice.

Comcast reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Comcast's servers and network. During an investigation, Comcast may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. Your business expressly authorizes and consents to Comcast and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your business' Service account, Comcast is authorized to delete any files, programs, data, e-mail and other messages associated with your business' account (and any secondary accounts).

The failure of Comcast or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Your business agrees that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Your business agrees to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your business' indemnification will survive any termination of the Business Services Agreement.

V Copyright and Digital Millennium Copyright Act (DMCA) Related to

What is Comcast's DMCA policy?

Comcast is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, your business may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Comcast's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Comcast, in its sole discretion, believes is infringing these rights. Comcast may terminate the Service at any time with or without notice for any affected customer or user.

How do copyright owners report alleged infringements to Comcast?

Copyright owners may report alleged infringements of their works that are stored on the Service or the Web Hosting Services by send-

ing Comcast's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Comcast's receipt of a satisfactory notice of claimed infringement for these works, Comcast will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Web Hosting Services or (ii) disable access to the work(s). Comcast will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may send Comcast a notification of claimed infringement to report alleged infringements of their works to:

J. Opperman & M. Moleski
Comcast Cable Communications, LLC
701 East Gate Drive, 3rd Floor
Mount Laurel, NJ 08054 U.S.A.
Phone: 888.565.4329
Fax: 856.324.2940
Email: dmca@comcast.net

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Comcast, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

What can customers do if they receive a notification of alleged infringement?

If your business receives a notification of alleged infringement as described above, and it believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then your business may send a counter notification to Comcast. Upon Comcast's receipt of a counter notification that satisfies the requirements of DMCA, Comcast will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, your business expressly agrees that Comcast will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against your business, it can file a counter notification with Comcast's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Revised and effective: January 1, 2009



PRIVACY STATEMENT

Privacy Practices and Information

Welcome to this website, a service of Comcast Corporation and its subsidiaries (collectively, "Comcast," "we," or "us"). This statement discloses the privacy practices for this website only, including an explanation of:

- the categories of personally identifiable information about you that may be collected;
- how the information is used;
- the categories of persons or entities with whom the information may be shared;
- the choices that are available to you regarding collection, use, and distribution of the information;
- how you can opt in or out of Comcast promotional e-mail;
- the kind of security procedures that are in place to protect the loss, misuse or alteration of information;
- how you can review and request changes to the information;
- how we notify visitors and users of this website of changes to this privacy statement; and
- the privacy policies that apply to subscribers to each Comcast product and service.

Questions regarding this statement should be directed to Comcast through one of the Contact Us forms you will find on the website, or by mailing a notice to:

Comcast Corporation
One Comcast Center
Philadelphia, PA 19103
Attention: Comcast.com Privacy Feedback

Information Collection and Use

A special note about children: This website is not directed to children under the age of 13, and Comcast does not knowingly collect personally identifiable information from anyone under the age of 18 on this website unless expressly specified on the appropriate pages of the website. However, some pages of the website may be of interest to children. On those pages, Comcast or its service providers may provide a special notice or other information describing any additional privacy protections that may apply. Children should always get permission from a parent or legal guardian before sending any information about themselves (such as their names, e-mail addresses, and telephone numbers) over the Internet, to us or to anyone else.

What categories of personally identifiable information do we collect?

The information collected by Comcast falls into two categories: (1) information voluntarily supplied by visitors to and users of the website and (2) tracking information recorded as visitors and users navigate through the website. Some of this information is personally identifiable information, but much of it is not. Personally identifiable information is information that identifies a particular person.

To make use of some features on our website visitors and users need to register and provide certain information as part of the registration process. We may ask, for example, for your name, e-mail address, street address, zip code, and, if you wish to automate payments, financial account information. We might also request information about your residence, television, and computer, for example, in order to process your request for new service or make changes to existing service. In addition, we may ask you for information about your interests in television viewing, sports, personal finance, the performing arts, and the like. The information you supply will help us to offer you more personalized features, complete the particular function of the website you are using, and tailor our website to your interests to make it more useful to you. Our systems will remember some of this information the next time you log in and use our website, but you can always review and change your information by following the instructions below under Changes to Information in this statement.

The more you tell us about yourself, the more value we can offer you. Supplying this information is entirely voluntary. But if you choose not to supply the information, we may be unable to provide you with the products and services we make available to other users of and visitors to our website. And you will not be able to order selected products or services, or automate payments, over our website unless you provide certain personally identifiable information about yourself. When you submit any personally identifiable information over this website, Comcast (i) will use the information for the purposes described at the time you submit it (for example, your name, address, telephone number, and e-mail address provided while ordering one of our products or services will be used in connection with the pro-

cessing and fulfillment of your order) and (ii) may use the information to contact you to make you aware of other products and services of interest. Of course, if you want to remain completely anonymous, you're still free to take advantage of the publicly available content on our website without registration.

What information do we collect and how do we use it? (Do I have any control over the information we collect?)

We consider the personally identifiable information contained in our business records to be confidential. 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 service providers and vendors, and to others who provide products and services to us. For example, when you use certain functions on this website you may notice that the website actually collecting or processing the information may be other than a Comcast website. 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. For example, we may be required by law to disclose personally identifiable information about you without your consent and without notice in order to comply with a valid legal process such as a subpoena, court order, or search warrant.

What do we do to personalize your use of this website?

To help make our website more responsive to the needs of our users and visitors, we use a standard feature of browser software called a "cookie." We use cookies to help us tailor our website to your needs, to deliver a better, more personalized service, and to remember certain choices you've made so you don't have to re-enter them.

Comcast uses cookies, among other things, to remember your username and password, if you choose to store them, from the home page of the website at www.comcast.com, as well as to remember some of your personalization preferences and website features. Comcast does not store your name or other personal information in cookies. You may read about enabling, disabling, and deleting cookies at www.comcast.com at any time by searching for "cookie" and clicking on the link for the topic you wish to read. Of course, if you set your browser not to accept cookies or you delete them, you may not be able to take advantage of the personalized features enjoyed by other visitors to and users of our website.

The cookies we use don't directly identify visitors to or users of our website as particular persons. Rather, they contain information sufficient to simplify and improve a visitor's or user's experience on our website. For example, we may use session-based cookies to track the pages on our website visited by our users. We can build a better website if we know which pages our users are visiting and how often. Or, we may use persistent cookies to simplify access to a user's account information over our website, for example.

In connection with the standard operation of Comcast's systems, certain non-personally identifiable information about visitors to this website is recorded. This information is used primarily to tailor and enhance visitors' experience using the website. We may use this information in an aggregate, non-personally identifiable form to, among other things, measure the use of our website and determine which products and services are the most popular with website visitors.

We may also use an advertising network provider (or providers) to help present advertisements or other content on this website. This advertising network provider uses cookies, web beacons, or similar technologies on the hard drive of your computer to serve you advertisements or content tailored to interests you have shown by browsing on this and other websites you have visited. It also helps determine whether you have seen a particular advertisement or content before and in order to avoid sending you duplicates. In doing so, the advertising network provider collects non-personally identifiable information such as your browser type, your operating system, web pages visited, time of visits, content viewed, ads viewed, and other click stream data.

The use of cookies, web beacons, or similar technologies by these advertising network providers is subject to their own privacy policies, not Comcast's privacy policy for this website. If you do not want the benefits of these advertising cookies, you may opt-out of them by visiting http://www.networkadvertising.org/consumer/opt_out.asp.

What do we do to help you control the information we collect? (Do I have any control over the information we collect?)

You may choose to receive, or not receive, promotional e-mails about Comcast's products and services by going to the Internet web page located at www.comcast.com/preferences and following the instructions there. If you have otherwise provided your e-mail address to Comcast, or Comcast has already obtained it, then Comcast may have already contacted you about receiving promotional e-mails separately.

Other Websites

To make our website more valuable to our visitors, we may offer some features in conjunction with other providers. Our website may also include links to other websites whose privacy policies and practices we don't control. Once you leave our website by linking to another one (you can tell where you are by checking the address --known as a URL-- in the location bar on your browser), use of any information you provide is governed by the privacy policy of the operator of the website you're visiting. That policy may differ from ours. If you can't find the privacy policy of any of these websites via a link from the site's homepage, you should contact the website directly

for more information.

Security

All information gathered on our website is stored within a database accessible only to Comcast and its specifically authorized contractors and vendors. However, as effective as any security measure implemented by Comcast may be, no security system is impenetrable. We cannot guarantee the complete security of our database, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet. If you don't want us to know any particular information about you, don't include it in anything that you submit or post to this website or send to us in e-mail.

Changes to Information

You may review and change information that you provide to us through this website by returning to the pages where you entered it, and reviewing or changing the information directly. You may also request changes to some information, such as billing and account information if you are a Comcast customer, by calling Comcast at 1-800-COMCAST, if you are able to verify your identity using a Comcast account number, personal identification number or PIN, or another identifier requested by Comcast.

Changes to this Privacy Statement

We may change this privacy statement from time to time. If we change this privacy statement at some point in the future, we'll post the changes on our website and by continuing to use the website after we post any changes, you accept and agree to this privacy statement, as modified.

Privacy Policies for Comcast Products and Services

This privacy statement discloses the privacy practices for this website only. Comcast supplies a copy of the privacy notice that applies to our cable television, high-speed Internet, and phone products and services separately to our subscribers. You may also view this privacy notice at www.comcast.com at any time by searching for "privacy policy" and clicking on the link for the privacy notice.

Effective: August 18, 2008

FULTON COUNTY GOVERNMENT



North Service Center
7741 Roswell Rd
Atlanta, GA 30350 **Site B**

Customer Network
1000Mbps ENS

South Service Center
Site C 5600 Stonewall Tell Road
Atlanta, GA 30349

Customer Network
1000Mbps ENS

Fulton County Airport
3977 Aviation Circle
Atlanta, GA 30336 **Site D**

Customer Network
1000Mbps ENS
1000Mbps EPL

Government Center
Site A 141 Pryor Street SW
Atlanta, GA 30303

Customer Network
1000Mbps ENS
1000Mbps EPL

Fulton County Jail
1101 Jefferson Street
Atlanta, GA 30318 **Site J**

Customer Network
1000Mbps ENS

Site E **Justice Center**
160 Pryor Street SW
Atlanta, GA 30303

Customer Network
1000Mbps ENS

