

Comcast Business Communications, LLC Dark Fiber Lease Agreement

This Dark Fiber Lease Agreement (“Agreement”) is made on the ____ day of _____ (“Effective Date”) by and between Comcast Business Communications, LLC (“Company or Comcast”) with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and City of Alexandria (“Customer”), with offices located at 123 N. Pitt St., Alexandria, VA 22314. Herein, the above shall be collectively referred to as the “Parties” and individually as “Party”.

Description of Facilities (“Facilities”): Multi-strand fiber optic cable, and a termination shelf at each Customer Site.

Dark fiber strands as set forth in Schedule A attached hereto.

Agreement Number: VA-KTayl-030422-KA01	
MSA ID #: VA-2230010-thill	
Term of Agreement (months): Sixty (60)	
Non-Recurring Charges (“NRC”): \$0.00	
Any Additional Charges/Explanation: \$0.00	
Number of Sites: Seventy-nine (79)	Facility Availability Date: On or after October 5, 2021
Total Monthly Recurring Charges (exclusive of applicable taxes, surcharges, fees and/or payment obligations, as set forth in the Agreement) (“MRC”): \$47,850.00	
Sales Person: Kennedy Taylor	
General Manager: John Stinebaugh	
Customer Contact: Smail Farid	

This Agreement sets forth the terms and conditions under which Comcast will provide the Facilities identified above to Customer. This Agreement consists of this document (“Cover Page”), the standard General Terms and Conditions attached hereto (“General Terms and Conditions”), and Schedule A, 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 mutual execution of this Cover Page by the Parties. 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.

By signing below, the Parties agree and accept the terms and conditions of this Agreement.

City of Alexandria		Comcast Business Communication, LLC	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

GENERAL TERMS AND CONDITIONS

SECTION 1 - SCOPE

1.1 Company will lease to Customer the strands of Company's multi-strand single mode fiber-optic cable (the "Facilities," which may be referenced herein as the "Services," but no service other than the provision and maintenance of these Facilities is provided under this agreement), which strands shall originate at the points and terminate to the Customer "Buildings" and at the prices as set forth in the attached Schedule A attached hereto. These strands and all related facilities and equipment are hereinafter referred to as the "Facilities." Customer agrees that it will light and immediately use all strands for its broadband needs. The Facilities are provisioned into each Building at the point of interconnection between the Comcast-owned Facilities and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Facilities do 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 facilities or services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

SECTION 2 - INSTALLATION

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

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 Facilities 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 the Facilities. 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 Facilities 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 Facilities shall be compatible with Comcast's other facilities, equipment, and services provided to itself or any other party (the "Network"). All maintenance and any related construction will be performed by Comcast in accordance with this Agreement.

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

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

2.9 Any other failure or refusal on the part of Customer to be ready to receive the Facilities shall not relieve Customer of its obligation to pay charges for any Facilities 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 Facilities must be fully compatible with the Facilities. 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 FACILITIES

3.1 The Facilities and all other portions of the Network are 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 Facilities or Network, or exposes Company or the Facilities, Network, or any Company-provided equipment, or on the rights or title relating thereto, or any interest therein, to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties, and Company will promptly at its own expense take all actions necessary to remedy any violation of this provision.

3.2 Upon the expiration or earlier termination of this Agreement, Company shall have the right to remove the Facilities or Network including, but not limited to, those portions that are located in the buildings, up to the Demarcation Point. 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.

3.3 In accordance with the Federal Communications Commission's Order in FCC 99-216, released August 11, 1999, the Parties agree to the terms set forth in this section. All equipment located on Customer's premises installed or provided under this Agreement by Company, including, without limitation, fiber optic cables and a termination shelf at each Customer Site, is an integral component of the Facilities provided by Company and will only be used in connection therewith. All right, title, and interest in the Facilities and any other equipment or facility provided by Company shall, at all times, remain exclusively with the Company, shall not become a fixture to Customer's premises, and must be returned to Company at the conclusion of the Term (unless a new similar agreement has been executed or is being actively negotiated by both parties) in the condition in which it was received, subject to ordinary wear and tear. At the conclusion of the Term or the earlier termination of this Agreement, all rights of Customer to the Facilities shall cease and Company may, at its option, disconnect, terminate, remove or use the Facilities for any other purpose. Company may also disconnect, terminate, remove or use the Facilities at any individual Site for any other purpose, upon disconnection of a Site in response to a request from Customer. Company may use such equipment and its Network in any lawful manner, including supporting its network or providing service to other customers, provided that Customer and other governmental and nonprofit entities that are located in the City of Alexandria at Service locations where the Facilities are located and are authorized users of Customer's internal communications network shall be the sole users of the Facilities during the Term. Customer will not sell, lease, assign nor encumber any equipment provided by Company. Company does not provide any option to Customer to purchase any such equipment. Customer agrees not to interfere with other customers' use of the Company services or equipment, including any Company equipment located on Customer's premises. Customer represents and warrants that its internal communications systems, such as a Local Area Network ("LAN"), would continue to function if disconnected from the Company Network or disconnected from any on-premises equipment provided by Company.

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 Facilities are set forth in the attached Schedule A and on the first page of the Agreement. Upon the availability of Facilities, Company shall 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 forty-five (45) days after the invoice date set forth in the invoice; provided, however, that Comcast shall provide Customer with a fifteen (15) day grace period immediately subsequent to such forty-five (45) day payment remittance period (the "Grace Period") and payments received by Comcast prior to the expiration of the Grace Period shall be considered timely. Any charges not paid to Company within such period will be considered past due. In the event the Facilities Availability Date is not the first day of the billing period, the first Recurring Charge shall also include the *prorated* 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 acceptable to Comcast prior to the Facility Availability Date. 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 the Facilities, including all applicable right-of-way, franchise, pole attachment, pole rental and/or other permitting, rental or joint use fees in proportion to its activities hereunder. 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 Facilities, including, without limitation, charges to recover amounts that Company is permitted 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 the Facilities, Customer shall, pursuant to the terms set forth in this Section 4.4, pay Company's additional costs of providing the Facilities under the new law, rule, regulation or judgment. Notwithstanding the foregoing, Customer's obligation to pay Company's additional costs as contemplated in this Section 4.4 shall be subject to appropriation of such funds. In the event funds are not appropriated by the City Council of the City of Alexandria during any fiscal period of the term of Service ordered under this Agreement, Customer shall not be required to pay such amounts, provided, that, Customer agrees (a) it has sixty (60) days to notify Comcast in writing of the non-appropriation of such funds, (b) to provide Comcast with a copy of the non-appropriation of funds notification, (c) it will not use non-appropriations as a means of terminating the Sales Order in order to acquire functionally equivalent products or services from a third party, and (e) Comcast shall have the right to terminate this Agreement, or any Sales Order, in its entirety without incurring further obligations or liabilities. In the event Comcast terminates the

Sales Order or Agreement under this provision, neither Party shall have any further obligation to the other Party with respect to such Agreement or Sales Order (as applicable), excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered, for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of Customer under the Sales Order, all of which are to be paid by Customer to Comcast within thirty (30) days of the invoice date..

SECTION-5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for sixty (60) months from the Facility Availability Date ("Term"). 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 Term or the then current Renewal Term. Beginning ninety (90) days before the end of the Term, either party may request that the parties begin negotiations on a renewal of this Agreement for a new term longer than one (1) year, or a replacement of this Agreement, by delivering written notice to the other party. Upon receipt of such notice, the other party shall make itself available for such negotiations and the parties shall negotiate in good faith. Effective at any time after the end of the initial Term, Company may modify the charges for the Facilities to reflect then-current prevailing pricing subject to forty-five (45) days prior notice to Customer, provided that (i) the amount of any increase in such charges shall not exceed the amount of any increase in the Consumer Price Index for all Urban Consumer ("CP-U"), as reported by the United States Bureau of Labor Statistics, for the period beginning on the Effective Date and ending on the date the new pricing takes effect; and (ii) any such charges shall not be increased more frequently than once in any twelve-month period. Customer will have ninety (90) days from receipt of such notice to cancel the applicable lease of Facilities without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified 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 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 access to the Facilities 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 payments due for Facilities actually provided.

(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 – MAINTENANCE

Maintenance consists of the repair or replacement, at Company's option, of any portion of the Facilities that is malfunctioning. Company will maintain the Facilities twenty-four (24) hours a day, seven (7) days per week, every day of the year. Company is responsible for the maintenance of the Facilities. Company shall be responsible for all maintenance and repair costs that Company incurs in connection with maintaining or repairing the Facilities, provided, however, that, Customer agrees to pay for its maintenance and repair costs of the Facilities at Company's then-existing applicable rates for materials (including, but not limited to, fiber and fiber splices) and the pro-rata portions of all fees and charges incurred by Company in connection with providing the Facilities, if the maintenance or repairs are caused by Customer-provided equipment, Customer's acts or omissions, or the acts or omissions of third parties with whom Customer has a relationship. Customer shall compensate Company for Company's labor costs of each such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge. All maintenance and repair of the Facilities shall be performed by or under the direction of Company. Customer may not, nor

permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Facilities or equipment installed by Company, except with the written consent of Company, which consent shall be at Company's sole discretion.

SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

8.1 Company and its affiliates 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 cost of substitute product(s), facilities, or services, loss of 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 any Facility or Service (individually or collectively, "Liability") 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. Notwithstanding the foregoing, Company shall not be liable for such Credits if the event is caused in part by force majeure events or Customer's (or Customer's equipment's) actions or omissions.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Facilities 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 employee's 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 party's warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

SECTION 9 – INDEMNIFICATION

9.1 Subject to Section 8, Company will indemnify and hold harmless Customer, its officers, elected and appointed officials, employees, 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 Customer shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by Customer for which Customer is legally responsible, with respect to any activity or function conducted by any person, including, without limitation, any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or government body, other than the Company pursuant to this Agreement, subject to any and all defenses and limitations of liability provided by law.

9.3 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.

9.4 "Indemnified Party" shall mean a party entitled to indemnification under this Agreement. "Indemnifying Party" shall mean the other party providing such indemnification.

SECTION 9A - USE POLICIES

9A.1 Customer agrees to ensure that all uses of the Facilities by Customer or by any other person ("user"), whether authorized by Customer or not, are legal, appropriate and compliant with all applicable rules, regulations, and orders of any governmental authority having jurisdiction over the Facilities, and this Agreement. Customer shall not use, or permit any other entity or person to use, the Facilities to provide internet access service, cable television service, telecommunications, or any other services to any third party, or any services to or from locations other than the locations set forth in Schedule A. Company reserves the right to act immediately and without notice to terminate or suspend all rights to use the Facilities if Company (i) determines that such use or information does not conform to the requirements set forth in this Agreement, or (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others. Company's action or inaction in enforcing the requirements of this Section 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 rights to access to the Facilities, 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

Notwithstanding Sections 9A.1 and 9A.2, Company acknowledges that Customer intends to provide other governmental entities and certain nonprofit organizations located within the City of Alexandria access to the Facilities at certain locations, and that such entities and organizations shall be permitted to use the Facilities, under the control of Customer and in accordance with this Agreement, for the purpose of transmitting telecommunications signals and obtaining access to the internet.

SECTION 10 - INSURANCE

Customer shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, General Liability Insurance, with competent and qualified issuing insurance companies, including the following coverages: Product Liability; Hazard of Premises/Operations (including explosion, collapse and underground coverages); Independent Contractors; Products and Completed Operations; Blanket Contractual Liability (covering the liability assumed in this Agreement); Personal Injury (including death); and Broad Form Property Damage in policy or policies of insurance such that the total available limits to all insureds will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$2,000,000 aggregated for each annual period. Such insurance may be provided in policy or policies, primary and excess, including the so-called Umbrella or Catastrophe forms and each such policy shall be endorsed to show Company, its parent and affiliates and its and their directors, officers, agents, servants,

employees and independent contractors as additional insureds. In addition, Customer shall maintain in effect, with insurance companies of recognized responsibility, at its own expense, (i) "All Risk" property insurance coverage with limits sufficient to cover the full replacement cost of the Facilities with no co-insurance, (ii) Business Interruption coverage on an actual loss sustained basis, and (iii) such other insurance as may be required by any applicable franchise and/or pole attachment or conduit license agreements, as applicable and naming Company as the loss payee. All policies required by this Section shall require the insurance companies to notify Company at least thirty (30) days prior to the effective date of any cancellation or material modification of such policies.

SECTION 11 - ASSIGNMENT

11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, nor 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, condemnation of any part of the Network used to provide the Facilities or Services, 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, including, without limitation, the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700-3715.

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 the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700-3715.

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:

Attn: City of Alexandria
123 N. Pitt St.
Alexandria, VA 22314
ATTN: General Counsel

To Company:

Attn.: VP – Business Services
Comcast Cable Communications Management, LLC
1701 JFK Blvd / One Comcast Center
Philadelphia, PA 19103

With a copy to:

Attn.: Cable Law Department - Operations
Comcast Cable Communications, LLC.
1701 JFK Blvd / 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.

SECTION 28 – BUSINESS DOWNTURN

[See amendment for Business Downturn provision]

SECTION 29 – SERVICE LEVEL AGREEMENT

29.1 Definitions

“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 an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be “Available” in the absence of a Service Interruption.

29.2 Comcast’s liability and Customer’s sole remedy for Service Interruptions, and 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 the Table below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order (**“Availability Credit”**). For the purposes of calculating credit for a Service Interruption, the **“Length of Service Interruption”** begins when the Customer reports such Service Interruption and a trouble ticket is opened and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption, less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer’s account on a per-month basis exceed 50% of the total monthly recurring charge (**“MRC”**) associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. Once Comcast determines that Customer is eligible to receive Availability Credits for any Service Interruptions, Comcast will provide such Availability Credits in accordance with the table below. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, Customer Premises Equipment, or any other items set forth in the “Exceptions to Credit Allowances” section below.

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC of affected site(s)
At least 4 hours but less than 8 hours	10% of Total MRC of affected site(s)
At least 8 hours but less than 12 hours	20% of Total MRC of affected site(s)
At least 12 hours but less than 16 hours	30% of Total MRC of affected site(s)

At least 16 hours but less than 24 hours	40% of Total MRC of affected site(s)
At least 24 hours or greater	50% of Total MRC of affected site(s)

Separately occurring service interruptions are not aggregated for the purposes of determining credit allowances.

29.3 Exceptions to Terms Applicable to Service Level Agreements

1. Emergency Blocking

RESERVED.

2. Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within one hundred and twenty (120) days of the beginning of the Service Interruption. 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.

3. Exceptions to Credit Allowances

Comcast's failure to meet the Service Level Agreement in this Section 29 shall not qualify for the remedies set forth herein if such failure is related to, associated with, or caused by: Planned Service Interruptions or other 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.

4. Other Limitations

The total credit allowances per calendar month under this section 29 is capped at 50% of that month's MRC for the affected sites. In addition, 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.

SECTION 30 – PORTABILITY

RESERVED.

