



## MASTER SERVICES AGREEMENT – ENTERPRISE CUSTOMERS C607450-25

**THIS MASTER SERVICES AGREEMENT** (“Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_, 2025 (“Effective Date”) by and between: Cox Nevada Telecom, LLC dba Cox Business (collectively, “Cox”) on behalf of itself and its regulated and franchised affiliates (referred to herein as the “Cox Affiliates”) and; (2) Clark County (“Customer”) having an office at 500 Grand Central Pkwy Las Vegas, NV Cox and Customer shall be referred to in this Agreement as the “Parties”.

**WHEREAS**, Cox, by and through its franchised and regulated Cox Affiliates is authorized to provide certain commercial Cox services including without limitation, voice, video, data, and Internet services described in this Agreement (collectively “Services”); and

**WHEREAS**, Customer desires to purchase the Services from Cox under the terms and conditions contained in this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties mutually agree as follows:

**1. Term.** The term of the Agreement shall begin on the Effective Date and shall continue for an initial term of thirty-six (36) months (“Initial Term”). Upon expiration of the Initial Term, the Customer shall have the option to renew for seven (7) one-year periods (“Renewal Terms”). The Initial Term and Renewal Terms may collectively be referred to as the “Term”. The Term of Service for each Service ordered pursuant to a mutually executed Service Order (the “Service Order Term”) shall begin upon installation and activation of the Service by Cox and shall continue for the term set forth in the Service Order, and thereafter shall continue in effect on a month to month basis (but not to exceed the length of the Initial Term and the Renewal Terms set forth in this Section 1) and either party may terminate the Order upon thirty (30) days prior written notice during any month to month renewal term. This Agreement shall be deemed to survive termination or expiration for Service Orders Terms that continue beyond the Term of this Agreement, and the terms and conditions in this Agreement shall govern the provision of Services under such Service Orders. After expiration or termination of the Term of this Agreement, Customer shall not be authorized to purchase additional Services under this Agreement.

**2. Use of Service.** Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer shall not resell any Service (including any portion thereof) to any third party and the Services shall only be used for Customer’s own commercial use. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not

interfere or impair the Cox network or Cox Equipment; (ii) complies with Cox’s Acceptable Use Policy (“AUP”), a copy of which is set forth under attached **Exhibit E** and which is incorporated herein by reference; and (iii) is in accordance with the terms and conditions of this Agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Cox may change the AUP from time to time during the Term. Customer’s continued use of the Services following an AUP change shall constitute acceptance of the revised AUP, however no such change to the AUP shall result in a material adverse impact on Customer’s rights or obligations under this Agreement or Customer’s use of the Services. In the event of any such material adverse impact, which Cox is unable to provide a reasonable cure for within thirty (30) days following Cox’s receipt of written notice from Customer identifying the material adverse impact, Customer will have the right to terminate the impacted Services by providing written notice of such termination within thirty (30) days.

### **3. Service Order Process; Installation; Serviceability; and Scope of Agreement**

**3.1 Service Order Process.** To determine the availability of Services and to request Services under this Agreement, Customer shall contact Cox identifying the requested Service location, term of service, type of Service, desired installation date, and another information reasonably requested by Cox to determine the availability of Service. Upon receipt of Customer’s information, Cox shall respond to Customer and either (i) submit to Customer a Service Order, similar to the Service Order form set forth in **Exhibit C** (the “Service Order”), with the Service information including price, term of service, delivery date and other terms and conditions upon which Cox can provide the requested Service, or (ii) respond to Customer declining to provide the requested Service. Cox may reject any request for Services at its sole discretion. Service Orders submitted by Cox shall be valid for acceptance by Customer for a period of thirty (30) days and thereafter Cox may refuse to accept such Service Orders. To order Service, Customer shall execute the Service Order submitted by Cox and return a copy to Cox. Upon Acceptance of the executed Service Order by Cox, the Service Order shall be automatically incorporated into this Agreement. All Service Orders are subject to the terms and conditions of this Agreement.

**3.2 Installation.** Unless directed otherwise by Cox, Customer is responsible for arranging all necessary rights of access for Cox from the public rights of way to Customer’s premises, including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and

equipment provided by Cox. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox's equipment. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's reasonable control.

**3.3 Serviceability.** All Services under this Agreement shall be subject to the availability of Cox facilities to provide the Services. Moreover, while Cox or a Cox Affiliate(s) may be authorized to provide Services in a certain service area, the Cox network and facilities may not extend to all locations. Cox shall have no obligation to provide Services if Customer's premises are not serviceable by the Cox network or are located outside Cox's service area. Cox shall be solely responsible for determining whether Customer's location is serviceable. If Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate the applicable Service Order without liability.

**4. General Terms.** The "General Terms" set forth on attached Exhibit D are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**5. Pricing.** Customer may request Services from Cox at the prices set forth in Exhibit A. If pricing for any Service is not identified in Exhibit A, Cox may provide pricing on an individual case basis. Moreover, pricing may vary, or additional charges may apply, for certain locations. The pricing set forth on attached Exhibit A will not be increased by Cox for the first sixty (60) months of the Term of this Agreement. Thereafter, Cox may, in writing, revise the prices for Services set forth in Exhibit A at any time by delivering to Customer a revised Exhibit A. The revised Exhibit A shall apply prospectively to Customer Service Orders submitted after Customer's receipt of the revised Exhibit A. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term and during any Service Order Term. Cox may change the rates for telecommunication Service subject to a Cox tariff or SG periodically during the Term and during any Service Order Term. Taxes, fees and surcharges are additional amounts due by Customer and are also subject to change from time to time. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**6. Payment.** Customer shall pay Cox all monthly recurring charges ("MRCs"), all usage charges for Services, and all non-recurring charges ("NRCs"), if any, by the due

date on the invoice which shall be at least thirty (30) days from Cox's issuance of the invoice.

**7. E911 Services.** IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES IS INCLUDED IN THE GENERAL TERMS AND ON THE WEBSITE <http://www2.cox.com/business/voice/regulatory.cox>.

**8. Ownership of Equipment.** This Agreement shall not, and shall not be deemed to, convey to Customer, title or ownership rights to any of the equipment or network facilities used by Cox to deliver the Services to Customer. All equipment, network and transmission facilities used by Cox to provide the Services under this Agreement (the "Cox Equipment") is the sole and exclusive property of Cox. For any Cox Equipment installed at Customer's premises, Customer is responsible for damage to Cox Equipment. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall not make any connections to the Cox Equipment which are not expressly authorized in writing by Cox or permit tampering, altering or repair of the Cox Equipment by any person other than Cox's authorized personnel. Cox reserves the right to substitute, change, or rearrange Cox Equipment used to provide the Services so long as the quality or type of Service is not impaired or degraded.

**9. Maintenance.** Cox shall use commercially reasonable efforts to perform maintenance work on Cox Equipment that will not, in most circumstances, result in interruptions or degradation of Service. All maintenance will be performed in a workmanlike manner consistent with industry standards. Cox shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish.

**10. Service Credits.** To the extent that Services are temporarily unavailable, interrupted, degraded, incur an outage or Service Interruption (as may be defined in the SLA), or otherwise encounter any other issue, Customer's sole and exclusive remedy shall be the service credits or the limited right to terminate as provided in the applicable Service Level Agreement ("SLA") (if any) attached as Exhibit B to this Agreement, subject to all terms and limitations in the applicable SLA. For any service locations served via a third party (i.e. Type-II site), Cox may pass through any service credits it receives from the third party service provider associated with an applicable service issue not to exceed the service credit amount stated in the SLA.

**11. Representations and Warranties.** Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform the obligations of Customer under this Agreement and (ii) by entering into this Agreement with Cox, Customer shall not be in violation of any agreement it has with a third-party. Cox represents and warrants to Customer as follows: (i) Cox and/or the applicable Cox Affiliates are duly authorized to provide the Services; (ii) by entering into



this Agreement with Customer. Cox shall not be in violation of any agreement it has with a third-party relating to the provision of Services; and (iii) Cox is a duly organized entity in the State of Delaware.

If Customer orders transport Service(s) (e.g. Private Line Type Services, Ethernet Services), Customer acknowledges that if (i) the transport Service(s) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) shall be considered Interstate. If a particular Service Order does not specify an interstate/intrastate designation, the transport circuit shall be considered an Interstate circuit. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in any Service Order and represents and warrants that all such designations are correct.

**12. Privacy.** Use of the Service(s) is subject to Cox's privacy policy, which is posted at <https://www.cox.com/aboutus/policies/business-annual-privacy-notice.html> and is incorporated into the Agreement by this reference.

Customer is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of Clark County's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person.

**13. Termination.** Customer may terminate a Service Order before the expiration of the applicable Service Order Term upon at least thirty (30) days prior written notice to Cox. However, if Customer terminates any such Service before the expiration of the applicable Service Order Term (except for (i) a termination by Customer following a Cox Default beyond notice and cure periods or (ii) Customer terminates pursuant to the occurrence of a Chronic Outage under an applicable Service Level Agreement), or if Cox terminates a Service Order, or this Agreement, as a result of a Customer breach or Default beyond notice and cure periods, Customer shall be liable for a termination fee in the amount of One Hundred Percent (100%) of the MRC applicable to the terminated Service(s) multiplied by the number of months remaining in the Service Order Term of the applicable Service Order(s). In addition to any other termination rights provided in the Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Service Order Term. If Customer terminates this Agreement prior to installation of Service by

Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

In the event Customer loses or is unable to obtain funding or appropriations necessary to make payment under this Agreement, Customer shall have the right to terminate the impacted Services without early termination penalty. Customer shall use commercially reasonable efforts to obtain the necessary funding, and only those Services for which funding is lost are subject to termination under this paragraph. Customer will provide at least thirty (30) days prior written notice of termination hereunder.

Customer's total liability for all charges for Services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in Customer's Service Orders under this Agreement.

**14. Force Majeure.** In no event shall either party have any claim or right against the other party for any failure of performance by such other party if such failure of performance is caused by, or the result of, causes beyond the reasonable control of such other party. Hazardous materials or conditions encountered during the installation, removal or provisioning of Service shall be deemed a Force Majeure event.

**15. Indemnification.** Subject to the limitations contained in Section 17 and other limitations of liability in the Agreement, Customer and Cox shall be responsible for their own acts of negligence or intentional misconduct including the actions of their respective officers, directors, employees, contractors and agents from and against any and all loss, liability, damage and expense (including attorney's fees) arising out of any third party demand, claim, suit or judgment for damages to any physical property or bodily injury or death to any person ("Claim") which is caused by their negligence or intentional misconduct except to the extent that such Claim is a result of a negligent act or omission of the other Party or the result of an interruption of Service.

**15.1 Infringement Indemnity.** Except as otherwise provided in this Agreement, Cox shall indemnify Customer, its officers, directors, employees, and users, for any and all liabilities, judgments, claims, losses, obligations, damages, penalties, actions, or other proceedings, suits, costs, fees, expenses and disbursements, whether by judgment or settlement, (including without limitation reasonable attorneys' fees) (collectively, "Infringement Claim") arising out of, relating to or resulting from allegations that any of the Services provided by Cox knowingly infringes the Intellectual Property Rights of any person or entity. If Customer receives notice of any Infringement Claim, Customer shall give Cox written notice of the Infringement Claim within ten (10) days after receipt thereof, and provide reasonable cooperation for the defense of the Infringement Claim. Customer may not

settle or compromise the Infringement Claim without Cox's prior written approval. For purpose of this Agreement, "Intellectual Property Rights" shall mean any patent, copyright, trademark, trade dress, and trade name, related registrations and applications for registration, and trade secrets, moral rights and goodwill. If the Service is held to infringe Intellectual Property Rights (or a third party claims that the Services infringes Intellectual Property Rights), Cox may, at its sole expense elect promptly to do any of the following (i) procure for Customer the right to continue using the Services under this Agreement; (ii) modify the applicable Service so it is no longer infringing; (iii) replace the applicable Service with non-infringing products or services that are functionally equivalent or superior in performance or (iv) terminate this Agreement or the affected Service Order(s). The foregoing indemnity shall not apply to Infringement Claims which arise due to the use of the Services by Customer or its users.

The foregoing indemnity shall not apply to Infringement Claims which arise due to (1) materials or content transmitted, accessed or received by Customer (including its end users) through the use of the Services, or (2) the use of the Service by Customer (including its end users) (a) in violation of, or in connection with a violation of, this Agreement (including any Cox policies referenced herein) or applicable laws, rules or regulations or (b) in combination with any other product or service not supplied by Cox or required by Cox in writing (if the Services do not infringe such Intellectual Property Rights in the absence of such combination).

**16. Limitation of Liability.** The Parties acknowledge that during the Term of this Agreement, the Services may experience temporary interruptions, unavailability, or other service related issues. The Parties further acknowledge and agree that the limitation of liability contained herein, elsewhere in the Agreement (such as Section 10 and any SLAs), and the indemnification provision contained in Section 16 are a material inducement for Cox to enter into this Agreement and provide the Services at the price and under the terms and conditions of this Agreement. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, PUNITIVE OR ENHANCED DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR BUSINESS HARM) ARISING OUT OF OR RELATING TO THE SERVICES OR THE PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**COX'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING,**

**BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000.00).**

## **17. DISCLAIMER OF WARRANTIES.**

EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**18. Relationship of the Parties.** The relationship created between the parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed created hereunder. There are no third party beneficiaries to this Agreement.

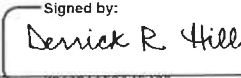
**19. Entire Agreement, Waiver, and Amendment.** This Agreement, including, without limitation, the incorporated General Terms, contains the entire agreement between the parties with respect to the subject matter hereof. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions, the documents shall prevail in the following order of precedence (except where applicable law requires the tariff to take precedence): (i) the applicable Service Order will control but only with respect to the Services purchased under that Service Order and a Service Order shall not operate to amend the Agreement, (ii) this Agreement, and then (iii) any other terms which are incorporated herein. This Agreement supersedes all prior agreements between Customer and Cox concerning the

subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by Customer and Cox. This Agreement shall be governed by the laws of the state of where the Services are delivered without regard to choice of law principles. Certain provisions of this Agreement by their nature survive expiration or termination for the purpose of enforcing the party's respective rights hereunder.

**20. Insurance.** Cox shall obtain and maintain the insurance coverage required in **Exhibit F** incorporated herein by this reference. Cox shall comply with the terms and conditions set forth in **Exhibit F** and shall include the cost of the insurance coverages in their prices.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Agreement as provided below:

**Customer**  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Cox**  
Signature:  \_\_\_\_\_  
Print Name: 731494A58A4F485... Derrick R. Hill  
Title: Vice President  
Date: 7/13/2025

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

By: Sarah Schaerrer  
Sarah Schaerrer (Jul 29, 2025 08:21:25 PDT)  
SARAH SCHAERRER  
Deputy District Attorney

Jul 29, 2025  
DATE

## EXHIBIT A

### SERVICE PRICING

The pricing set forth below is for a **thirty six (36) Service Term**, and Cox agrees that the pricing set forth in this Exhibit A shall not be increased by Cox during the first sixty (60) months of the Term of this Agreement.

Service	Speed		MRC	NRC
Fiber Ethernet	5mb		\$270.00	\$250.00
	50mb		\$378.00	\$250.00
	100mb		\$475.00	\$250.00
	200mb		\$600.00	\$250.00
	500mb		\$775.00	\$250.00
	1g		\$875.00	\$250.00
	2g		\$975.00	\$250.00
	10g		\$1,860.00	\$250.00
	40g		ICB	ICB
HFC Ethernet	5mb		\$100.00	n/c
	10mb		\$123.00	n/c
	15mb		\$177.00	n/c
	20mb		\$195.00	n/c
CBI (COX Business Internet)	100 x 20		\$138.00	\$99.00
	200 x 20		\$218.00	\$99.00
	300 x 30		\$298.00	\$99.00
	500 x 35		\$362.00	\$99.00
	1G x 35		\$470.00	\$99.00
	Wireless Modem		\$11.99	n/a
	Standard Modem		\$6.99	n/a
	Static IP		\$10.00	n/a
COI (COX Optical Internet)	100mb		\$473.00	\$250.00
	500mb		\$806.00	\$250.00
	1g		\$1,163.00	\$250.00
	5g		\$1,733.00	\$250.00
	10g		\$2,179.00	\$250.00
	40g		TBD	

Service			MRC
Voice	Utility Line		\$20.00
	PRI		\$199.99
	Long Distance		TBD
	SIP Trunks		\$7.00 (each)
	port		TBD

If pricing for any Service is not identified in this Exhibit A, Cox may provide pricing on an individual case basis. Moreover, pricing may vary, or additional charges may apply, for certain locations or in certain Cox markets.

## EXHIBIT B

### SERVICE LEVEL AGREEMENTS



### BUSINESS

Cox Business Internet

Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Business Internet services ("CBI Services") provided to the Customer.
2. **CBI Service Availability.** Cox's objective is to make the CBI Services available for Customer's use as provided under the Agreement at **least ninety-nine and nine-tenths percent (99.9%)** of the time ("CBI Service Availability"). CBI Service Availability is the ability to transmit data from the Cox demarc at the Customer location to a Regional Data Center ("RDC") on the Cox IP backbone. CBI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The CBI Service Availability is calculated by dividing the number of minutes that the CBI Services are available for Customer's use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the CBI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the CBI Service Availability objective. For example, if the CBI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or CBI Service Interruption during the applicable month, Cox will be deemed to have met the CBI Service Availability performance standard.
3. **CBI Service Interruption.** A "CBI Service Interruption" is a loss of signal to the Customer that results in a total disruption of CBI Service beyond the CBI Service Availability level **and** lasts for eight (8) or more hours. Any CBI Service Interruption, outage, degradation of CBI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying CBI Service Interruption. A CBI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the CBI Services to Customer.
4. **CBI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.
5. **Service Credits.** The following are types of "Service Credits" which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:
  - (a) **CBI Service Interruptions Service Credit.** The "Service Credit" available for a qualifying CBI Service Interruption is ten percent (10%) of the monthly recurring charges ("MRC") for the portion of the affected CBI Service experiencing any qualifying CBI Service Interruption(s) in an applicable calendar month.
  - (b) **Network Latency Service Credit.** Network Latency, as it relates to CBI Services, is defined by Cox as the round-trip delay for a packet to travel between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Network Latency"). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for CBI Service Level is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for CBI Service are posted at the following location: <https://www.cox.com/business/networking/svpn.html>. If the Cox Network Latency Service Level for CBI Services is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected CBI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to CBI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and the objective rate is Ninety-Nine And Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for CBI Service is posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Data Delivery Rate for CBI Service in a calendar month is less than Ninety-Nine And Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected CBI Services for any Data Delivery Rate issues in a calendar month.

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the CBI Services experience a CBI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 9 below, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the affected circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report CBI Service troubles, including CBI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the CBI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying CBI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

#### 8. **CBI Service Installation Delays.**

(a) **CBI Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the CBI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). CBI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the CBI Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the CBI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the CBI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing CBI Services to Customer.

(c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.



**9. Exceptions and Limitations to Service Credit.**

(a) **Exceptions.** Service Credits shall not be provided for any CBI Service Interruption or failures to meet the CBI Service Availability, Data Delivery Rate or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the CBI Service for testing and/or repair to Cox, or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the CBI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or CBI Services provisioning; or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same CBI Service Interruption, deficiency, degradation, delay, or issue (b) for CBI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a CBI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any CBI Service locations served via a third party, Cox may pass through any CBI Service credits it receives from the third party associated with any CBI Service Interruption not to exceed the Service Credit amount.

(b). **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected CBI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected CBI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any CBI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outage or issue related to the CBI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

**COX**  
**BUSINESS**  
**Cox Optical Internet**  
**Service Level Agreement**

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Optical Internet Services ("COI Services") provided to the Customer.

2. **COI Service Availability.** Cox's objective is to make the COI Services available for Customer's use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as "Type II" (collectively and individually, (i) and (ii) shall be referred to as "COI Service Availability"). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center ("RDC") on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer's use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A "COI Service Interruption" is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of "Service Credits" which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the "≥ 30 min. to < 4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers ("RDCs") on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Network Latency"). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location: <https://www.cox.com/business/networking/svpn.html>. If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate. Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location: <https://www.cox.com/business/networking/svpn.html>. If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

## 8. **COI Service Installation Delays**

(a) **COI Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox

will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

## **9. Exceptions and Limitations to Service Credit.**

(a) **Exceptions.** Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



## Cox Fiber Internet Service Level Agreement

**1. Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox objectives with respect to the Cox Fiber Internet ("CFI Service") provided to the Customer.

**2. CFI Service Availability.** Cox's objective is to make the CFI Services available for Customer's use at least (i) Ninety-Nine and Nine One-Hundredths Percent (99.99%) of the time ("CFI Service Availability"). CFI Service Availability is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center ("RDC") on the Cox IP backbone. CFI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The CFI Service Availability is calculated by dividing the number of minutes that the CFI Services are available for Customer's use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the CFI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable CFI Service Availability objective. For example, if the CFI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or CFI Service Interruption during the applicable month, Cox will be deemed to have met the CFI Service Availability objective and no Service Credit(s) (as defined below) will be provided.

**3. CFI Service Interruption.** A "CFI Service Interruption" is a loss of signal to the Customer that results in a total disruption of CFI Service beyond the CFI Service Availability level. Any CFI Service Interruption, outage, degradation of CFI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying CFI Service Interruption. A CFI Service Interruption period begins when Customer makes a Trouble Report to Cox's Network Operations Center ("NOC") under the methods and

procedures set forth in Section 7 of this SLA and ends when Cox restores the CFI Services to Customer.

**4. CFI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

**5. Service Credits.** The Following are each types of "Service Credits" which may be available to Customer as described below and subject to all limitations of the SLA, including Section 9.

(a) **CFI Service Interruption Service Credit.** The available Service Credit for a CFI Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") for the portion of the affected CFI Services experiencing a qualifying CFI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying CFI Service Interruption lasted 20 hours, Customer will receive a credit equal to 15% of the MRC for the portion of the CFI Services experiencing a CFI Service Interruption, but Customer does not also receive a separate Service Credit for the "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>CFI Services Interruption Length</i>	<i>Credit of the MRC for the portion of CFI Services experiencing a CFI Service Interruption</i>
≥ 4 hours to < 8 hours	5% of applicable MRC
≥ 8 hours to < 16 hours	10% of applicable MRC
≥ 16 hours to < 24 hours	15% of applicable MRC
≥ 24 hours	20% of applicable MRC

(b) **Network Latency Service Credits.** Network Latency, as it relates to CFI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers ("RDCs") on the Cox IP backbone.

averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Network Latency"). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for CFI Service is fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service for CFI Service are posted at the following location: <https://www.cox.com/business/networking/svpn.html>

If the Cox Network Latency Service Level for CFI Services is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals 10% of the MRC for the affected CFI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to CFI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate for CFI Services are posted at the following location: <https://www.cox.com/business/networking/svpn.html>. If the Data Delivery Rate in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available CFI Service Credit equals of 10% of the MRC for the portion of the Affected CFI Services any Data Delivery Rate issues in a calendar month.

**6. Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the CFI Services experience a CFI Service Interruption for a period greater than eight (8) consecutive hours ("Chronic Outage"), subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be

terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(D), neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

#### **7. Customer Responsibilities / Trouble Reports.**

Cox will maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report CFI Service troubles, including CFI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the CFI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying CFI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

#### **8. CFI Service Installation Delays.**

(a) **CFI Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the CFI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). CFI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the CFI Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the CFI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the

CFI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing CFI Services to Customer

(c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events

## 9. Exceptions and Limitations to Service Credit.

(a) Exceptions. Service Credits shall not be provided for any CFI Service Interruptions or failures to meet the CFI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the CFI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the CFI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or CFI Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same CFI Service Interruption, deficiency, degradation,

delay, or issue (b) for CFI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a CFI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any CFI Service locations served via a third party, Cox may pass through any CFI Service credits it receives from the third party associated with any CFI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected CFI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected CFI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any CFI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the CFI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.





## Cox Metro-Ethernet and CloudPort

### Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Layer 2 VPN services which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service (collectively, the "Layer 2 VPN Services").

2. **Layer 2 VPN Services Description.**

- (a) **Layer 2 VPN Service Elements:** The Layer 2 VPN Services consists of a port (Metro-Ethernet Port or CloudPort respective to each Service's particular branding) ("Port"), Ethernet Virtual Circuit ("EVC"), and a User to Network Interface ("UNI"). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.
- (b) **Network Segments:** For purposes of SLA, there are three defined network segments for the Layer 2 VPN Services:
  - (i) **Core Network:** A provider edge router to provider edge router segment whose metrics consist of all EVCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0 in Section 7.
  - (ii) **Access to Core:** A customer edge UNI to provider edge Core Network segment, commonly referred to as a "local loop". Access to Core segment metrics are circuit specific measurements.
  - (iii) **Type-II:** Any portion of the Layer 2 VPN Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality (as defined below) or any other SLA terms.
- (c) **Service Topology:** Services are configured in either a multipoint (ELAN) or a point to point (ELINE) configuration.
- (d) **"End to End" SLA:** For purposes of "End to End" SLA Service calculation for Metro-Ethernet Services, the concatenation of access to core, core network and access to core can be used. Specifically:
  - "End to End" Delay = Access to core Delay + Core Delay + Access to core Delay
  - "End to End" DDR = Access to core DDR \* Core DDR \* Access to core DDR
  - "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

For purposes of SLA Service calculation for CloudPort Service, the concatenation of access to core and core network can be used. Specifically:

- "End to End" Delay = Access to core Delay + Core Delay
- "End to End" DDR = Access to core DDR \* Core DDR
- "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

3. **Layer 2 VPN Service Availability.** "Layer 2 VPN Service Availability" is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. Cox's objective is to make the Port available for Customer's as set forth in Table 2.0 in Section 7 with respect to the Cox Network Core and Access to the Core. This parameter is calculated by dividing the number of minutes a Port is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Layer 2 VPN Services due to the reasons or causes set forth in Section 11 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Layer 2 VPN Service

Availability objective. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Layer 2 VPN Service Availability performance objective and no Service Credit(s) (as defined below) will be provided.

**4. Layer 2 VPN Service Interruption.** A “Layer 2 VPN Service Interruption” is an interruption of a Port (“Affected Port”) that results in the total disruption of the Layer 2 VPN Services delivered over the Affected Port beyond the Layer 2 VPN Service Availability level. Any Layer 2 VPN Service Interruption, outage, degradation of Layer 2 VPN Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying Layer 2 VPN Service Interruption. A Layer 2 VPN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 9 of this SLA and ends when Cox restores the Layer 2 VPN Services to Customer.

**5. Service Interruption Credits.** The available “Service Credit” for a Layer 2 VPN Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) associated with the Affected Port experiencing a qualifying Layer 2 VPN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying Layer 2 VPN Service Interruption lasted 20 hours, Customer will receive a Service Credit equal to 20% of the MRC for the portion of the Layer 2 VPN Services experiencing a Layer 2 VPN Service Interruption, but Customer does not also receive a separate Service Credit for the “≥30 min. to <4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below). The amount of the Service Credit shall be as follows:

**Table 1.0**

Cox – Layer 2 VPN Services

<i>Layer 2 VPN Services Interruption Length</i>	<i>Credit of the MRC for the portion of Affected Port experiencing a Layer 2 VPN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

**6. Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, an Affected Port experiences a Layer 2 VPN Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”), subject to Section 11 below, Customer may terminate the Affected Port(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port(s) and the Affected Port(s) shall be terminated upon Cox’s receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the Affected Port(s), then Customer shall be deemed to have waived its right to terminate the Affected Port(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated Affected Port(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

**7. Service Quality.** “Service Quality” is defined as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter (each as defined below for both the Network Core and Access to the Core). Service Quality is influenced by both the distance classification of the offering and the Class of Service (“CoS”) provisioned and are measured for a given network segment. Measurement is only included for “in-profile” (conform to the performance attributes of the Layer 2 VPN Services) at both the ingress and egress UNIs of any given EVC. All “Service Quality” metrics in this Section 7 are objectives only.

**Service Quality Measurement Network Segments:**

**(a) Core Network Measurements:**

- (i) “Core Latency”, as it relates to the Layer 2 VPN Services, is a measure of Cox Network Core delay within a given network segment, region or distance band, as the average round trip interval of time it takes during the applicable calendar month for Ethernet Service Frame to transverse between all selected pairs of Cox network nodes within a given Network Core region. The Core Latency objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Core Data Delivery Ratio (“Core DDR”), as it relates to the Layer 2 VPN Services, is the average round trip data delivery percentage for a given Network Core segment, calculated by dividing data received by data delivered and multiplying by 100. Data delivered is the number of Ethernet Service Frames delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given Network Core segment for delivery to an egress

router at another specific Cox network node in the region and returned to the same ingress router. The Core DDR objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.

- (iii) “Core Jitter”, as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Network Core region during a given calendar month, as is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. The Core Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

**(b) Access to Core Network Measurements:**

- (i) “Access Latency” as it relates to the Layer 2 VPN Services, is the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the Access to Core network on a round trip basis. The Access Latency objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Access Data Delivery Ratio (“Access DDR”), as it relates to the Layer 2 VPN Services, is the percentage of Ethernet Service Frames that successfully traverse the Access to Core network segment on a round trip basis. The Access DDR objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (iii) “Access Jitter” as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frame delay variation within an Access to Core network segment during a given calendar month, and is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the Access to Core network segment on a round trip basis. The Access Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

**(c) Service Quality Objectives (“Table 2.0”).** The following table sets forth Cox network objectives for Layer 2 VPN Service Availability, Data Delivery Ratio, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon CoS:

Table 2.0

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% (< 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	HFC based VPN access	Priority Data	99.9% (< 43 min/mo)	99.75%	16 ms.	N/A
	TYPE II	Priority Data	99.9% (< 43 min/mo)	N/A	N/A	N/A
Network Core	Metro (<155 miles)	Real Time	99.995% (< 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	State (<400miles)	Real Time	99.995% (< 2 min/mo)	99.99%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort			N/A	N/A
	Regional (<755miles)	Real Time	99.995% (< 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort			N/A	N/A
	National (<4,349miles)	Real Time	99.99% (< 4 min/mo)	99.985%	50 ms.	2 ms.
		Interactive			52 ms.	3 ms.
		Priority Data			56 ms.	N/A
		Best Effort			N/A	N/A

**8. Layer 2 VPN Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

**9. Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report Layer 2 VPN Service issues, including troubles, outages or Layer 2 VPN Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the Layer 2 VPN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying Layer 2 VPN Service Interruption or other issue related to this SLA has occurred.

**10. Layer 2 VPN Service Installation Intervals.**

- (a) **Layer 2 VPN Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the Layer 2 VPN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). Layer 2 VPN Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the Layer 2 VPN Services.
- (b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the Layer 2 VPN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the Layer 2 VPN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Layer 2 VPN Services to Customer.
- (c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 11; or (vi) due to Force Majeure events.

**11. Exceptions and Limitations to Service Credit.**

- (a) **Exceptions.** Service Credits shall not be provided for any Layer 2 VPN Service Interruptions or failures to meet the Layer 2 VPN Service Availability, Service Quality objectives, estimated restoration time, Estimated Install Date, or any other term or objective specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Layer 2 VPN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Layer 2 VPN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Layer 2 VPN Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same Layer 2 VPN Service Interruption, Service Quality issue, deficiency, degradation, delay, or any other issue (b) for Layer 2 VPN Service Interruptions, Service Quality issues, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Layer 2 VPN Service Interruption, Service Quality, or any other issue or failure of Cox to meet any other objective in this SLA, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Layer 2 VPN Service locations served via a third party, Cox may pass through any Layer 2 VPN Service credits it receives from the third party associated with any Layer 2 VPN Service Interruption not to exceed the Service Credit amount.
- (b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits

for any and all issues and any failure to meet any objective in this SLA, including, without limitation, Layer 2 VPN Service Interruptions, Service Quality issues, and Installation Delay Credits shall be no more than one (1) full MRC for the affected Layer 2 VPN Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any Layer 2 VPN Service Interruptions, installation delays, Service Quality issues, missed repair objectives, service degradations, or any other outages or issues related to the Layer 2 VPN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

**EXHIBIT C**  
**Sample MSA Service Order**



**BUSINESS SERVICE ORDER FOR MASTER SERVICES AGREEMENT**

Customer Account Number:	System Address
Order Form Date:	

Customer Information	Authorized Customer Representative Information
Legal Company Name:	Name:
Street Address:	Phone:
City/State/Zip:	Fax:
<b>Service Location:</b> (if different from above)	2 <sup>nd</sup> Contact Number:
Street Address:	E-mail Address :
City/State/Zip:	Requested Installation Date:

Service Description	Quantity	Service Order Term	Service Charges	
			Monthly Recurring Charge	Non Recurring Charge
Equipment Description	Quantity	Unit Price	Installation Fees	Total Equipment

**Special Terms and Conditions**

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This Service Order is attached to and automatically incorporated into the Master Services Agreement between Cox and Customer (the "Agreement"). To the extent of any conflict between the terms and conditions in this Service Order and the Agreement, the Service Order shall control. By signing this Service Order, you represent that you are the authorized Customer representative and the information above is true and correct. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Cox may terminate this Service Order without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. "Acceptance" of this Service Order by Cox shall occur upon the earlier of (i) Cox's countersignature of this Service Order or (ii) Cox's installation of the Service described above at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in the Agreement and in the General Terms.

**Customer**

Signature: SAMPLE ONLY -- DO NOT EXECUTE

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Cox**

Signature: SAMPLE ONLY -- DO NOT EXECUTE

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT D GENERAL TERMS**

**Last Updated: October 9, 2024**

These additional terms and conditions (these “General Terms”) are incorporated into the terms and conditions set forth in the Master Retail Services Agreement entered into by and between Cox and Customer (the “MSA”).

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- A. Terms and Conditions Applicable to All Services
- B. Terms and Conditions Applicable to Internet and Network Services
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- D. Terms and Conditions Applicable to Video Services
- E. Terms and Conditions Applicable to Other Services



## **A. Terms and Conditions Applicable to All Services**

### **A1. Intentionally Deleted.**

### **A2. Intentionally Deleted.**

### **A3. Termination.**

#### **(a) Intentionally Deleted.**

**(b) Disconnection Requests.** Customer agrees to provide Cox with at least thirty (30) days written notice before terminating any Service or this Agreement, including Services that are on a month-to-month term. Cox may take up to thirty (30) days after the date of Customer's disconnection request to schedule and complete the Service disconnection. In addition to all applicable early termination fees which will be calculated beginning on the date the Services are actually terminated, Cox may charge Customer, and Customer shall pay Cox, the applicable monthly recurring charge for the Service up until the date the Service is actually disconnected by Cox.

**(c) Termination by Cox.** Cox may terminate Service(s) and/or this Agreement, in whole or in part, upon notice to Customer and without liability to Cox for any of the following reasons: (i) Customer's nonpayment of a bill within the payment period prescribed; (ii) Customer's failure to make a security deposit as requested by Cox; (iii) Customer's violation of, or noncompliance with, any provision of law; (iv) Customer's or any third party's refusal to permit Cox access to the Premises, including, without limitation, for installation, repair, recovery, maintenance, and/or inspection; (v) Customer's interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's or industry standards; (vi) Customer's use of Services in such manner as to interfere with service to other customers; (vii) Customer's abandonment of the Service; (viii) Customer's impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud Cox or others; (ix) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another;

(X) Customer engages in threatening, harassing or vexatious behavior towards Cox or its employees;

(xi) Customer or its equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Cox's network; or (xii) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code. Customer shall be liable for the early termination fee described in paragraph (a) above if Cox terminates Service(s) or this Agreement for any of the reasons enumerated in (i) through (xii). To protect itself and/or its other customers, Cox may suspend or disconnect a Customer's Service without prior notice for violation of the above subsections that threaten or harm Cox's network reliability or for fraudulent or malicious intent or other acts, whether real or perceived, to defraud Cox or others.

Cox may also terminate Service(s) and/or this Agreement, in whole or in part, and without liability to Cox, upon thirty (30) days written notice to Customer (unless stated otherwise below) for any

of the following reasons: (i) signal interference with any Service that Cox cannot resolve with commercially reasonable efforts; (iii) Cox's franchise authority or other governmental authorization is cancelled or terminated; (iv) Cox's pole attachment/conduit use rights are terminated or become subject to such restrictions or conditions that continuation of this Agreement is impracticable or prohibited; or (v) there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency that affects (in Cox's sole determination) Cox's ability to provide the Services.

**(d) Suspended, Modified, or Discontinued Service.** Cox may, in its sole discretion, choose to suspend, modify, or discontinue a Service (or any feature of a Service) provided to Customer without liability to Cox and such action by Cox shall not be a breach of contract or Default by Cox under this Agreement. Cox's right to modify a Service includes the right for Cox to (i) use Cox subcontractors to provide all or a portion of a Service on Cox's behalf; or (ii) use a third party or third parties to provide all or a portion of a Service with Cox acting as a reseller of such Service. The Customer acknowledges and understands that technology and capabilities are subject to change during the Term of the Agreement. Cox makes no guarantees that any particular feature, or even any entire Service, will be available throughout the Term. Cox will attempt to provide Customer with at least thirty (30) days written notice prior to discontinuing a Service (or any feature of a Service) that Customer has recently been using, however, Cox's failure to provide such notice will not restrict its right to suspend, modify, or discontinue the Service or any feature of a Service.

Further, Cox may, in its sole discretion, move Customer to a substantially similar or better Service at any time without increasing Customer's MRC. For example, Cox may move Customer from a standard Cox Business Internet (CBI) Service to a fiber-based connection. All Services shall continue to be subject to all restrictions, terms, and conditions in this Agreement. Customer shall cooperate with Cox to facilitate the Service change. Cox will make good faith efforts to minimize disruption, but there may be some disruption as Services are moved, including, without limitation, that IP addresses may change.

**(e)** Cox may, in its commercially reasonable discretion, immediately terminate, suspend, and/or refuse to provide Services to any party engaged in the adult, gaming or gambling industries or any party engaged in offshore activities which are illegal under US law, or any party engaged in illegal activities or any party which is operating or located in embargoed countries, or wishing to use Services in any location deemed unacceptable by Cox in its sole discretion.

**A4. Default.** If either Cox or Customer (each a "Party") fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, or within fifteen (15) days after receiving notice of the breach from the other Party if the breach is the result of any late payment, such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at

law or in equity but subject to the limitations contained in this Agreement. If any non-monetary Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default during the Term of this Agreement, then Cox may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable, including any applicable termination fees, shall become immediately due and payable, or (ii) suspend all or any part of Services.

#### **A5. Customer Responsibilities.**

(a) Customer is responsible for all internal wiring, Customer equipment (e.g., Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment (defined herein) as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws, regulations, and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer is solely responsible for ensuring that Customer and any end user(s) comply with all applicable law. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Cox network. Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Cox's Service, that the signals emitted into Cox's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Cox Equipment, injure its personnel or degrade service to other Customers. The magnitude and character of the voltages and currents impressed by Customer or its equipment on Cox Equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Cox Equipment and wiring or injury to Cox's employees or other persons. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Cox personnel, Cox Equipment, or the quality of service to other customers, Cox may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Cox may, upon written notice, terminate the Customer's service without liability. Cox shall not be liable for Customer's failure to fulfill any of its obligations and/or responsibilities, including those stated in this paragraph.

#### **A6. Intentionally Deleted.**

**A7. Equipment.** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to equipment provided by Cox (the "Cox Equipment"), and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. All Cox Equipment, including, without limitation, equipment, network and transmission facilities used by Cox to provide the Services under this Agreement, is the sole and exclusive property of Cox. Internal wiring beyond the Demarcation Point shall not be considered Cox Equipment and shall become the property of Customer upon installation of Service. At Cox's sole option, other wiring and cabling may remain on the Customer premises following the expiration or earlier termination of the Agreement. For video Services, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point (as defined herein) of Customer's, or any applicable end user's as the case may be, service location(s) (such location(s) referred to herein as the "Premises") except that Customer shall be required to rent additional equipment from Cox for an additional fee if Cox transitions its analog channels to digital. Customer may also be required to provide a Customer Internal Distribution System (as defined below), depending upon the nature of the Services purchased by Customer. Customer shall use the Cox Equipment only to receive the Services and shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. Customer is responsible for ensuring that Cox has reasonable continuous access at the Premises to the Cox Equipment (including, as the case may be, unoccupied guest rooms, etc.), the Demarcation Point and, if needed, the Customer Internal Distribution System for purposes of installation, connection/disconnection, transferring, inspecting, maintaining, repairing, upgrading, swapping, servicing and/or removing the Cox Equipment and/or the Customer Internal Distribution System, and to do all other things reasonably necessary to provide the Services as determined by Cox. Cox has the right to change, modify, rearrange, or swap the Cox Equipment at any time and Customer acknowledges that said changed, modified, rearranged, or swapped Cox Equipment may have different or fewer capabilities and features. Cox reserves the right to increase rates charged to Customer for Cox Equipment and to changes any related payment terms from time to time during the Initial Term and any Extended Term(s) without prior notice. Customer shall operate any Cox Equipment in accordance with the instructions of Cox or Cox's agent. Upon and after expiration or earlier termination of the Agreement, Customer acknowledges and agrees that Cox shall have the right to enter the Premises upon reasonable notice to Customer to remove and retrieve the Cox Equipment. Such right of entry shall expressly survive the expiration or earlier termination of the Agreement. Customer is solely responsible for any damage to the Cox Equipment unless caused by the sole gross negligence or intentional misconduct of Cox. In the event the Cox Equipment is damaged, destroyed, or is not returned to Cox in good condition, Customer shall be responsible for the replacement value of the Cox Equipment. Customer may use the Services and the Cox Equipment for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the

AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Cox may charge Customer a maintenance fee for routine maintenance of any Cox Equipment, provided however that Cox is not responsible for repairing or replacing any Cox Equipment that is damaged due to misuse, abuse, vandalism, or theft.

#### A8. Intentionally Deleted.

**A9. Representations and Warranties.** Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform its obligations under this Agreement; (ii) By entering into this Agreement with Cox, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; (iii) Customer is a duly organized entity in accordance with applicable law, and is qualified and authorized to do business in the location where Services are used and (iv) the person signing the Agreement is an authorized Customer representative. Customer further represents and warrants that upon payment of any invoice, Customer forever waives any claim(s) that the person signing the Agreement did not have the authority to bind the Customer and Customer shall be bound by the terms of the Agreement. Cox represents and warrants to Customer as follows: (i) the applicable Cox Affiliates are duly authorized to provide the applicable Services in the applicable "Service Areas" (as defined below); and (ii) Cox is a duly organized entity in accordance with applicable law, and is qualified to do business in the "Service Areas". For purposes of this Agreement, "Service Areas" shall mean the geographic locations within the continental United States where Cox elects to provide its Services.

**A10. Force Majeure.** Customer shall have no claim against Cox for any failure to perform its obligations hereunder, in whole or in part, as a result of or caused by (i) acts of God or natural disasters, including, without limitation, fire, flood, hurricane, inclement weather, winds, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including but not limited to a public health crisis which results in a quarantine, a stay-at-home order, a shelter in place order or other restriction on workers; (ii) civil or military action, including, without limitation, a national emergency, riot, civil insurrection, act of terrorism, threat of terrorism, or the taking of property by condemnation or eminent domain; (iii) strikes or labor disputes; (iv) fuel shortages, energy shortages, power outages, or power reductions, including without limitation proactive power reductions or power outages by power companies for safety reason, wildfire prevention, conservation or other similar reason;

(v) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (vi) delays in obtaining permits or other approvals from governmental authorities for Services provisioning.

(vii) third party cable cut(s); (viii) events which make performance inadvisable, commercially impracticable, illegal or impossible; or (viii) any other causes beyond the reasonable control of Cox (each a "Force Majeure" event).

#### A11. Intentionally Deleted.

**A12. Compliance with AUP.** Customer (including any end users of the Service(s)) shall comply with the AUP and applicable law at all times. In particular, and without limitation, Customer (including any end users of the Service(s)) shall not use the Service or any part of the Service in any manner which infringes or violates Cox's or any third party's copyright, patent, trade secrets, trademark, moral rights, right of privacy, right of publicity, or any other proprietary rights. Customer is solely responsible for ensuring that any and all end users of the Service(s), whether authorized by Customer or not, comply with this Section, including, without limitation, Cox's AUP. Customer shall comply in all respects with the Digital Millennium Copyright Act (DMCA), including without limitation by adopting and reasonably implementing, and informing all end users of the Service(s) of, a policy that provides for the termination in appropriate circumstances of Customer's subscribers and account holders who are repeat infringers under Section 512(i) of the DMCA, and by responding expeditiously upon receipt of a notice of claimed infringement to remove or disable access to material that is claimed to be infringing, to the extent required by the DMCA. Cox may suspend and, in appropriate circumstances, terminate any Service or a portion of any Service at any location without notice, if Cox in its sole discretion reasonably believes Customer, or any end user of the Service(s), may be violating the AUP or this Section or may be using the Service(s) in violation of applicable law, including without limitation by repeated infringement of copyright or failure to comply with the DMCA. Customer is responsible for providing to Cox the contact information and email address for Customer's designated DMCA agent for any DMCA related infringement claim notice that Cox may be required to provide to Customer in accordance with applicable law. Customer must immediately inform Cox in writing if the designated DMCA agent contact information or email address is changed or modified during the term of the Agreement and provide this updated information to Cox. Failure by Customer to adhere to these DMCA notice requirements shall constitute a Default as defined in Section A4 of these General Terms. Only to the extent not prohibited under applicable law Customer shall indemnify Cox for any claims, actions, or demands relating to or arising out of Customer's failure to provide current and accurate designated DMCA agent information. Cox shall not be liable for Cox's suspension or termination of Services arising from an alleged or actual violation of the AUP, this Section, or applicable law. Cox's termination pursuant to this Section of any Service that is part of a bundle offering shall not be a basis for termination of this Agreement by Customer. Cox shall not be liable to Customer for any failure to enforce the AUP or this Section. The failure of Cox to enforce the AUP or this Section for any reason does not constitute a waiver of its right to do so at a later time. Any breach of this Section by Customer or any end users of the Service(s) shall be deemed a Default of this Agreement by Customer.

**A13. Privacy Policy.** Use of the Service(s) is subject to Cox's privacy policy, which is posted at <https://www.cox.com/aboutus/policies/business-annual-privacy-notice.html> and is incorporated into the Agreement by this reference. In the event of a conflict between the provisions of this

Agreement and any provision of the privacy policy, the applicable provision of the privacy policy shall prevail. Cox 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 policy. Customer assumes all privacy and other risks associated with providing personal information to third parties via the Services. Customer and Cox do not intend that Cox will receive or have access to any personal information of Customer's end-users in providing its Services. Customer assumes all privacy notice and consent obligations to its end-users regarding any collection, use or disclosure of the end-users' personal information, including any personal information that may be disclosed to or accessed by Cox in providing its Services. Only to the extent not prohibited under applicable law Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from any claims, including without limitation, claims from Customer's end users, or any regulatory agency or person, that arise, in whole or in part, from Customer's negligent or intentional collection, use or disclosure of its end users' personal information in breach of this Agreement or in violation of applicable privacy laws.

**A14. Wireless Delivery.** In certain situations, Cox may deliver Services to Customer through certain wireless transport devices or wireless network facilities. If Cox is delivering Services wirelessly and there is signal interference with such Service and Cox cannot resolve the interference by using commercially reasonable efforts, then Cox may terminate the applicable Service without further liability to Customer by providing Customer with at least thirty (30) days prior written notice.

**A15. Demarcation.** The "Demarcation Point" is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The Demarcation Point will be determined solely by Cox based on the applicable Service(s) ordered by Customer. For information purposes only and without representation that this is the specific Demarcation Point for Customer, the common demarcation point (1) for Cox's telephone Service is (a) the punch-down box installed by Cox at Customer's location, (b) the telephone closet within the Premises, or (c) the Cox-owned network equipment and the desktop telephones installed by Cox at Customer's location; (2) for Cox's video Service is either, as the case may be as determined solely by Cox for the applicable Service (i) the video wall jack, or (ii) the location of the final cable connection that hands off video feeds to the Customer Internal Distribution System (as defined herein); (3) for Cox's internet Service is the Ethernet port of the internet connection provided to Customer by Cox; and (4) for Cox's Wi-Fi Services is the physical location of the Cox Wi-Fi access point. Unless otherwise agreed by the parties, Customer is solely responsible for wiring, cabling, equipment and access beyond the applicable Demarcation Point(s) (i.e., on the Customer side of said Demarcation Point(s)).

**A16. Requests to Move, Add or Change Services.** Notwithstanding anything to the contrary in this Agreement, Cox in its sole discretion may accept and process requests from

Customer to move, add or change Services under this Agreement. All moves, adds and changes are subject to Cox's approval and are subject to the terms and conditions of this Agreement. Additional charges may apply to any move, add, or change request. Customer agrees that any new or additional Services ordered by Customer are automatically subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in the Agreement, Cox may refuse any request to modify the Services, including, without limitation, requests to increase or decrease Services or add new locations.

**A17. Truck Roll.** If a Cox technician is required to visit the Premises (a "Truck Roll"), Customer must provide Cox with contact information and any other information reasonably related to the trouble, outage, or installation. If the Cox technician is dispatched and the technical issue is determined by Cox to be the fault of a party other than Cox or if Cox is unable to complete an installation or otherwise deliver Service due to the fault of the Customer, Cox shall assess a flat Truck Roll charge to Customer plus an additional fee determined on a time-and-materials basis.

**A18. Cancelled and After-Hour Appointments.** Cox reserves the right to charge Customer a cancellation fee for missed appointments if Customer fails to cancel the appointment at least twenty-four (24) hours in advance of the scheduled appointment. Cox also reserves the right to charge Customer a fee for appointments scheduled outside of Cox's normal local business hours. The cancellation and after-hours fee will be determined by Cox at the time of Customer's cancellation request or need for an after-hours appointment.

**A19. Indemnity.** Customer agrees to be responsible for their own acts of negligence or intentional misconduct resulting in any claim, action, or demand to the extent relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or any end users of the Services, or (b) Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or any end users of the Services; (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees, agents or any end users using the Services; and/or (iv) violation of the Cox AUP by Customer, its employees, agents or any end users of the Services, except to the extent any such damages are caused by or arise from the negligence or intentional misconduct of Cox or any Cox Related Parties.

**A20. Intentionally Deleted.**

**A21. Protected Health Information.** In providing its Services, Cox is not and does not intend to be a business associate or "contractor" as those terms are defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) regulations, state healthcare privacy laws, or their associated regulations, as amended ("Medical Privacy Laws"). Cox has only random and infrequent access to protected health information as a conduit in the provision of its Services as necessary for transaction or required by law and

does not store any protected health information other than on a temporary basis incidental to the transition over the Services. It is Customer's responsibility to adequately protect any patient, medical, or protected health information. Customer shall be responsible for any third party claims, including without limitation, claims from Customer's patients or end users, or the Department of Health and Human Services, or any other regulatory agency or person, that arise, in whole or in part, from Customer's use of Cox Services in violation of the HIPAA regulations.

**A22. Viruses, Content, Customer Information.**

Software or content obtained from the use of Services may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and software. Through the use of the Services, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox Affiliate. Cox may delete any Internet traffic or e-mails that contains a virus or other harmful code.

**A23. Offshore and International Services.** Cox may determine, in its sole discretion, and at any time, whether or not to provide Services and/or any indirect, ancillary or overhead service outside the continental United States.

**A24. Audit.** Except as explicitly provided in the Agreement, Customer shall have no right to review or audit any records of Cox or any Cox Related Party. If the Agreement explicitly permits the Customer to review or audit Cox's records, the following terms shall govern and take precedence: Customer's audit shall be strictly limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by Cox to Customer under the Agreement. Customer shall have no right to audit any Cox confidential information, including information on Cox's security/IT systems or pricing information for its vendors. Audits shall be at reasonable times and locations as mutually agreed by the parties, at the sole cost of the Customer, and limited to once per calendar year. Customer shall execute a Non-Disclosure Agreement in a form acceptable to Cox prior to any audit.

**A25. Service Level Agreements.** If this Agreement expressly includes a 'Service Level Agreement' or similar agreement with terms providing the payment of service credits or monies in the event of service interruptions, missed repair objectives, service degradations, or any other outages related to the Services (collectively, an "SLA"), the following terms and conditions shall apply, and the service credits provided shall be Customer's sole and exclusive remedy for any and all service interruptions, missed repair objectives, degradations, outages or any other issue related to the Services (a "Service Interruption"):

Any amounts due from Cox to Customer under the SLA shall be in the form of service credits only. To qualify for a service credit, Customer must immediately notify Cox of any Service Interruption via the designated support telephone number. Cox will thereafter assign a trouble ticket number. Subject to any and all of the exceptions and limitations described herein, only the portion of the Service(s) experiencing a Service Interruption is eligible for a service credit and such eligibility begins only upon Cox's issuance of a trouble ticket number.

Service credits shall not be provided for any failures to meet the SLAs: (i) caused by Customer, its employees, agents or subcontractors, including without limitation any end users of the Service; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the Premises to access Cox Equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox AUP or any other misconduct or misuse of the Services by Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (vii) due to Customer's failure to release the Service for testing and/or repair to Cox; or (viii) due to a Force Majeure event. In addition, service credits shall not apply (a) for Service Interruptions not reported by Customer to Cox promptly after Customer first discovered the Service Interruption, (b) where Customer reports a Service Interruption, but Cox does not verify any Service Interruption, (c) to any Service locations served via a third party (i.e., Type- II site), (d) if Customer is in breach of its Agreement with Cox, (e) if Customer has a past due balance with Cox under the Agreement, or (f) if Customer is otherwise not in good financial standing with Cox. To qualify for any service credit(s), Customer must request, in writing, the service credit within thirty (30) calendar days of a qualifying Service Interruption. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms and whether a service credit is to be issued. Customer must cooperate with Cox at all times in testing, determining and verifying the occurrence of a qualifying Service Interruption. In any calendar month, Customer's combined credits for the affected Services shall be limited to no more than one (1) full MRC for the affected Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for service credits are subject to review and verification by Cox. If Cox is providing any Managed Service(s) (such as Managed Router or Managed Wi-Fi) to Customer in addition to the underlying transport or Internet service, Customer shall not be authorized to receive service credits under more than one SLA for any individual qualifying Service Interruption.

**A26. Resale Prohibited.** The Services covered by this Agreement are for Customer's use only. Unless expressly authorized in writing by Cox in this Agreement or formal written amendment to this Agreement, or as otherwise required by applicable law, Customer shall not resell the Service(s) (or any portion thereof) to any other person or third party. Cox may revoke its permission to allow resale at any time upon notice to Customer. Notwithstanding the foregoing, Customer shall never resell any video Services. If Cox determines that Customer is or has resold (i) any video services or

(ii) any other Services without express written permission in this Agreement or formal written amendment to this Agreement, Cox may immediately terminate this Agreement (or any portion thereof) upon notice to Customer and Customer shall pay the applicable termination fee. Nothing in this Agreement shall prohibit Cox from doing business with or attempting to do business with any potential customer, even if any potential customer may have been a customer of Customer in the past or is currently purchasing services from Customer.

**A27. Assignment.** Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox reserves the right to not disclose any Customer Proprietary Network Information (CPNI) to any third party that assumes this Agreement from Customer. Cox may assign, delegate or transfer this Agreement, in whole or in part, without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (each an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Cox Service may be provided by one or more Affiliates.

**A28. Notices.** Notices under this Agreement shall be in writing and delivered to the persons or offices of the parties stated herein. A written notification by Cox may include, without limitation, electronic notice and/or notice via an invoice, billing insert or other billing communication sent to Customer. The effective date of any electronic notice hereunder shall be the day that such notice was sent. The effective date of any non-electronic notice hereunder shall be the five (5) business days from the date such notice was sent. The mailing addresses of the parties are set forth below: To Cox: at the address set forth on the Agreement, with a copy to: Cox Communications, Inc., 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328, Attn: Vice-President, Cox Business, Legal Department; and to Customer at the address set forth in the Agreement.

**A29. Fraud or Misuse of the Services.** Customer shall not misuse the Services, Cox Equipment, or any Cox provided software. Such misuse includes but is not limited to: (i) violation of applicable law; (ii) use in a manner that adversely interferes with Cox's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services such as to avoid paying for Services; (iv) use in a manner that infringes the intellectual property or other rights of Cox or any third party including copying, modifying, reverse engineering, uploading, downloading or reselling any content or software; (v) sending content or messages or otherwise engaging in communications that are abusive, obscene, lewd, lascivious, filthy, excessively violent, harassing, illegal, fraudulent, threatening, defamatory or an invasion of privacy; (vi) modifying or tampering with Cox Equipment in any manner other than as expressly authorized by Cox; (vii) engaging in telemarketing, fax broadcasting, spam, junk or other unsolicited email;

(viii) intercepting a third party's communications or accessing or attempting to access another party's account or otherwise circumvent any security measures; (ix) uploading any virus, worm or malicious code; (x) using automated connections that allow web broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer file sharing; (xi) using as a substitute or back-up for private lines, or full-time or dedicated data connections; (xii) network hacking and "denial of service" attacks; (xiii) using unauthorized software or devices to maintain continuous active Internet connections when the connection would otherwise have entered idle mode; (xiv) engaging in "robocalling" or continuous or extensive call forwarding or long distance abuse; or (xv) auto dialers, power dialers, any type of automatic outbound dialing or predictive calling/dialing system, or the functional equivalent of any of these systems. Customer is solely liable for any misuse, unauthorized use and for controlling access to the Services, Cox Equipment, Customer Equipment, and software including payment of any charges incurred as a result of any such misuse or unauthorized use by Customer or any end user of the Service(s). Cox may immediately terminate this Agreement upon notice to Customer for any violation of this provision and Customer shall be liable for the applicable early termination fees. Cox shall determine, in its sole discretion, whether any misuse is occurring or has occurred.

Cox may further disconnect Service without notice if Cox believes the Services are being used with the intent to defraud Cox or threaten the integrity or security of the Cox network or facilities. This fraudulent activity includes, but is not limited to, fraudulently placing and/or receiving calls and/or providing false credit information to Cox or its representatives. Customer is responsible for payment of all charges for Services furnished, including charges for Services originated, or charges accepted, at Customer's telephone number. Customer's responsibility also includes all charges associated with the fraudulent use of Services either by Customer, its employees, any end users of the Services, or any other users who gain access to the Premises, the Cox Equipment, or any Customer equipment, including, but not limited to, any unauthorized users, who are able to "hack" or gain unauthorized access to Customer's network or equipment.

**A30. Shortage of Equipment or Facilities.** Cox reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond Cox's control. Cox maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with any user's transmission to another carrier. In addition, Cox reserves the right to limit call duration when deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. Cox will incur no liability for call interruptions resulting from Cox's efforts to avoid such degradation. The furnishing of service under the Agreement is subject to the availability on a continuing basis of all the necessary equipment and facilities and is limited to the capacity of Cox's fiber optic cable facilities as well as facilities Cox may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of Cox. The furnishing of service under the Agreement is subject to the



availability of adequate numbering resources and may be subject to Cox's implementation of interconnection arrangements with the incumbent local exchange carriers.

**A31. Miscellaneous.** The aforementioned documents constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, the documents shall prevail in the following order (except where applicable law requires the tariff to take precedence): (i) the terms and conditions set forth in this Agreement; (ii) the applicable Cox tariff or SG. In the event of any conflict between these General Terms and any terms and conditions in the CSA, MSA or any other written agreement in which these General Terms are incorporated, whichever is applicable, these General Terms shall control. Capitalized Terms used in these General Terms and not defined herein will have the meanings ascribed to such terms in the Service Terms, as applicable. If any term of this Agreement is, to any extent, illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement and the obligations of the parties shall be subject to modification by Cox to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. Customer agrees that State and Federal regulations may apply to Services and that, in the event of any change to such regulations, Services may be modified to be consistent with, and Customer's use of Services must be consistent with, such regulations. Except as otherwise provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. The relationship created between the parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed created hereunder. There are no third party beneficiaries to this Agreement, except as expressly provided in this Agreement. Customer's acceptance of this Agreement occurs upon the earlier of: (a) execution of this Agreement by Customer or Customer's representative, including without limitation, Customer's or Customer's representative's electronic signature on this Agreement; (b) Customer's use of any Service provided under this Agreement; or (c) Customer's retention of any Cox Equipment for more than thirty (30) days after Customer's receipt of such Cox Equipment. Except as expressly set forth in this Agreement, neither party shall use, publicize, or issue any press

release which includes the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates, without the prior written consent of such other party.

**A32. Scope of Agreement.** This Agreement is for Cox to provide Services. Unless otherwise explicitly agreed to in the Agreement, this Agreement is not for Cox to perform any construction, alteration, demolition, installation, repair or maintenance work of any kind paid for in whole or in part out of public funds. Any construction, alteration, demolition, installation, repair or maintenance work that Cox may perform in connection with or related to this Agreement will be solely to expand or maintain Cox's own facilities to provide Services to Customer and/or to other Cox customers, at Cox's option. All Cox facilities, including without limitation any such newly constructed facilities will be and shall remain the sole property of Cox. Customer shall have no ownership over, control of, or exclusive rights to use, such Cox facilities.

**A33. Regulatory Authority.** The Services may be subject to filing with the regulatory authority with jurisdiction over the Services. If the Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit Cox to make an appropriate filing. In some states, the Agreement may not be effective until approved by such regulatory authority. If this Agreement, any Services, and/or the related filing documents are not approved by the applicable regulatory authority, Cox may terminate this Agreement or Service(s), as applicable. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, and State public utility commission rules, as required.

**A34. Ownership.** Except as expressly set forth in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other party's intellectual property. As between the parties, Cox owns all rights, title and interest in and to the Services.

**A35. Third Party Provided Service.** For any Service provided via a third-party provider, Cox may pass through any outage credits Cox actually receives from the applicable third-party provider, not to exceed the Credit Allowance amount as defined by this Agreement.

**A36. Artificial Intelligence.** Cox may utilize artificial intelligence (AI) technologies to enhance the Services and improve user experience. The AI systems employed may include, but are not limited to, machine learning algorithms, natural language processing, and automated decision-making tools.



## **B. Terms and Conditions Applicable to Internet and Network Services**

In addition to all provisions in Section A above, the provisions of Section B shall also apply to all Internet and network Service(s):

**B1. Internet Services. FOR COX INTERNET SERVICES, IN ADDITION TO THIS PROVISION AND OTHER PROVISIONS CONTAINED IN THESE GENERAL TERMS, THE "COX INTERNET SERVICE DISCLOSURES" LOCATED AT [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures) SHALL APPLY.** Cox Internet Services may consist of cable modem based Service and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet bandwidth connectivity, access, modem/gateway configuration (if applicable), and a static or dynamic IP address (if applicable) together with installation of the Services as provided under this Agreement. Cox reserves the right to change an IP address at any time for any reason. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Use of data, Internet, and web conferencing/web hosting Services shall be subject to Customer and any end users complying with the AUP which may be found at [coxbusiness.com/acceptableusepolicy](http://coxbusiness.com/acceptableusepolicy). Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP. Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUP. For cable modem delivered Internet Services, Cox will supply a cable modem ("Cox Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem (including through purchase from Cox if offered by Cox to Customer), provided that the Customer provided modem meets the requirements set forth below. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem may be described at [coxbusiness.com/cbsurchargesandfees](http://coxbusiness.com/cbsurchargesandfees). The one-time modem activation fee and monthly rental fee for a Cox Provided Modem is subject to change from

time to time. Customer shall not tamper with, or attempt to reprogram the modem, including, but not limited to, "uncapping" the modem or affecting its bandwidth settings. Cox may terminate Internet Service to any modem that has been altered following programming or installation by Cox. The Cox Provided Modem shall be deemed "Cox Equipment" as defined in these General Terms and title shall remain with Cox at all times. Cox may employ reasonable network management practices to address bandwidth usage.

**B2. Equipment Requirements For Customer Provided Modem.** Customer may rent a cable modem from Cox or Customer may use their own cable modem with Cox Internet Service, provided that Customer's cable modem is 1) compatible with the applicable Cox Internet Service; 2) Compliant with DOCSIS or other applicable transport protocol; 3) reasonably clean and sanitary; and 4) in good working order. Please contact Cox Customer Care if you need more information. If Customer attempts to use a modem that is not certified for use and compatible with the applicable Cox Service(s), and/or is not in good working order, and such use results in additional cost or expense to Cox, Cox reserves the right to charge Customer an installation or repair fee.

**B3. IP Address/Domain Name Registration.** Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the applicable domain name registrar, which may be amended from time to time. Customer shall consult its domain name registrar for complete information. Customer is responsible for payment and maintenance of domain name registration.

**B4. Cox Optical Internet with Burst Option ("Burstable Service").** Charges for the Cox Optical Internet with Burst Option ("Burstable Service") consists of three (3) components: (a) a nonrecurring charge ("NRC") per connection (unless waived); (b) a fixed monthly recurring charge ("MRC") based on the Committed Information Rate (CIR) specified in the Customer's Agreement; and (c) a periodic charge based on usage, to the extent that usage exceeds the CIR specified in the Customer's Agreement. Customer's usage of Burstable Service is calculated by measuring samples of Customer's "Send Traffic" and "Receive Traffic" every five (5) minutes for the previous five (5) minute period. At the end of each month of the Term, the "Send Traffic" and "Receive Traffic" sample sets for that month are separately arranged from highest to lowest and the top five percent (5%) of samples for "Send Traffic" and "Receive Traffic" are discarded. The highest remaining sample (either "Send Traffic" or "Receive Traffic") is the Ninety-Fifth (95<sup>th</sup>) Percentile. If the Ninety-Fifth (95<sup>th</sup>) Percentile is a fraction of a megabit, it is rounded to the next full megabit and is compared to the CIR. If the Ninety-Fifth (95<sup>th</sup>) Percentile is greater than the CIR, Customer will, in addition to being billed for the CIR as described in (b) above, be billed for the difference between the CIR and the Ninety-Fifth (95<sup>th</sup>) Percentile and such difference shall be billed at the price per megabit described in the Agreement multiplied by the number of megabits. The Burstable Service is available on a best efforts basis only. The ability to burst is subject to availability and is limited to the burstable limits set forth in the Agreement.

**B5. Customer Purchased WiFi Service.** Customer is responsible for providing the equipment necessary for Customer, and its end users, to access the Wi-Fi Service purchased by Customer. If

Customer makes the Wi-Fi Service available to other persons for use, unless expressly provided otherwise, Customer shall implement an end user license agreement approved by Cox for acceptance by those end users in connection with the Wi-Fi Service access. Customer acknowledges and agrees that because Wi-Fi Service is wireless Internet access, Customer's, or its end users', transmissions could be intercepted by unauthorized persons and Customer assumes all risks associated with offering access to, and/or use of, the Wi-Fi Service provided by Cox under this Agreement. Customer agrees to waive all claims against Cox and the Cox Related Parties for any damage, loss or liability Customer may suffer due to any person monitoring, intercepting, disclosing, or corrupting Customer's or its end users' communications. Without limiting the foregoing, Cox and the Cox Related Parties have no liability to Customer or any end users using the Wi-Fi Service through Customer for damage or loss to any computers or software, including losses or damages caused by viruses that may infect Customer's or any end user's network, computers, devices (e.g., tablets, wireless phones or other peripherals), or other facilities through use of the Wi-Fi Service. When Customer uses the Wi-Fi

Service, Cox, and/or any third party vendor utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Customer hereby consents to Cox and/or the Cox Related Parties' collection, use, transmission, processing and maintenance of such data in connection with provision of the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. **ALTHOUGH COX HAS TAKEN COMMERCIALY REASONABLE STEPS TO PROVIDE A SECURE SYSTEM WITHIN LIMITATIONS EXISTING IN NETWORK AND COMPUTER INFRASTRUCTURE, COX MAKES NO REPRESENTATION OR WARRANTY THAT (A) COMMUNICATIONS OVER THE WI-FI SERVICE SHALL BE SECURE FROM UNAUTHORIZED ACCESS, INCLUDING WITHOUT LIMITATION, MONITORING, THEFT OF DATA OR CORRUPTION OF CONTENT, OR ANY OTHER DAMAGE AND (B) THAT CUSTOMER AND/OR ANY END USERS USING THE WI-FI SERVICES WILL NOT RECEIVE A VIRUS OR OTHER MALWARE THAT DAMAGES SUCH USERS COMPUTER(S), DEVICE(S) OR NETWORK FACILITY(IES). CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH ACCESS TO THE INTERNET AND HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST COX AND ANY COX RELATED PARTY FROM AND FOR ANY LIABILITY FOR UNAUTHORIZED ACCESS, FOR SECURITY BREACHES AND/OR ALL DAMAGES ARISING FROM SUCH UNAUTHORIZED ACCESS, LOSSES OR DAMAGES.**

**B6. Cox Internet Gateway, Guest Wi-Fi, and External Distribution.** If Customer has purchased Cox Internet (CBI) Service, Cox may rent to Customer, upon Customer's request, an all-in-one electronic device consisting of a cable modem and a Wi-Fi enabled LAN-side router (a "Gateway"), which shall

enable Wi-Fi Service as described above ("Cox Internet Gateway Service" or "CBIG") at the Premises. If Customer requires additional Gateways from Cox, Cox will rent to Customer (i) a Gateway for the CBIG Service and (ii) a separate, dedicated Gateway to facilitate the provision of Wi-Fi Services for Customer's end users and/or to otherwise expand the Wi-Fi coverage area for Customer's premises ("Guest Wi-Fi Service"). Customer agrees to pay Cox a non-recurring charge for the installation and activation of each Gateway and a monthly recurring charge for the rental of each Gateway from Cox. Optimal Wi-Fi end user experience for CBIG and Guest Wi-Fi Services shall not exceed fifty (50) simultaneous sessions per Gateway. Cox will not provide troubleshooting assistance directly to Customer's end users or for Customer's end users' devices. Wireless coverage area, signal strength, and speed of the CBIG, Managed Wi-Fi, and Guest Wi-Fi Services may vary and may be affected by building construction, topography, layout, and other factors. Cox does not guarantee Customer's wireless network's security against all forms of unauthorized network access. Customer is expressly prohibited from charging a fee to (including but not limited to any one-time fee, hourly, daily, monthly or other subscription or usage charges), or receiving consideration of any type from, any end user in connection with the Managed Wi-Fi, Wi-Fi Services or Guest Wi-Fi Services. Cox shall retain all ownership rights in and to all Cox Equipment including, but not limited to, the Gateway(s), modems, switches, and/or access points ("AP"), as the case may be and Customer shall return all Cox Equipment to Cox in good and working condition and in the manner described in these General Terms. All Cox Equipment provided to Customer must be returned upon service termination to avoid additional charges to Customer. Cox reserves the right to send software, firmware, code updates, downloads and/or other programs to the Gateway, and may utilize the Gateway, or any other Cox Equipment with certain Wi-Fi capabilities, and may utilize such equipment and attached wiring to distribute external Wi-Fi signals for the deployment of Cox Wi-Fi and/or Cox Cable Wi-Fi, and related similar services now or hereafter offered by Cox (such external distribution is referred to herein as, the "Cox and Cable Wi-Fi Feature"). Customer will have the right and the opportunity, at any time, to opt out of the use of its Gateway or other Cox Equipment by Cox for the Cox and Cable Wi-Fi Feature, through the customer account management tools located at [www.cox.com](http://www.cox.com), or by calling Cox Customer Care at the telephone number listed on Customer's bill. Customer hereby agrees not to include any descriptions or references to "Cox", "Cox Business", "Cox Communications", "Cox Enterprises", or any derivation thereof in the Service Set Identifier (SSID) naming convention for Customer's wireless network(s) at the Premises. Cox shall install the Gateway(s) and/or other Wi-Fi related Cox Equipment, as the case may be, in certain areas within the Premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of equipment and environmental factors (i.e., neighboring wireless networks and other relevant factors). Customer must provide Cox with electric power outlets in sufficient quantity and voltage/power for the Cox Equipment. Customer must also provide Cox with adequate space on a flat

countertop or side wall at the Premises to install the Gateway(s), with minimum dimensions of 8" x 24" per Gateway, and any other space necessary to permit the placement and adequate operation of any Cox Equipment for the provision of any Wi-Fi related Service purchased by Customer. Cox will provide Customer with basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support includes the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight Savings, and Firewall Enabled (Medium or Low).

**B7. Managed Wi-Fi.** In the event that Customer has purchased Managed Wi-Fi Private Package, Managed Wi-Fi Guest Package, Managed Wi-Fi Total Package, or any Managed Wi-Fi Complex or K-12 Managed Wi-Fi service or any other similar product offering (referred to individually and collectively, as "Managed Wi-Fi Service(s)") this provision shall apply. To receive Managed Wi-Fi Services, Customer must purchase, and maintain in place, Cox Internet Services at all times during the Term, it being understood that the Managed Wi-Fi Services cannot operate without Internet Services. The specific Cox Internet Service(s) required may vary depending upon the type of Managed Wi-Fi product purchased, and other determining factors. Any termination or discontinuation of such Internet Services shall cause an immediate termination or discontinuation of the Managed Wi-Fi Services, which will be subject to the applicable early termination fees. In connection with the Managed Wi-Fi Service, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply upon installation, and Customer may incur additional costs or charges after installation for configuration changes, addition or relocation of access points, changes to the product platform, or any other changes requested by Customer in connection with the Managed Wi-Fi Services. Unless otherwise agreed to in writing by Cox, Customer shall implement an end user license agreement, or 'splash page' approved by Cox for acceptance by all end users of the Managed Wi-Fi Services. Cox will provide a portal to Customer as part of the Managed Wi-Fi Services (with a cloud-based 'User Guide' for the portal made available) to permit Customer to self-manage certain aspects of the Wi-Fi network and review certain reports. The portal will require a login by Customer. When Customer uses the Managed Wi-Fi Services, Cox, and/or any third party provider utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Managed Wi-Fi Services. Customer hereby consents to the foregoing collection, use, transmission, processing and maintenance of such data in connection with provision of the Managed Wi-Fi Services. Cox shall have no responsibility or liability with respect to any end users' computers or devices (e.g., tablets, wireless phones or other peripherals) connecting or failing to connect to

Customer's network. The Managed Wi-Fi Services purchased by Customer may include Content Filtering as a product feature if purchased by Customer. "Content Filtering" is a feature that restricts network user access to websites that pose a heightened risk of harm to the network and/or end user devices or are otherwise objectionable, such as pornography sites, sites that distribute malware, and sites that distribute unlicensed content. The solution is designed to filter web traffic requests leveraging a managed set of objectionable categories and reputations derived from McAfee's Global Threat Intelligence system independently of Cox. While the intelligence system is continually updated to identify new sites for filtering, there is no guarantee that new threats or objectionable sites will not appear before they are identified and filtered. The Content Filtering feature is provided "as-is" and without warranty of any kind, express or implied, and is accepted fully at the risk of Customer. Neither Cox, nor its contractors, nor any third party provider or affiliate or contractor of same who installs or provides any portion of the Managed Wi-Fi Services, will be liable for any loss, expense or damage, of any nature whatsoever, which may arise out of the operation or lack of operation of the content filtering component of the Managed Wi-Fi Services, or the restriction or blocking, or failure to restrict or block any selected content, data or browsing, and Customer hereby unconditionally waives any and all claims against such parties related to the foregoing.

The provision of Managed Wi-Fi Services shall also be subject to all other terms and conditions in the Agreement related to the provision of Wi-Fi Services generally. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the Managed Wi-Fi Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Wi-Fi Services, and some features may only be available to Customer at an additional cost.

**B8. Managed Router.** If Customer purchases Managed Router Services of any type, which may include Managed Router with Advanced Security Services or any other similar product offering (referred to individually and collectively, as "Managed Router Service(s)"), this provision shall apply. To receive Managed Router Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term, it being understood that the Managed Router Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed Router product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed Router Services, which may be subject to the applicable early termination fees. In connection with the Managed Router Services, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment, which shall include a router (referred to herein as the "Router") upon the Premises, which equipment shall be owned by Cox and considered part of the Cox Equipment. Installation costs and/or nonrecurring

charges may apply. Customer will not alter or tamper with the Managed Router Service, the Router or any other Cox Equipment unless expressly authorized in writing by Cox to do so. As part of the Managed Router Service Customer will be required to maintain passwords for Customer's end user accounts through Customer's authentication server to provide for remote access. Cox will make available a VPN End User Guide (or other guides) to Customer that outline the use of the Managed Router Service, and Customer agrees not to use the Service in violation of same. Customer agrees to provide (a) Cox with the appropriate access to the Premises, including the Router installation location, at an agreed upon time to install and turn up the Router; (b) all LAN equipment to connect to the Router, which include, but is not limited to, switches and servers; (c) Cox with the necessary connections from the Router to the Customer LAN (switches, other equipment) to ensure that the Router can adequately support the Customer LAN deployment;

(d) a secure and safe location for placement of the Router and any other Cox Equipment where damage can be prevented; and (e) Cox with an appropriate point of contact that will be available at all times to provide necessary access, to answer questions, and provide relevant Customer information about the site survey, configuration requirements, and any applications that are expected to be supported through the Router. Customer shall notify Cox of any breach of security of which it becomes aware, and which may have an impact on Cox's network or provisioning of the Managed Router Services. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the Managed Router Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Router Services, and some features may only be available to Customer at an additional cost. Customer agrees that Cox will not be liable for any damages resulting from any modification or cessation of the Managed Router Services. Use of the Managed Router Service(s) is subject to Cox's third party provider's VeloCloud End User Subscription Agreement posted at <https://www.velocloud.com/company/subscription/> and Data Processing Addendum at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmwaredata-processing-addendum.pdf> and are incorporated into the Agreement by these references (collectively, "VeloCloud Terms"). In the event of a conflict between the VeloCloud Terms and any other term or condition of the Agreement, the VeloCloud Terms shall control with respect to the purchase and/or use of the Managed Router Services.

**B9. Managed SD-WAN.** If Customer purchases Managed SD-WAN Services of any type or any other similar product offering (referred to individually and collectively, as "Managed SD-WAN Service(s)"), this provision shall apply. Use of the Managed SD-WAN Service(s) is subject to the VeloCloud Terms. In the event of a conflict between the VeloCloud Terms and

any other term or condition of the Agreement, the VeloCloud Terms shall control with respect to the purchase and/or use of the Managed SD-WAN Services.

**B10. Wavelength Service Best Effort Restoration Feature.** The Cox Wavelength network allows for automatic restoration of Wavelength services in certain instances. If a Wavelength service experiences a fiber cut or other major outage, the Wavelength service may be automatically rerouted across another non-affected path, if available. Once the Wavelength service has been restored, traffic will revert to the original path. Any Wavelength service with automatic traffic rerouting shall not be considered a protected or enhanced Wavelength service. Automatic traffic rerouting is a best-effort feature provided at no additional cost as a potential operational benefit to Customer. Cox shall be subject to no liability, and Customer shall not be entitled to any credits, in the event the automatic restoration described in this Section B10 fails to occur. If Customer purchases diverse routes to the applicable Wavelength from other service providers and wants to deactivate this automatic restoration feature, Customer must inform Cox in writing and request deactivation.

### C. Terms and Conditions Applicable to Voice and Tariffed Services

In addition to all provisions in Section A above, the provisions of Section C shall also apply to all Voice Service(s):

**C1. Voice Services Generally.** "Voice Service(s)" or "voice service(s)" shall mean the following Cox Business Services: Telephony Basic, Centrex, VoiceManager, IP Centrex, PRI Trunks, SIP Trunks, VoIP, any RingCentral Services, and any other voice telephone service or feature. Voice Services are subject to change from time-to-time by Cox in its sole discretion. Upon at least thirty (30) days prior written notice to Customer, Cox may discontinue, change, or modify certain Voice Services, and certain capabilities or features associated with Voice Services, including without limitation how certain features associated with Voice Services are accessed.

If Cox transitions Voice Services to a different network platform, or if Cox performs certain maintenance or upgrade activities, or for any other reason as determined by Cox in its sole discretion, Cox may itself, or request the Customer, add, change or modify certain equipment or software at Customer's Premises in order for Customer to continue to receive the Voice Services.

If Customer purchases RingCentral Services, Customer and its use of such RingCentral Services shall also be subject to the terms set forth at <https://www.ringcentral.com/legal.html> (the "RingCentral T&Cs and Policies"). In the event of any conflict between the RingCentral T&Cs and Policies (including any additional agreements, attachments, weblinks, terms, guidelines, codes, and/or policies set forth therein) and this Agreement (including, without limitation, the Service Terms, the General Terms, and the AUP), the RingCentral T&Cs and Policies shall govern and control.

**C2. Telephone Numbers.** Cox will reserve the telephone number(s) for Customer's new telephone Voice Service. Reserved telephone numbers may change prior to the time of installation of service. Customers should not use, publish or advertise reserved telephone numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these telephone numbers. The Customer has no property right in the telephone number(s) associated with Cox telephone Voice service, however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone Voice Service. After activation of service, Cox reserves the right to change Cox assigned telephone numbers subject to federal or state law, or telephony industry guidelines. Additional terms and conditions related to telephone numbers are contained in Cox's local exchange tariffs or if applicable, in the SGs (defined below).

If Customer purchases RingCentral Services, Customer shall be subject to the "RingCentral Numbering Policy" (<https://www.ringcentral.com/legal/policies/numbering-policy.html>) included as a part of the RingCentral T&Cs and

Policies. In the event of any conflict between this Section C2 and the RingCentral Numbering Policy, the RingCentral Numbering Policy shall govern and control.

**C3. Tariffs/Service Guides.** If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guides for that State (the "SG"), which may be found at <http://www.cox.com/phonetariffs> and which terms are incorporated herein by reference. Tariffs and the SG apply to both residential and business services even if designated as residential on the web addressed referenced in the preceding sentence. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term in the Agreement. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

**C4. 911 Access.** Customer shall provide notice to Cox (i) at the time of execution of this Agreement or (ii) during the Term, at least 30 days in advance, if the Services are to be used to provide 911, E911, or NG911 capabilities to a public safety answering point, statewide default answering point, or appropriate local emergency authority (collectively "911 Access"). Cox may terminate this Agreement without liability as to any Services used to provide 911 Access at any time and for any reason by providing at least sixty (60) days' notice to Customer. Voice Services and Cox Equipment shall not be used for 911 Access prior to Cox's complete installation and activation of Services.

**C5. Usage and Additional 911 Access Terms.** THE TERMS AND CONDITIONS ABOUT COX'S 911 AND USAGE PRACTICES AT THE FOLLOWING LINK SHALL APPLY AND ARE INCORPORATED HEREIN:

[coxbusiness.com/e911](https://www.ringcentral.com/legal/emergency-services.html). If Customer purchases RingCentral Services, Customer and its use of the RingCentral Services shall be subject to RingCentral's Emergency Services Policy (<https://www.ringcentral.com/legal/emergency-services.html>) (the "RingCentral Emergency Services Policy") included as a part of the RingCentral T&Cs and Policies. For RingCentral Service, Customer is responsible for maintaining accurate Customer information related to 911 in the RingCentral platform. In the event of any conflict between this Section C5 and the RingCentral Emergency Services Policy, the RingCentral Emergency Services Policy shall govern and control.

**911 Registered Address Location.** All Voice Services have at least one registered physical address for 911 purposes. All Voice Services, except for those explicitly described as being non-mobile nomadic (capable of being used in multiple fixed locations), provided under this Agreement are only intended for use at the single registered physical address installed by Cox. If Customer relocates some or all of the telephones provided with the telephone Service under this Agreement, it is Customer's sole responsibility to notify Cox in order to update 911 location information and there may be a delay for the Customer's new address to be updated. In addition, customers can enter enhanced location information (for example, with floor or office in an office building) for 911 purposes through the MyAccount portal. Customers are solely responsible for inputting and/or verifying their enhanced location information via the MyAccount portal. VoiceManager IP Centrex Service customers do not have access to enhanced location information or non-mobile nomadic features in all areas, in which case, Cox will only provide E911 emergency agencies the billing telephone number and address associated with that number. If Customer is using a Private Branch Exchange (PBX) in connection with the Services, Customer must consult with Cox and ensure that the PBX provides Cox the telephone number and location information the Customer wishes to be provided to agencies receiving E911 emergency calls. The telephone number and location information choices available to Customer if using a PBX may vary, depending upon the services ordered, but will default to the billing telephone number if not otherwise specified.

For all voice services, which are expressly described as being non-mobile nomadic in nature (for example, Teleworker, National Number with Teleworker, or any IP Centrex service utilizing a third-party unified communications app, such as Cisco WebEx or Microsoft Teams), customers have the ability to enter specific location information for addresses in the United States in addition to the billing address into the ALI database and are solely responsible for inputting and/or verifying their specific location information. Customer shall ensure that the specific location information for 911 purposes remains correct and current at all times, including, without limitation, for voice calling applications, teleworker, and other remote calling features. Customers using Cox products or a third-party unified communications app relying on Cox databases will enter their specific location information for 911 purposes via MyAccount. Integration with unified communications apps can vary and users may receive differing prompts and amounts of prompting to update their specific location information for 911 purposes. Regardless of app prompts, Cox routes all such 911 calls based on the information contained in the specific location information, accessible via My Account. Customers shall refer to the user materials provided by Cox, available at <http://www.coxbusiness.com/starthere>, to ensure that their unified communications apps settings are configured properly to work with Cox services. In these instances, Cox will store and process the location information in My Account.

Some customers may choose to rely on cloud-based unified communications apps, instead of Cox, to serve as their virtual

Multi-Line Telephone System (MLTS) operator and handle certain 911 functions. For example, customers with Cloud Voice for Microsoft Teams have selected Microsoft Teams as their virtual MLTS operator, so Microsoft Teams is responsible for complying with MLTS regulatory requirements, such as, but not limited to, Kari's Law dialing and notification requirements (ensuring that users are not required to dial any digits before 911 to access emergency services and that a notification is sent to a centralized contact whenever a 911 call is placed); collecting, storing, and processing 911 location information; and routing 911 calls to a 911 operator or PSAP. Cox does not guarantee or warrant that virtual MLTS systems are compliant with FCC 911 requirements or will route 911 calls properly. In addition, Cox, at its sole discretion, may pass through to Customer and Customer agrees to pay any and all per 911 call operator charges it receives from the operator for Customer's 911 calls placed over a virtual MLTS systems that are routed to an intermediary operator before being routed to a PSAP.

NEITHER COX NOR ANY COX RELATED PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE VOICE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 TELEPHONE CALL INCLUDING WITHOUT LIMITATION IN CONNECTION WITH (A) CUSTOMER ATTEMPTS TO USE A NON-NOMADIC SERVICE AT AN ADDRESS WHERE EQUIPMENT WAS NOT INSTALLED BY COX, CUSTOMER'S FAILURE TO UPDATE OR INPUT ACCURATE 911 SPECIFIC LOCATION INFORMATION FOR ANY NON-MOBILE NOMADIC VOICE SERVICE OR ENHANCED LOCATION INFORMATION FOR ANY VOICE SERVICE, (C) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL BY USING OR ENABLING THE SHARED CALL APPEARANCE (SCA) FEATURE OR BUTTON ON ANY TELEPHONE(S) PROVIDED AS A PART OF THE COX VOICEMANAGER IP CENTREX SERVICE, (D) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL USING ANY THIRD-PARTY SOFTWARE, APPLICATION, VIRTUAL MLTS SYSTEM, OR 911 PROVIDER (E) A NON- MOBILE NOMADIC CALL PLACED OUTSIDE OF THE CONTIGUOUS UNITED STATES; (F) A NON-MOBILE NOMADIC CALL PLACED FROM A LOCATION OTHER THAN THE ADDRESS LISTED AS THEIR SPECIFIC LOCATION INFORMATION; (G) INTERRUPTION, DISCONNECTION OR REMOVAL OF ANY EQUIPMENT OR OTHER SERVICE NECESSARY TO RECEIVE VOICE SERVICE, (H) REMOVAL, DISCONNECTION, DAMAGE TO, OR FAILURE TO CHARGE NECESSARY BACK-UP BATTERIES; (I) CUSTOMER'S FAILURE TO CONFIGURE A UNIFIED COMMUNICATIONS APPLICATION TO ALLOW PROPER INTEGRATION WITH COX'S VOICE SERVICE, OR (J) FAILURE TO PROVIDE LOCATION INFORMATION OR CORRECT LOCATION INFORMATION FOR 911 PURPOSES TO OR FROM A THIRD-PARTY UNIFIED COMMUNICATIONS APPLICATION, VIRTUAL MLTS SYSTEM OR 911 PROVIDER.

**C6. PIN Access.** The Federal Communications Commission ("FCC") requires Customer to set up and use a Private Identification



Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account.

**C7. Letter of Agency.** Where applicable, the Letter of Agency executed in connection with this Agreement shall be valid during the Term of this Agreement for all telephone lines purchased under this Agreement that are ported to Cox, RingCentral, or the applicable third party service provider.

**C8. Long Distance (State-to-State and International Telephone Services).** If Customer subscribes to or uses any long distance (State-to- State and/or International) telephone Services from Cox, such Services shall be provided pursuant to the additional terms and conditions contained in the Long Distance Phone Services Agreement which may be found at <https://www.cox.com/aboutus/policies/business-customer-phone-agreement.html> and the applicable terms and conditions at [https://www.cox.com/content/dam/cox/aboutus/documents/Surcharges\\_and\\_Fees.pdf?sc\\_id=cb\\_cbdm\\_cb\\_cb\\_cbsurchargesandfees\\_cbvanity\\_cbT317](https://www.cox.com/content/dam/cox/aboutus/documents/Surcharges_and_Fees.pdf?sc_id=cb_cbdm_cb_cb_cbsurchargesandfees_cbvanity_cbT317), all of which are incorporated into the Agreement by this reference.

**C9. Universal Service Programs.** In connection with the FCC's Universal Service Orders, Cox will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Cox passes through the USF assessment to Customer by assessing a charge applicable against all retail interstate and international charges, including Customer's usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. Cox's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at <https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>. In States with individual State-sponsored Universal Service Programs, Cox will pay a percentage of its retail revenues to support the individual State funds. Cox will pass-through the funds' assessments, by State, to its customers by assessing a charge applicable against all retail intrastate charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. The State Universal Service Program assessment percentages are determined by each State's Fund Administrator.

**C10. Off-Network Voice Services.** Non-mobile nomadic services may be used in multiple fixed locations only in the contiguous United States and require a broadband Internet connection at all times. If used in locations outside of the boundaries of Cox's network or if used at a location that is not a Cox Business internet customer, Customer is responsible for obtaining its own non-Cox Business- provided broadband internet connection, as non- mobile nomadic services cannot

operate without a broadband internet connection and is subject to Cox's rights to terminate the Service if Cox determines in its sole discretion that the location where the Service is received or used is unacceptable to Cox. Any interruptions, degradations, outages or any other issues related to broadband Internet connections may cause interruptions, degradations, outages or other issues with non-mobile nomadic voice services provided by Cox. THEREFORE, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY NON-MOBILE NOMADIC VOICE SERVICES (INCLUDING RINGCENTRAL) RELYING ON NON-COX BUSINESS PROVIDED BROADBAND INTERNET CONNECTIONS, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, SOFTWARE DAMAGE, REGARDLESS OF THE CAUSE. NO SERVICE CREDITS OR REMEDIES UNDER ANY SERVICE LEVEL AGREEMENT SHALL APPLY FOR NON-MOBILE NOMADIC VOICE SERVICES. Any installation, repair, troubleshooting, and/or Truck Rolls for non-mobile nomadic voice services outside of Cox's market area may require additional fees and expenses to be paid by Customer beyond Cox's normal charges for in-market services. The provision of non-mobile nomadic voice services shall also be subject to all other applicable terms and conditions in the Agreement related to Voice Services generally. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate non-mobile nomadic voice services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from non-mobile nomadic voice services, and some features may only be available to Customer at an additional cost.

**C11. Backup Power/E911.** For IP-based voice Services, Cox will install IP-based voice line terminating equipment, which may include embedded multimedia terminal adapters (eMTAs), integrated access devices (IADs), and/or voice gateways. This Cox Equipment, and any other Cox-provided Equipment referenced herein, shall at all times remain the sole and exclusive personal property of Cox, notwithstanding installation at or attachment to Customer's Premises. IP-based voice Services will not operate or access E911 in the event of a power outage without backup power and are referred to herein as "Power Dependent Voice Lines."

For any Customer purchases of Power Dependent Voice Lines after July 1, 2024, Customer shall notify Cox whether such Power Dependent Voice Lines shall be designated as a "Critical Line" or a "Standard Line" based on Customer's intended use. Any designations of Critical Lines shall be reflected on the face of this Agreement or the applicable Service Order. A "Critical Line" is a Power Dependent Voice Line that is used to carry traffic deemed by Customer to require enhanced reliability, such as alarm lines, elevator lines, and security lines. A "Standard Line" is a Power Dependent Voice Line purchased and/or installed after July 1, 2024 that is not designated a Critical Line.

Any Power Dependent Voice Line purchased and/or installed by Cox prior to July 1, 2024 shall be deemed a "Legacy Line", unless otherwise designated in the Agreement or the applicable Service Order.

Cox will provide Customer with backup power for Cox-provided voice line terminating equipment and Cox-provided transport equipment associated with Critical Lines. Customer is responsible for providing backup power for all other equipment connected to Critical Lines on Customer's Premises. Cox does not provide backup power for any Cox Equipment associated with a Standard Line. Customer is responsible for monitoring the performance of any backup power source provided by Cox that provides power to any eMTA(s) associated with Legacy Lines. Upon Customer's request, Cox will provide Customer with a replacement backup power source for eMTA(s) associated with Legacy Lines until Cox provides Customer with at least thirty (30) days prior written notice of a change in policy. For Legacy Lines without an eMTA, Customer is responsible for backup power for all Cox Equipment and all Customer equipment on Customer's Premises.

IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S STANDARD LINES (INCLUDING ANY LINES PROVIDED TO CUSTOMER BY A THIRD PARTY SERVICE PROVIDER THAT ARE RESOLD BY COX UNDER THIS AGREEMENT) AND CUSTOMER'S LEGACY LINES WITHOUT A COX PROVIDED EMTA WILL NOT OPERATE WITHOUT A CUSTOMER-PROVIDED POWER SOURCE, AND CUSTOMER WILL NOT HAVE ACCESS TO E911 IN SUCH EVENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S LEGACY LINES WITH A COX PROVIDED EMTA MAY NOT OPERATE DEPENDING ON THE CONDITION OF THE COX PROVIDED BACKUP POWER SOURCE, AND CUSTOMER MAY NOT HAVE ACCESS TO E911 IN SUCH EVENT. IN THE EVENT OF A POWER OUTAGE, COX PROVIDED BACKUP POWER SOURCES THAT ARE FULLY CHARGED WILL POWER CUSTOMER'S CRITICAL LINES (INCLUDING ACCESS TO E911) FOR UP TO 8 HOURS, EXCEPT WHERE COX IS UNABLE TO PLACE AND OPERATE NETWORK BACKUP POWER EQUIPMENT DUE TO SAFETY CONCERNS SUCH AS, BUT NOT LIMITED TO, NATURAL DISASTERS, WILDFIRE CONDITIONS, FORCED GOVERNMENT EVACUATIONS, AND FUEL SHORTAGES. DURING THE TERM OF THIS AGREEMENT, COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OF CUSTOMER TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF (A) CUSTOMER REMOVES, UNPLUGS, DISCONNECTS, OR DAMAGES ANY COX PROVIDED LINE TERMINATING EQUIPMENT OR OTHER COX EQUIPMENT OR (B) CUSTOMER FAILS TO CHARGE THE BATTERY FOR SUCH EQUIPMENT AT ANY TIME. COX USES CUSTOMER'S VOICE SERVICE ADDRESS TO IDENTIFY CUSTOMER'S LOCATION FOR E911 SERVICE. IF COX PROVIDED LINE TERMINATING EQUIPMENT OR OTHER COX EQUIPMENT INSTALLED AT CUSTOMER'S PREMISES IS MOVED, THE E911 DISPATCH MAY NOT

RECEIVE CUSTOMER'S CORRECT ADDRESS. CUSTOMER SHALL NOTIFY COX IF IT WOULD LIKE TO MOVE OR RELOCATE ITS VOICE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR CUSTOMER'S NEW ADDRESS TO BE UPDATED.

**C12. Cortelco Analog Telephones Handsets.** If Customer leases or purchases Cortelco analog telephone handsets from Cox, the additional terms and conditions at [coxbusiness.com/cortelcophones](http://coxbusiness.com/cortelcophones) shall apply.

**C13. Call Recording.** Cox does not currently provide call recording as a first party feature of its Services but may refer Customer to third party services. If Customer enables any third-party call recording service, Customer expressly authorizes Cox to share Customer's information with the third-party provider, including, without limitation, Customer's name, telephone number(s), and email address. If Customer purchases RingCentral Services from Cox, certain call recording features may be available to Customer as a part of such RingCentral Services. If Customer, or any end user of the Service, records any telephone call or conversation using Cox Equipment or Services provided by Cox (including with the use of any third-party service or equipment), Customer is solely responsible for ensuring that Customer and any end user(s) comply with all applicable law. Recording a conversation without the other party's consent may be illegal in certain States. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND REGARDING THE QUALITY ASSOCIATED WITH ANY RECORDING MADE USING ANY COX EQUIPMENT OR SERVICES OR THE EQUIPMENT OR SERVICES OF ANY THIRD-PARTY. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY IF THE RECORDING MADE USING COX EQUIPMENT OR SERVICES, OR THE EQUIPMENT OR SERVICES OF ANY THIRD-PARTY, FAILS OR IS OF POOR QUALITY. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND THAT COX'S SERVICES OR EQUIPMENT WILL WORK WITH OR SUPPORT ANY THIRD-PARTY SERVICES OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF ANY THIRD-PARTY SERVICES OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR ANY INFORMATION SHARED WITH RINGCENTRAL OR CUSTOMER'S THIRD-PARTY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES THAT COX IS NEITHER A CALL RECORDING SERVICE PROVIDER NOR A PARTY TO CUSTOMER'S CONTRACT WITH ANY THIRD PARTY SERVICE PROVIDER (INCLUDING RINGCENTRAL). HOWEVER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY SUCH AGREEMENT BETWEEN CUSTOMER AND A THIRD PARTY SERVICE PROVIDER SHALL NOT MODIFY OR SUPERSEDE CUSTOMER'S AGREEMENT WITH COX OR ANY OF CUSTOMER'S OBLIGATIONS IN THIS AGREEMENT. Customer shall indemnify, defend and hold harmless Cox, its Affiliates,



employees, directors and shareholders and the Cox Related Parties from any and all claims arising from or related to recordings made using the Services, any Cox provided Equipment or any third-party services or equipment. Customer is solely responsible for any services or additional equipment that may be necessary (e.g., such as a USB device, storage or memory devices) and Cox has no responsibility to provide or support such equipment or services.

**C14. Audio On Hold.** If Customer purchases or otherwise uses any audio on hold Services (including music on hold), CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMISSIONS, LICENSES AND CLEARANCES FOR RECORDING, MODIFYING AND PERFORMING COPYRIGHTED AND/OR PROTECTED MUSIC OR OTHER CONTENT IN CONJUNCTION WITH OR THROUGH AUDIO ON HOLD

SERVICES. Cox has not secured (and will not secure) for Customer any permissions, licenses or clearances for the use of any copyrighted and/or protected music or other content and does not monitor Customer's use of audio on hold Services. Customer represents and warrants that any content and music provided by Customer or used by Customer through the audio on hold Services does not violate or infringe any intellectual property rights of any third parties, including copyright, trademark and publicity rights. Cox may terminate the audio on hold Services and any other Services if Cox believes that Customer has violated the terms of this Agreement or the rights of any third parties.

**C15. Use of Services with Intent to Annoy.** Cox may discontinue Service to any Customer, who, with intent to annoy, telephones another and uses any obscene language or makes any threat to inflict injury to any person or property. Cox may discontinue Service of any Customer, who with intent to annoy, repeatedly telephones, messages, or communicates with another without disclosing his/her true identity to the person answering the telephone or receiving the message or communication, whether or not conversation ensues. Cox may, at its discretion and subject to applicable law, terminate Service to any Customer who establishes a pattern of behavior with respect to the Services that is intended to vex, harm, intimidate, harass or annoy Cox, its employees, agents or other Cox customers or users of the network. A pattern of behavior is intended to vex, harm, intimidate, harass or annoy if it disturbs, irritates or interrupts Cox's operations through continued and repeated acts, or disturbs, irritates, or interrupts Cox customers or users of the network through continued and repeated acts. Prior to disconnection of Service for calls described above, Cox will make reasonable efforts as determined in Cox's sole discretion to persuade the Customer placing such calls or sending the messages or other communications to cease all such activity. If such activity persists, Cox may, at its option, disconnect Service. Telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by Cox. Cox may disconnect Service to any Customer who violates 47 U.S.C. §227. Restrictions on the Use of Telephone Equipment.

**C16. Fraud.** Customer is responsible for ensuring that Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on Cox's network is protected from fraudulent or unauthorized access. Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Cox detects patterns of calling that indicate that, or is otherwise alerted that, the Customer's equipment has been compromised and/or fraudulent use may be occurring, Cox or the applicable third party service provider may take emergency action to limit the amount of fraudulent calling that is occurring, including without limitation, suspending or terminating Service, without prior notice to Customer.

**C17. Interconnected VoIP (iVoIP) Services.** For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox VoiceManager, Hosted IP-PBX Services (IP Centrex), SIP Trunking, PRI Personal Mobility, any RingCentral-based Service sold to Customer under this Agreement, and any other Cox Service or feature that

(i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. These General Terms contain descriptions and charges, including but not limited to, charges for the Network Interface Fee and Services such as Directory Assistance, Directory Listing, Operator Services and other ancillary services that may be provided with the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions of the applicable Cox tariff or SG as referenced in the Agreement. The Network Interface Fee and the rates for ancillary services referenced in these General Terms are subject to change from time to time during the Term. Additional charges may apply for optional features and Services selected by Customer. Cox reserves the right to conduct a site survey at the Premises prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service. For Cox VoiceManager IP Centrex Service only, Cox shall provide Customer with Layer 2 switches for connectivity from the IP telephones to Cox's demarcation equipment; however, if Customer elects to use its own Layer 2 switches, Cox (or its designated agents or contractors) reserves the right to perform a prequalification assessment of Customer's equipment in order to confirm that such equipment meets Cox's required network specifications. Unless otherwise provided in this Agreement, Cox shall only configure one (1) data VLAN for all non-Cox traffic if Customer agrees to use Cox-provided Layer 2 switches. Cox shall have no obligation to configure multiple VLANs or to modify switch configurations. Customer is solely responsible for DHCP, security, NAT, PAT, and other LAN services for the data VLAN. If Cox uses Customer's Layer 2 switches or any other equipment provided by Customer (i.e., IP telephones, routers and firewalls) in connection with the Cox VoiceManager IP Centrex Service, neither Cox nor any Cox Related Party shall be responsible or liable for any

Service interruptions or outages related to Customer's equipment including, without limitation, improper configuration of such equipment or failure to properly repair or maintain such equipment. Any telephones or other equipment provided by Cox to Customer in connection with the Cox VoiceManager IP Centrex Service shall be deemed to be Cox Equipment.

**C18. Early Termination of Cox Business VoiceManager IP Centrex and RingCentral-Based Service Seats.**

Notwithstanding anything to the contrary in this Agreement, during the Initial Term of this Agreement, Customer may terminate up to Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service Seats or any RingCentral-based Service Seats (as defined below) that Customer ordered from Cox under this Agreement, without incurring any early termination fees for such terminated Seats. This reduction of the early termination fees does not apply if Customer terminates more than Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service Seats or RingCentral-based Service Seats that Customer ordered from Cox under this Agreement. Unless otherwise agreed to in writing by both parties, Customer agrees to limit requests to adjust the number of Cox Business VoiceManager IP Centrex Service Seats and RingCentral-based Service Seats to one change per month. For purpose of this Agreement, "Seats" means the maximum number of Customer's users of Cox Business VoiceManager IP Centrex Service or any RingCentral-based Service permitted at any one time.

**C19. Additional Limitation of Liability of Cox.**

With respect to 911 Access and Directory Listings:

(a). 911 Access is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Neither Cox nor any Cox Related Party is responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of 911 Access, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing 911 Access.

(b). Neither Cox nor any Cox Related Party is responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Access features and the equipment associated therewith, or by any Services furnished by Cox including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties for 911 Access.

(c). The liability of Cox and/or any Cox Related Party arising

from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's Service and in no event shall exceed one-half the amount of the fixed monthly line charges applicable to Voice Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of Cox and/or any Cox Related Party shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs. Neither Cox nor any Cox Related Party shall be liable for the errors of third party entities involved in the Directory Listing process.

(d). In conjunction with a non-published telephone number, neither Cox nor any Cox Related Party will be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. Cox will try to prevent the disclosure of the number of such telephone, but neither Cox nor any Cox Related Party will be liable should such number be divulged.

(e). When a Customer with a non-published telephone number places a call for 911 Access, Cox and/or any applicable Cox Related Party(-ies) will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the 911 Access upon request of such governmental authority. By subscribing to Service under these terms and conditions, Customer acknowledges and agrees with the release of information as described above.

**C20. Station Equipment.** The Customer is responsible for providing and maintaining (or causing to be provided and maintained) any terminal equipment on the Premises being served. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. Cox and/or any applicable Cox Related Party(-ies) will, where practicable, notify the Customer that temporary discontinuance of the use of a service or any associated equipment may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Cox's or, as the case may be, the applicable Cox Related Party's right to discontinue forthwith the use of a service or any associated equipment temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

**C21. Voice Services Surcharges and Fees.** Cox may invoice Customer and Customer shall pay all Taxes, Fees, and Surcharges applicable to the Voice Services, including, without limitation the following:

(a). The Network Interface Fee ("NIF") is an interstate fee that Cox assesses its iVoIP customers that helps defer some of the cost associated with carrier network interconnection services and the interface with the Public Switched Telephone Network ("PSTN"). The fee is a monthly, flat-rated charge assessed to iVoIP customers

for each line, voice path or trunk that is active on the account. Cox may change the NIF rate from time to time by providing notice to the Customer. This charge is not a charge assessed by a government agency.

(b). The Regulatory Cost Recovery Fee ("RCRF") is a monthly fee that Cox assesses its customers that helps recover costs associated with expenses associated with regulatory proceedings and compliance. The fee is percentage-based, applicable against all retail interstate and international charges. Cox may change the RCRF percentage rate from time to time by providing notice to the Customer. This fee is not a tax or fee assessed by a government agency.

A non-exhaustive list of additional Taxes, Fees, and Surcharges that may apply is described at <https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html> and <https://www.coxbusiness.com/cbsurchargesandfees>. Cox may charge additional Taxes, Fees, and Surcharges which may not be described in this Agreement or the link in the preceding sentence. All Taxes, Fees, and Surcharges are subject to change from time to time.

**C22. Toll Service.** If a Customer in any single month accrues toll charges in excess of twice the average monthly toll charges of similarly situated customers or twice the actual monthly average of the individual Customer's charges, Cox may review the Customer's previous billing and payment history. If such review indicates that the probability of payment is unlikely, Cox may contact the Customer to make inquiries concerning the abnormal usage and may require a security deposit and/or payment of charges on the account to continue service. If the Customer does not comply with the conditions prescribed in this section within forty-eight (48) hours, Cox may suspend or terminate Service. If a Customer exceeds the average monthly toll charges of Cox's customers and has exhibited a previous inability to pay such charges, Cox may impose toll controls, where technically feasible, or a toll cap of \$100.00.

**C23. Unlimited Services.** Cox Voice Services provided on an unlimited basis shall be subject to the additional restrictions in this Section, and all other use restrictions set forth in the Agreement, including, without limitation, Sections A29, C15, and C16. Unlimited Voice Services shall apply only to direct-dialed outbound calls to the United States made from the line subject to an unlimited plan. Unlimited calling is not available for calls shorter than two minutes in length. Unlimited calling shall not apply toward operator-assisted, collect calls, toll free (inbound) calls, calls billed to a third party or credit cards, or calls to directory assistance, each of which may incur additional charges to Customer. Unlimited calling plans shall not be used in conjunction with (a) call center applications, (b) Automatic Call Distribution (ACD) systems, (c) long distance Internet access, (d) resale of unlimited minutes, (e) PBX trunks or services, (f) non-square electronic key and hybrid telephone systems, (g) ground start line or trunks,

(h) ISDN services, (i) public telephone services, (j) public access smart-pay phones, (k) multiparty conference calling, multiparty "chat" lines or engaging in activities that generate minutes that result in revenue-sharing by a Customer, or (l) the functional equivalent of any system listed above. Cox and/or the applicable Cox Related Party(-ies) retains the right to monitor the type and volume of Customer's usage to ensure that Customer's use of the plan is consistent with all restrictions provided for in the Agreement. If Cox or the applicable Cox Related Party(-ies) determines that the Customer is in violation of any restrictions in this Agreement, Customer shall forfeit eligibility for the unlimited plan and Cox or the applicable Cox Related Party(-ies) may suspend or terminate Services provided to Customer or move the Customer's service to another plan offered by Cox or such Cox Related Party(-ies).

**C24. Call Validation.** Cox, certain Cox Related Parties, and the telecommunications industry are developing and implementing new call validation techniques to attest that calls are placed from known and identified customers. As the industry enables these call validation techniques, there may be unanticipated impacts to call origination and completion, which may be outside of Cox's or, as the case may be, the Cox Related Party's control. Cox is an active participant in industry forums and will work with other participating carriers to minimize negative impacts associated with the rollout of call validation. **NEITHER COX NOR ANY COX RELATED PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OF OUTGOING OR INCOMING CALLS TO BE COMPLETED DUE TO CALL VALIDATION ATTESTATION LEVELS OR IMPLEMENTATION OF CALL VALIDATION TECHNIQUES.** If a Customer disagrees with its call validation attestation level, Customer must contact Cox to discuss whether the attestation level may be changed. For the avoidance of doubt, the following does not apply for RingCentral Services: Cox uses call analytics and caller-id authentication to attempt to identify calls that are of high-, medium- and low-risk of being illegal or scam calls and automatically blocks calls predicted to be high-risk for any active telephone number or direct inward dialing line used with Voice Services. Customer will be able to change and manage the call treatment settings for each category of calls through MyAccount. RingCentral Service customers will be able to change and manage the call treatment for active telephone numbers or direct inward dialing lines in the RingCentral App and Customer/Administrative Portal.

#### **D. Terms and Conditions Applicable to Video Services**

In addition to all provisions in Section A above, the provisions of Section D shall also apply to all video Service(s) including, without limitation, a 'Cox Business TV' package, 'Contour on Campus', and 'Bulk TV Subscriptions':

**D1. Video Service.** If Customer is purchasing video Service, Cox shall provide video Services to the Demarcation Point as more specifically set forth herein, and Customer shall be responsible for the Customer Internal Distribution System and distribution of the signal past the Demarcation Point. Cox will deliver to Customer its standard channel lineup, video programming channels and video signals for the applicable Service Area (except as otherwise required by applicable law), and such lineups and signals are subject to change from time- to-time by Cox in its sole discretion. In order to receive the Service, Customer must have the necessary equipment to receive the Service (e.g., TVs, monitors, circuits, etc.) and, at all times during the Term, Customer is responsible for ensuring that such equipment is compatible with the Service, including, but not limited to, video display equipment such as video monitors, televisions or other similar displays. For example, if Cox provides Customer with an encrypted signal for the Service, Customer must have equipment with decryption capabilities that are satisfactory to Cox.

The rates charged for video services are on a per outlet basis. Customer shall not add or attempt to add additional video outlets using the video signal feed provided by Cox, without Cox's prior written consent. Customer is responsible for the costs of all additional video outlets that receive the video signal feed provided by Cox. Customer must notify Cox of any additional video outlets that receive the Cox video feed during the Term of the Agreement.

Customer acknowledges and agrees that (i) the programming and information contained in the Service may not be changed or altered by Customer or its agents; (ii) because Cox makes use of certain programming owned by others in providing the Service, Cox is not guaranteeing the provision or future availability of any particular program or channel, and (iii) Customer will make no claims nor undertake any legal action against any person or entity, including Cox's programmers or vendors, if certain programming is interrupted, discontinued or substituted. Cox may change video and music Service prices periodically during the Term of this Agreement upon thirty (30) days prior written notice. Residential video rates are not available to Customer and Customer shall be liable to Cox for the difference between the Cox Business video rates and any residential rates. Customer shall have no claim against Cox if any video or music channel is modified or deleted by any programmer supplying such content to Cox. Cox may restrict the display of certain programming or video Services to certain locations within the Premises. If Customer engages in a public performance of any copyrighted material contained in any of the video or music Services provided under this Agreement, including, without limitation, for the unauthorized showing of a Pay- Per-View event or movie, the Customer, and not Cox, shall be solely responsible for obtaining any public performing licenses and for

all corresponding charges and liability. Customer is subject to additional surcharges for outlets located in bars and/or restaurants that receive said video Services. For certain channels and programming, Customer may need to negotiate directly with the programming rights holders. In addition to any fees Customer may be responsible for to a third party, Cox may also charge Customer a separate authorization fee as determined solely by Cox. Customer shall only order Pay-Per-View programming directly from Cox.

If Cox provides digital video recorder (DVR) equipment and service ("DVR Equipment and Service") to Customer, the following shall apply: With respect to DVR Equipment and Service, Customer acknowledges and agrees that (i) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the DVR Equipment and Service, including, without limitation, any necessary reproduction or public performance licenses; and (ii) Cox does not monitor or control the Customer's use of the DVR Equipment or Service and does not have access to any content Customer may record using the Equipment or Service. Notwithstanding the foregoing, Cox reserves the right, at Cox's option, to discontinue the Service(s) and/or remove the DVR Equipment immediately if Cox discovers that Customer uses or has used the DVR Equipment or Service in a manner that violates any applicable law or regulation or that actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights.

Further, to the extent not prohibited under applicable law, Customer's indemnity obligations shall include the obligation to indemnify Cox for any actual or alleged claims of contributory or vicarious infringement that is the direct result of Customer's use of services and DVR Equipment provided by Cox to Customer.

**D2. Video Service Surcharges.** If Customer receives video service from Cox under this Agreement, then Customer is subject to a monthly "Broadcast Surcharge" fee. The current Broadcast Surcharge fee may be posted at [coxbusiness.com/cbsurchargesandfees](http://coxbusiness.com/cbsurchargesandfees).

Beginning April 1, 2017, Cox may, in its sole discretion, charge Customer a "Regional Sports Surcharge" based on the package and channels provided by Cox to Customer. The current Regional Sports Surcharge may be posted at [coxbusiness.com/cbsurchargesandfees](http://coxbusiness.com/cbsurchargesandfees).

The Broadcast Surcharge, Regional Sports Surcharge, and any other surcharges and fees on the video services are subject to change from time to time. Additional surcharges and fees may apply and are all subject to change from time to time.

Video services provided to bars and restaurants may be subject to additional surcharges as determined solely by Cox and which are also subject to change from time to time.

**D3. Premium Channels.** If Customer purchases any Premium Channels video package from Cox this provision shall apply. With respect to Premium Channels (e.g. HBO, Cinemax, Starz, Encore, Showtime, etc.), Customer acknowledges and agrees that: (i) the Customer shall comply with all obligations in the Agreement, including, but not limited to, paying for all charges when due, (ii)

Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the Premium Channels, including, without limitation, any necessary reproduction or public performance licenses; and (iii) Cox makes no representations or warranties about the availability of the Premium Channels. Notwithstanding the foregoing, Cox reserves the right, at Cox's sole option, to discontinue the Service and/or remove the Premium Channels immediately if Cox discovers that Customer uses or has used the Premium Channels or Service in a manner that violates any applicable law or regulation or actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. Customer shall be responsible for any actual or alleged claims of contributory or vicarious infringement that is the direct result of Customer's use of Premium Channels provided by Cox to Customer. For technical reasons, Cox may have to provide signal feeds for several Premium Channels (e.g., HBO, Cinemax, Starz, Encore, Showtime), up to the Demarcation Point. However, for the avoidance of doubt, past the Demarcation Point, Customer is only authorized to receive the signal for the channel(s) that it has specifically purchased, even if Cox provides signals for several channels up to the Demarcation Point. If Customer or any end user receives or attempts to receive a signal for a Premium Channel past the Demarcation Point and such channel is not purchased by Customer, this shall be deemed a material breach of the Agreement by Customer, and Cox reserves the right to immediately terminate the Agreement and/or require that Customer immediately pay all applicable early termination fees and/or require that Customer pay Cox the standard fee Cox would have charged Customer had Customer contracted with Cox to receive the Premium Channels as of the date Cox first provided the Service to Customer. Customer shall indemnify, defend and hold Cox, its parents and Affiliates, harmless from any claims arising from Customer's or any end users unauthorized use of any channel. Cox reserves the right to audit the Premises receiving Services, from time to time during the Term, to determine if Customer or any end user are receiving any signals for any channels that Customer is unauthorized to receive.

**D4. Analog to Digital Transition.** During the Term, Cox may, in its sole discretion, transition certain or all channels in the standard channel lineup from an analog transmission to a digital transmission. In such event, Customer shall be required to rent from Cox either a digital receiver box/set-top box for each video outlet or digital insertion equipment in order to continue receiving such channels. Customer shall be solely responsible for the payment of the rental fee for the digital boxes and said rental fee is subject to change from time to time. Cox will add said rental fee to Customer's monthly invoice. If digital insertion equipment is required, Customer may be charged an installation fee, and title to the digital receiver/set-top box and any digital insertion equipment shall remain with Cox at all times. Cox may, in its sole discretion, require a site survey on the Premises to identify the number of digital boxes needed. Customer acknowledges that its refusal to cooperate with or provide access to Cox to administer the digital transition may result in certain

or all channels becoming unavailable. Notwithstanding anything to the contrary in the Agreement, Customer's (i) failure to pay the rental fee for each digital box or (ii) Customer's refusal to cooperate or provide access to Cox to administer the transition (as solely determined by Cox), shall each be a material breach of the Agreement permitting Cox to immediately terminate the Agreement and/or the affected video Service(s) due to Customer's breach and Customer shall pay the applicable termination fee. As clarification, the digital box rental fee is a separate "fee" the Customer is obligated to pay and shall not be considered an increase in the rate of Service. Customer shall have no right to terminate the Agreement due to the transition of channels to a digital transmission and/or the addition of the rental fee for the digital boxes or insertion equipment. Cox, at all times, shall retain ownership of the digital box and all other equipment provided to Customer by Cox, and the digital box and such equipment shall be deemed "Cox Equipment" as defined herein.

## **E. Terms and Conditions Applicable to Other Services**

In addition to all provisions in Section A above, the provisions of Section E shall also apply as applicable:

**E1. Web Hosting Servers.** Cox reserves the right to select the server for Customer's web site for best performance. Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active Common Gateway Interface (CGI) scripts or chat scripts. If Customer's web site overwhelms the server and causes complaints from other users, Customer has outgrown the realm of shared Services and will be required by Cox to relocate its web site. If Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full-time Internet presence for Customer. Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Neither Cox nor any Cox Related Party shall have any liability to Customer for such outages or server downtime. Customer shall be solely responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

**E2. Cox Email Account.** Cox may, with at least thirty (30) days prior notice, terminate or suspend all or any portion of a Cox email account(s) provided to Customer or migrate all or any portion of a Cox email account(s) to a third party service provider. Any such termination or suspension shall be made by Cox in its sole discretion and Cox will not be responsible to Customer or any third party for any damages that may result or arise out of such termination, suspension, or migration of Customer's email account(s) and/or access to the service. Customer must log into its email account(s) using a desktop browser at least once per year.

**E3. Transport Service Outside the Continental United States.** If Customer purchases data transport Services from Cox within the United States and Customer requests that such data transport Services connect to data transport services outside the continental United States ("International Transport Services"), Customer authorizes Cox to act as its agent to purchase such International Transport Services on behalf of Customer from an International Service Provider that is authorized to provide such services in the applicable International location. Customer agrees to abide by the applicable acceptable use policy and all other terms and conditions required by the International Service Provider for such International Transport Services. Customer hereby further authorizes Cox, as Customer's purchasing agent for such International Transport Services, to receive any billing invoices directly from the International Service Provider and to submit and/or dispute payment(s) on Customer's behalf during the term of the services agreement for said International Transport Services provided that in no event

shall such actions by Cox relieve Customer's responsibility for payment for such International Service charges. Customer acknowledges and agrees that Cox, in its discretion, may combine into one (1) monthly invoice any Service charges and related fees and taxes for the International Transport Services with any Service charges and related fees and taxes for Cox Services. Customer agrees to pay such invoice in accordance with the terms and conditions of this Agreement. In exchange for Cox's service as a purchasing agent for Customer's International Service, Customer agrees to pay Cox a management fee (to be determined by Cox in its sole discretion), which fee shall be included in Customer's invoice. Any taxes and fees billed to or incurred by Cox related to the International Transport Services shall be the sole responsibility of the Customer. Cox reserves the right to terminate any Services received, provided or used outside the continental United States at any time upon written notice to Customer.

**E4. Terms and Conditions Applicable to DDoS Services.** With respect to DDoS services sold by Cox, the following provisions shall apply:

(a) **DDoS Mitigation Managed Service.** In the event that Customer purchases DDoS Mitigation Managed Services from Cox, Customer's receipt, use and purchase of such DDoS Services shall be subject to the terms and conditions of this Agreement, and the "DDoS Mitigation Managed Service Terms and Conditions" which are posted at <https://www.cox.com/content/dam/cox/aboutus/documents/DDoS-Mitigation-Terms-and-Conditions.pdf> which are incorporated into this Agreement by this reference (the "DDoS Mitigation Managed Service Terms"). In the event of a conflict between the DDoS Mitigation Managed Service Terms and any other term or condition of the Agreement, the DDoS Mitigation Managed Service Terms shall control with respect to the purchase and/or use of the DDoS Mitigation Managed Services.

(b) **DDoS Mitigation Essential Service.** In the event that Customer purchases DDoS Mitigation Essential Service from Cox, this Section E4(b) shall apply. The DDoS Mitigation Essential Service continuously monitors Customer traffic and categorizes such traffic as legitimate or malicious (DDoS) using pre-defined digital signatures. Traffic that is categorized as DDoS traffic is intercepted and discarded or rate-shaped while traffic categorized as legitimate is allowed to pass. In order to receive the DDoS Mitigation Essential Service from Cox, Customer must, at its sole cost, maintain an acceptable Cox Internet Service and static IP address that routes exclusively to Cox at all times. Customer acknowledges that Cox is not liable for the failure of performance of the DDoS Mitigation Essential Service should Customer fail to meet the foregoing requirements, and the failure of Customer to maintain such requirements shall not release Customer from its obligations under the Agreement.

For purposes of clarity, DDoS Mitigation Essential Service (i) does not offer manually-triggered mitigation, automated reporting, or alteration of the underlying automated policy, (ii) provides Customer only with the ability to enable or disable the policy-driven auto-mitigation by contacting Cox Customer Care, as set out in more detail below, (iii) is not guaranteed to prevent all DDoS attacks, and is intended to address Layer 3/4 services, and does not provide mitigation for Layer 7 services, (iv) cannot be updated with new signatures or countermeasure settings provided by Customer research or findings, (v) only protects Internet traffic on Cox Internet circuits (i.e., there is no protection for any attack traffic on non-Cox circuits or multi-homed users), and (vi) will not mitigate attacks that do not match an existing signature and therefore such attacks may still impact Customer. Customer acknowledges that, while the DDoS Mitigation Essential Service is actively mitigating attack traffic, legitimate traffic may also be impacted (i.e., collateral damage) by the anti-DDoS countermeasures. Certain manual reports may be available upon request, and as is reasonably acceptable to Cox.

Customer is solely responsible for contacting Cox Customer Care when Customer needs to request that the DDoS Mitigation Essential Service be 'toggled off' in connection with Customer's need (a) for (i) Customer testing/troubleshooting, (ii) equipment and/or network installation, maintenance, upgrades, configuration, or (iii) other similar activities and (b) to prevent any unintended consequences from auto-triggered DDoS mitigation during critical timeframes such as, but not limited to, Customer running business promotions or other activity that might result in a material increase in traffic on Customer's network. Cox is in no way liable for any damages resulting from Customer's failure to 'toggle off' as may be needed or advisable in connection with any Customer related activities. Customer is solely responsible for contacting Cox Customer Care to request that the DDoS Mitigation Essential Service be 'toggled on' once Customer is prepared to resume use of the DDoS Mitigation Essential Service after requesting a 'toggle off.' Customer is not entitled to receive any credit, reduction in MRC or other remedy for any period of time during which the DDoS Mitigation Essential Service is 'toggled off.'

Cox is not liable for any damages of any kind related to the failure of DDoS Mitigation Essential Service to prevent any DDoS attack or other intrusion, nor the impact of collateral damage, and neither shall constitute a default under this Agreement. As a non-managed, automated policy-driven best efforts Service, DDoS Mitigation Essential Service may be unavailable during periods of Cox network outages, maintenance and/or upgrades. Priority is given to protecting Cox infrastructure, and accordingly, Customer mitigations may be adjusted, suspended and/or terminated as necessary to prioritize resources for Cox internal network infrastructure protection. The sole and exclusive remedies for Customer in connection with any of the foregoing items set forth in this

Section E4(b) shall be those set forth in the applicable Cox Service Level Agreement, which is expressly incorporated in Customer's Agreement, if any.

**E5. Dark Fiber Services.** This Agreement is not intended for dark fiber services. Notwithstanding anything to the contrary in this Agreement, if dark fiber services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

**E6. Colocation Services.** This Agreement is not intended for colocation services. Notwithstanding anything to the contrary in this Agreement, if colocation services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

**E7. Cox Business Security Solutions.** This Agreement is not intended for Cox Business Security Solutions or any other business security product. If said services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.



## EXHIBIT E

### AUP

CoxCom, LLC and its affiliates and/or distribution partners (collectively "Cox") are pleased that you have chosen Cox Business. This Acceptable Use Policy ("AUP") applies to all services provided by Cox Business, including without limitation all Internet services, and any related services provided through Wifi and broadband-based services such as Cox Business Security & Surveillance service (each a "Service" or "Services"). Use of any of the Services shall at all times be subject to the terms and conditions of this AUP. This AUP is incorporated into any applicable agreement between Cox and Customer that states the AUP applies, including without limitation any applicable Commercial Services Agreement, any retail or wholesale Master Services Agreement, and any Security Services Agreement (each an "Applicable Agreement"). The AUP may be updated by Cox from time to time and the current version will appear on the Policies page on [cox.com](http://cox.com). Revised versions of this AUP are effective immediately upon posting. Customer's continued use of the Services following an update by Cox to this AUP shall constitute acceptance by Customer of the updated AUP.

In the event of a conflict between an Applicable Agreement and this AUP, the terms of this AUP will govern. Questions regarding this AUP and complaints of violations of this AUP can be directed to [abuse@cox.net](mailto:abuse@cox.net).

#### A. General Information on Use of the Services

1. **Illegal or Infringing Activity.** Customer shall not use the Service in a manner that infringes upon the rights of others, interferes with or diminishes the use and enjoyment of the Service by others, or interferes with or diminishes Cox's ability to provide the Services. Additionally, Customer shall not:

(a) Use the Services for any activity that violates, or constitutes an attempt to violate, any local, state, federal or international law, order or regulation, or to engage in tortious conduct;

(b) Use the Services to harm or attempt to harm a minor, including, but not limited to, by posting, possessing, disseminating, or transmitting material that is unlawful, including child pornography;

(c) Conduct, participate in, or otherwise facilitate, pyramid or other illegal soliciting schemes.

(d) Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

(e) Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.

(f) Post, transmit, or distribute content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable in Cox's sole discretion.

(g) Modify any customer premise equipment (including but not limited to cable modems, Gateway, ONTs, etc.) connected to the Cox network, regardless of whether the modem is owned by Customer or leased from Cox, in order to commit theft of the Service, fraudulently use the Service or provide the Service to a third party. Cox may work with law enforcement if any such theft or fraud occurs.

(h) Use the Services in a manner that infringes on the copyright, trademark, moral rights, patent, rights of privacy, rights of publicity or any other intellectual property right of any third party. Cox assumes no responsibility, and Customer assumes all risk regarding the determination of whether material is in the public domain, or may otherwise be used by Customer or any end-users of the Services for any purpose. In the event Cox receives a claim of infringement from a copyright owner, Cox may forward one or more such notices directly to you. Cox may suspend and, in appropriate circumstances, will terminate any Customer or end-user that Cox, in its sole discretion, determines is a repeat copyright infringer. For more information regarding Cox's policies and procedures addressing copyright infringement, please visit <https://www.cox.com/aboutus/policies/copyright.html>.

(i) Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy their equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan botnet, cancelbot, or other harmful feature.

(j) Transmit such large amounts of data, information, and/or other content beyond typical/expected usage for the Cox Services, as Cox determines could disrupt or cause a performance degradation under actual or assumed network conditions, regardless of intent, purpose or knowledge, to the Service or any related network infrastructure or facilities used to deliver the Service.



Repeated violations of this policy may result in suspension or termination of Service. In the event of service termination, any broadband-dependent services, including security systems, may no longer function or transmit alarm signals.

2. Spamming/Unsolicited Email. Sending unsolicited email messages, including, without limitation, commercial advertising and informational email is prohibited. Unsolicited advertisements or solicitations sent from other networks which reference email accounts or websites hosted at Cox shall be treated as if they originated from the account referenced. Customer shall not:

- (a) use the Cox Service as an email drop for responses from unsolicited email;
- (b) falsify end-user information, including forging, altering or removing email headers;
- (c) reference Cox or any related entity (e.g. by including "Organization: Cox Business" or "Cox" in the header or by listing an IP address that belongs to Cox or any related entity) in any unsolicited email even if that email is not sent through the Cox network; or
- (d) use another site's email server to relay email without the express permission of the owners of such site.

Cox uses several spam reporting services to identify unsolicited email messages and senders. Listing by one or more of these services may result in suspension of Service to Customer. Each case will be individually investigated by Cox. Cox may condition reconnection of Services upon removal of the listing from the spam reporting service.

3. Harvesting/Spidering/Spyware. The collection of email addresses, screen names, or identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or the use of software (including "spyware") designed to facilitate this activity, or use of a list obtained from such means is not allowed. An end-user suspected or found harvesting email addresses may be blocked from sending email until Cox is satisfied that the activity has stopped.

4. Data Usage, Network Management, and Misuse/Abuse. Cox is committed to the ongoing management of its network to improve its service offerings, protect Customers, and create new Services and feature enhancements for its Customers. Unless requested by Customer, Cox does not shape or throttle Internet traffic based on the particular online content, protocols or applications a Customer uses. However, Cox, in its independent judgment, uses multiple measures to ensure the best overall user experience, including, without limitation, protecting customers from illegal and harmful Internet traffic, managing email systems, and addressing excessive data consumption.

Cox employs various means to protect Customers, children, and its network, including blocking access to child pornography (based upon lists of sites provided by a third party and an international police agency), and implementing network security measures (including identification and blocking of botnets, viruses, phishing sites, malware, and certain ports as set forth below). Cox also limits bulk email (as set forth in our email policies), maintains email storage limits (including deletion of dormant or unchecked email), and rejects or removes "spam" or otherwise unsolicited bulk email to prevent abuse of our email platform.

Technologies, equipment, applications, and activities connected to the Internet consume data. Customer must ensure that any new or expanded uses of the Service are appropriate to Customer's Cox Business internet service tier, do not cause exceptional or abusive data consumption and related impacts to the network, and do not improperly restrict, inhibit, or degrade any other user's use of the Service or Cox's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. Cox's disclosures related to its broadband Internet access services specifically ("BIAS" or "Internet Services" or "Services"), including its network practices can be found at <https://www.cox.com/aboutus/policies/internet-service-disclosures.html>.

Cox reserves the right to determine, from time to time and in its sole discretion, data usage thresholds which rise to the level of abuse or misuse of the network. Excessive or abusive data consumption can adversely impact use and enjoyment of the Cox network by certain other Cox customers. Cox may take any appropriate measures to manage its network, whether or not they are described in this AUP, including without limitation, suspension or termination of any Service, or transferring a Customer's internet connection or Service to an alternative Cox service tier or technology or speed or bandwidth.

- (a) Situations in which Cox may undertake steps to address network impacts include, but are not limited to:
  - i) in response to extraordinary levels of usage or where data consumption is not characteristic of a typical commercial user of the Service as determined by Cox in its sole discretion;
  - ii) during denial of service, malware, viruses or other attacks; and/or

iii) under other exigent circumstances that may have a significant effect on our Customers' ability to use the Services or Cox's ability to provide the Services, so that Cox may provide consistent services and a positive experience to all of its customers.

(b) Common activities that may cause excessive data consumption (whether upstream or downstream) in violation of this Policy include, but are not limited to:

- i) Numerous or continuous excessive transfers of extremely large files;
- ii) Excessive backups, replication, etc.;
- iii) Abusive activities tied to an open network provided by Customer to its end-users;
- iv) Excessive streaming files, whether to the cloud or otherwise, and other high-capacity traffic.
- v) Security cameras constantly streaming high definition/4K video to a cloud storage application

Although Cox has no obligation to monitor consumption levels of the Services provided and/or overall network usage, Cox and its various affiliates reserve the right to monitor bandwidth, usage, and content from time to time, (i) to operate our Services; (ii) to identify violations of this AUP; (iii) to protect the network and Cox customers; and/or (iv) for any other purpose in our sole discretion. Accordingly, Cox's network management practices will change and evolve along with the expanding scope and use of the Internet and its inherent challenges and threats.

Transmission speed of the Service may vary with the number of end-users using the Services.

In some rare cases, where individual use reaches an abusive level, Cox may take any reasonable steps, as determined in its sole discretion, to inform Customer. Where Cox is unable to reach Customer, or if the issues in question have not been resolved after consultation with Cox, Cox reserves the right to immediately to suspend or terminate the Service, move the Customer's Service to a different bandwidth speed or tier or a different technology, and/or terminate the Agreement for violations of this Acceptable Use Policy as it deems necessary to protect the network, the Service and other Cox users, with or without notice.

Neither Cox nor its affiliates, suppliers, or agents will have any liability for any such actions. These actions are not Cox's exclusive remedies, and Cox may take any other legal or technical actions it deems appropriate with or without notice. Cox reserves the right in its sole discretion to move Customer to a different service tier or a different transport technology. Any termination of Cox services arising from an unresolved violation of this AUP shall be subject to the terms of Customer's Service Agreement, to include any early termination fees.

5. Customer Responsibility for End-Users. All references to "Customer" in this AUP shall apply to any end-user of the Service(s). If Customer allows others to use the Services, Customer is responsible for ensuring that all such end-users comply with this AUP. Customer is responsible for ensuring that all accounts, sub-accounts, and alternative account names associated with Customer's principal account comply with this AUP. Customer shall adopt and reasonably implement a policy that provides for the termination of end-users' account in appropriate circumstances, including end-users who are repeat copyright infringers. In the event of a suspected violation of this AUP, Customer will cooperate with Cox and will promptly provide Cox with information about Customer's end-users upon request from Cox. Cox may suspend or terminate Services to Customer (including Customer's end-users) if Cox determines or receives a complaint that an end-user has violated or is violating this AUP.

## 6. Resale and Redistribution of Services.

(a) The Services are provided to an individual person or company pursuant to the Applicable Agreement and such use is subject to the Applicable Agreement and this AUP. It is a violation of this AUP to provide Services to any third parties not named, described or authorized in the Applicable Agreement without prior written permission from Cox. This includes, but is not limited to, the sharing of bandwidth or services through wireless access points or wired links. Notwithstanding the foregoing, educational institutions, hotels, and military barracks may resell, provide or redistribute Cox Business Internet Service to its residents, students or guests located on their property or other approved property subject to the terms and conditions set forth in this Section 6. If permitted by the Applicable Agreement between Cox and a sales agent or service broker, such sales agent or service broker may be authorized by Cox to resell the Services to end-users approved by Cox; however, such Services may not be resold by anyone other than the sales agent or service broker authorized by Cox, including any end-user of such sales agent or service broker.

(b) Approved Resale. If Customer has been authorized in writing by Cox to resell the Services, the following provisions apply, and Customer agrees that:

(i) any resale of the Services shall not relieve Customer of its payment obligations under the Applicable Agreement with Cox;

(ii) Customer shall be solely responsible for managing end-user trouble reports and providing all support to its end-users using the Services, and Customer shall not have its end-users contact Cox directly in the event that technical support is needed except as otherwise provided in the Applicable Agreement;

(iii) Customer shall be responsible for and shall indemnify and hold Cox harmless from and against any and all liabilities, judgments, claims, losses, obligations, damages, penalties, actions, or other proceedings, suits, costs, fees, expenses and disbursements (including reasonable attorney's fees) arising out of, relating to or resulting from any violations of this AUP by Customer or its end-user(s) in connection with the use of the Services,

(iv) Customer shall not make any guarantees to its end-users regarding availability or speed of the Services;

(v) Customer shall not use any Cox trademarks or logos and shall not market or sell the Services using any Cox trademarks or logos;

(vi) Customer is responsible for ensuring that all end-users of the Services agree to the terms and conditions of this AUP, as may be amended from time to time;

(vii) if Customer becomes aware of a violation of the AUP by any of its end-users, Customer shall suspend the Services to such end-user and shall notify Cox in writing as soon as reasonably practicable;

(viii) Cox reserves the right to terminate or suspend the Services to Customer's end-user(s) if, in Cox's sole discretion, the AUP has been or is being violated by Customer's end-user(s); and

(ix) If Customer provides the Services to more than one (1) end-user and if Cox reasonably determines that Customer or any end-user of Customer is violating this AUP or any existing law or regulation in a manner that poses an immediate and substantial threat of harm to Cox's network or its ability to provide Services to Customer, its other end-users or other customers, Cox reserves the right to immediately suspend or terminate the Services to Customer, and if Cox does not have the ability to determine which end-user is responsible for the violation, to all of Customer's end-users. Customer understands that Cox may not have the ability to pinpoint the source of an AUP violation if end-users other than Customer are using the Services. Cox shall use commercially reasonable efforts to notify Customer and the offending end-user(s), if possible, of such suspension or termination and the reasons therefor as soon as reasonably practicable. If Customer sells or resells advertising or web space to a third-party Customer will be responsible for the contents of that advertising and the actions of that third party. Cox has the absolute right to reject any advertising or other third-party content that is illegal, offensive or otherwise in breach of this AUP. Cox may suspend or terminate the Services if Customer refuses to remove any advertising or other third-party content it deems objectionable.

7. Security. Customer is solely responsible for the protection of their computer equipment. Customer is responsible for any misuse of the Services, even if the inappropriate activity was committed by an employee, consultant, guest or other individuals who have access to Customer's system or network. Therefore, Customer must take steps to ensure that others do not gain unauthorized access to the Services. The Services may not be used to breach the security of other end-users or to attempt to gain access to any other person's or entity's computer, server, software or data, without the knowledge and consent of such person or entity, including attempts to circumvent the end-user authentication, or probing the security of other networks. Customer may utilize scanners, sniffers and any other such security analysis tools to maintain Customer's own network as long as Customer only uses such tools with respect to Customer's own network.

Customer shall not scan, probe, or use security analysis tools against the Cox network or the networks of our other customers. Use of or distribution of tools designed for compromising security of non-Customer networks, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. Customer shall not willfully or knowingly disrupt the Services or interfere with computer networking or telecommunications services to any end-user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, and attempts to "crash" a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature, and the improper or unauthorized seizing of operator privileges, are prohibited. Customer is solely responsible for the security of any device Customer chooses to connect to the Services, including any data stored on that device. If Cox detects that Customer's equipment or Customer's Internet transmissions contain viruses, trojans, worms or similar malicious content that adversely affects the Cox network or otherwise compromises the integrity or the operation of the Cox network, Cox may disconnect or suspend Customer from the Services immediately. In such event, Cox will make reasonable efforts to promptly

contact Customer regarding the interruption of the Services. It is Customer's sole responsibility to ensure that any device they connect to the Cox network remains secure and virus free. Login credentials such as, but not limited to, passwords and personal identification numbers to any Cox managed or owned sites and servers must follow the Cox password requirements. Accounts that do not follow this guideline may be suspended until Customer complies and is secured. Cox will not make changes to Customer accounts without proper authorization. In the event of any partnership dissolution, corporate reorganization, or other legal proceeding involving Customer and the Services, Cox may put the account on hold and suspend the Services until the situation has been resolved to Cox's reasonable satisfaction. Customer is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through Customer's account, Customer will be liable for any unauthorized use of the Cox services, including any resulting damages.

8. Customer Information Disclosure. Cox and its distribution affiliates and vendors may cooperate with law enforcement authorities in the investigation of suspected criminal violations to the extent permitted by law. Cooperation may include Cox or its vendors providing the name, IP address(es), or other identifying information regarding Customer or its end-users. Cox will not release any personally identifiable information regarding Customer (except publicly available information) or Customer's end-users to law enforcement or government agency except upon presentation of:

(a) a subpoena issued by a government entity in a civil or criminal investigation or litigation;

(b) a civil investigative demand issued by a government entity; or

(c) a court order or other similar legal mandate. Cox may release such information based upon its sole reasonable judgment as to the validity of any such order. If Cox is ordered by a court of competent jurisdiction to monitor Customer's connection to comply with a court order or legal process, Cox will treat that information as confidential and only divulge the necessary information as required by such order or legal process.

9. Inappropriate Content and Unacceptable Links. Cox is not responsible for any information accessed by Customer through use of the Services. If using the Services to reproduce, publish, display, transmit and distribute content, Customer warrants that the content complies with this AUP and Cox and its distribution affiliates are authorized to reproduce, publish, display, transmit and distribute such content as necessary for Cox to deliver the content in a timely manner.

10. Newsgroups. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. Customer is responsible for determining the policies of a given newsgroup before posting to it. Posting or cross posting the same or substantially similar messages to more than eight newsgroups is prohibited. Repeated complaints about Customer not meeting the charter of a newsgroup or posting off-topic may result in termination of Cox Business Services. Customer shall not post to any Usenet or other newsgroup, forum, or list articles which are illegal or inappropriate in the local forum.

11. Internet Relay Chat. Cox Business Services may be used to participate in "chat" discussions; however, the Services may not be used to perform chat "flooding". Any single computer or other device connected through the Services may not maintain more than two simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the end-user is not physically present at the device. The Services may not be used to access any chat server in violation of the acceptable use policy of that server.

12. Misuse of System Resources. Customer shall not use scripts or programs which consume excessive CPU time or storage space to permit the use of email services, email forwarding capabilities, POP accounts, or auto responders other than for the Customer's account; or to resell access to scripts installed on Cox servers. Cox shall determine in its sole discretion whether Customer is misusing system resources.

13. Web Hosting. If Customer operates a website through Cox, the terms of this AUP will apply. In addition, if the website is hosted on a third-party web hosting service through agreement with Cox, the third party may also have additional requirements. If Cox receives a complaint about a Customer's website, Cox will make reasonable efforts to notify Customer about the complaint. Cox is not liable if a third-party web hosting service takes down Customer's website.

14. IP Addresses. Cox's IP address policy is based on RFC 2050 and the American Registry for Internet Numbers (ARIN) guidelines for Internet Service Providers. However, Cox may allocate IP addresses in any manner which it determines, in its sole discretion, is reasonable for the operation of the Services. When Cox assigns an IP address to Customer, ownership of the IP address does not transfer to Customer or any end-user; ownership of all IP addresses assigned by Cox remains with Cox at all times. IP address assignment may be changed by Cox at any time in order to enhance network efficiency, however, notice will be provided to Customer. Unused IP addresses may be reclaimed by Cox upon notice to Customer. IP addresses are relinquished by Customer upon the expiration, termination or cancellation of the Services. Cox may require an ARIN organizational ID from Customer to complete IP requests. If requested, the organizational ID must be provided. Customer may call ARIN at 703-227-0660 to obtain an ID. Please contact Cox for any questions regarding IP address rules and

policies.

15. Domain Name Registrations. If Customer requests, Cox will register an available domain name on behalf of Customer, and such registration and use shall be subject to the terms and conditions required by the domain name registrar, which may be amended from time to time and are presently posted at <http://help.register.com/>.

16. Use of Residential Cox Internet Services. Cox customers using cox.net email addresses in conjunction with their Cox Business Services must also abide by the Cox Internet residential service Acceptable Use Policy ("Cox Residential AUP"). Please review the Cox Residential AUP for compliance located at <https://www.cox.com/aboutus/policies/acceptable-use-policy.html>.

17. Termination. Upon termination of Customer's Services, Cox is authorized to delete any files, programs, data and email messages associated with such account.

#### B. Features and Limitations of CoxMail® Email Service

1. When utilizing Cox email servers, end-users are restricted to 300 recipients per message. This includes recipients in the 'CC', 'BCC' and 'TO' fields. Each source IP may send a maximum of 900 messages per hour.

2. Forwarding/Filtering of Incoming Email. Cox is not responsible for the forwarding or storage of email sent by Customer or end-user where the account has been suspended or terminated. Cox has the right to block electronic communications from other entities on the Internet where necessary to protect the Cox network and Cox customers. Cox has the right to disable immediately any account in order to forestall further abuse or damage to email systems.

3. Email Virus Detection. Cox email servers employ virus detection and prevention methods. If a virus or malware is discovered in an email, the virus or malware will be cleaned or deleted. No report will be sent to Customer because most infected email contains a 'fake' reply address. Cox Customer Safety Department may contact Customer upon receiving a complaint.

4. Trash Folder retention. Messages that remain in the Trash folder on the CoxMail® server for 30 days or more after receipt will be deleted without notice. Customer may retain an email message indefinitely by moving it to an alternative folder.

5. Administration of Third-Party Email Server (Non-Cox Email Server). Cox prohibits the relaying of Customer email from Customer's or third party owned/administered email servers through Cox email servers. Customers who maintain their own email server or have an email server through a third party shall not use any Cox outbound email servers to deliver their email to the recipients.

#### 6. CoxMail® Dormant Mailbox Retention

(a) Dormant Mailbox Locked: When a non-administrative Mailbox\* is not checked for new email for at least 120 days, it is considered dormant and will be locked ("Dormant Mailbox"). New messages sent to a Dormant Mailbox will be returned as undeliverable. Dormant Mailboxes can be reactivated by accessing Customer's CoxMail® Mailbox via webmail (coxmail.com), POP-3 client (ex. Outlook), or by setting up an automatic forward to an active email account. (\*A non-administrative mailbox is a mailbox that does not have administrative rights. Administrative mailboxes, which allow an end-user to manage and provision mailboxes, are not locked for non-use). For more information on CoxMail® administrative Mailboxes go to <http://control.coxmail.com>.

(b) Dormant Mailbox Deleted: When a Dormant Mailbox is not checked for new email for an additional 60 days after it is locked, the Mailbox and any messages in the Mailbox at that time are deleted. PLEASE NOTE: Deleted email cannot be recovered. New messages sent to a deleted Dormant Mailbox will be returned as undeliverable. If Customer's mailbox is deleted, Customer will lose any personalization (all folders, address book entries, and preferences). If this occurs and Customer wishes to set up a new mailbox, Customer must contact its local Cox customer support representative.

#### C. Mass Mailing

1. Definition of Mass Mailing. Mass Mailing is defined as emailing to more than 150 recipients per message by either Cox customers or through their 3rd party email agents. Before Customer or its end-users engage in Mass Mailing, Customer must obtain written approval from Cox. Customer must complete the [Mass Mailing request](#) form located at <http://massmailing.coxmail.com>, and, if approval is granted by Cox, Customer must comply with all instructions and requirements outlined by Cox before Customer may engage in Mass Mailing. Cox may request to review the content of Customer's bulk mailings prior to approval. Please allow up to 72 hours for a response. Mass Mailing is not included as part of any Cox service offering and Customer has no contractual right to engage in Mass Mailing until and unless Customer receives written approval from Cox. Cox may approve, deny, or condition permission in its sole discretion. Cox may rescind

previously granted permission in its sole discretion if Customer violates any Mass Mailing policy. Formal approval must be received before Mass Mailing can commence; lack of response to a Mass Mailing request is deemed a denial of Mass Mailing authorization.

2. Customers may only send email to recipients who have intentionally requested to receive information via electronic distribution from the originating domain name or business referenced within the content of the email. Without exception, Cox prohibits the practice of mass mailing unwanted email solicitations of any type ("Spam"), regardless of content, and will take action to prevent this practice. Email distribution lists that are purchased or freely received from a third-party and/or are represented to Customer as "opt in" clean lists are not exempt from this AUP.

### 3. Mass Mailing Requirements for Approved Mass Mailing Customers

(a) Recipient Limits and Send Rate: When approved for mass mailing and utilizing Cox email servers, end-users are restricted to 300 recipients per message and 100,000 recipients per hour. Cox email servers also limit each source IP address to approximately 900 messages per hour. If Customer uses a third-party mail server or Customer's own mail server to send mass mailings, these restrictions do not apply.

(b) All email distributions must have a functional and clear option or instructions for unsubscribing or "opting-out" of the subscriber list.

(c) For all email distributions, the subject of the email must match or relate to the body of the text.

(d) The email must contain a valid physical postal address.

(e) "From", "Reply-To", "Return-Path" and "Error-To" headers must be valid and each email address must accept any bounces at the rate they may occur.

Messages that do not follow these requirements will be rejected by the server.

Cox reserves the right to reject any request to perform a mass emailing for any reason. Cox reserves the right to cease processing a sender's email if the mailing is overly burdensome on the Cox email servers. For example, this could happen due to an exceptionally large attachment or an attempt to flood the server, but should not occur with normal sending usage.

### D. Complaints and AUP Violations

If Cox receives a complaint against Customer or believes there is a violation of this AUP, Cox will investigate and if appropriate, inform Customer of the complaint. Cox will work with Customer to obtain a mutually satisfactory resolution to the complaint/violation and advise as to any necessary corrective action; however, if a resolution cannot be reached in a reasonable period of time depending upon the nature of the complaint or violation, Cox may suspend or terminate the Services. Cox reserves the right to act immediately and without notice to suspend, restrict, or terminate Services in response to a court order, government mandate, or if Cox reasonably believes Customer's activity is harmful to the Cox network or its other customers. The failure of Cox to enforce this AUP for whatever reason does not constitute a waiver of any right to do so at a later time. Cox is not liable for suspension or termination of Services arising from an alleged or actual violation of this AUP.

## EXHIBIT F INSURANCE REQUIREMENTS

**TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, COX SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL. THE TERM "COUNTY" AS USED IN THIS EXHIBIT SHALL MEAN "CUSTOMER."**

- A. **Format/Time:** COX shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. COX 'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** COX 'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically COX'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice of any cancellations of insurance. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. *Policy number must be referenced on endorsement or the form number must be referenced on certificate.*
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, COX shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. *A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.*
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, COX shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COX and **any auto** used for the performance of services under this Contract. *A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.*
- I. **Intentionally Deleted.**
- J. **Cyber Liability:** COX shall obtain and maintain with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by COX in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to COX'S profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by COX in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering,

infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

1. The Policy shall include or be endorsed to include; property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of COUNTY in the care, custody, or control of COX. If not covered under COX'S liability policy, such "property" coverage of COUNTY may be endorsed onto COX Cyber Liability Policy as covered property as follows:

If COX maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by COX. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

- K. **Workers' Compensation:** COX shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COX that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COX has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- L. **Failure to Maintain Coverage:** If COX fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order COX to stop the work, declare COX in breach, suspend or terminate the Contract.
- M. **Additional Insurance:** COX is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages:** COX is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by COX, their subcontractors or anyone employed, directed or supervised by COX.
- O. **Cost:** COX shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4<sup>th</sup> Floor, Las Vegas, Nevada 89155
- Q. **Insurance Form Instructions:** The following information must be filled in by COX'S Insurance Company representative:
  1. Insurance Broker's name, complete address, phone and fax numbers.
  2. COX'S name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Personal & Advertising Injury (\$1,000,000)
    - (F) General Aggregate (\$2,000,000)
    - (G) Products - Completed Operations Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (H) Policy Number
    - (I) Policy Effective Date
    - (J) Policy Expiration Date
    - (K) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation
  7. Professional Liability
    - (L) Policy Number
    - (M) Policy Effective Date
    - (N) Policy Expiration Date
    - (O) Aggregate (\$1,000,000)



8. Cyber Liability (Per Occurrence)  
(P) Policy Number  
(Q) Policy Effective Date  
(R) Policy Expiration Date  
(S) Aggregate (\$2,000,000)
9. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
10. Certificate Holder:  
  
Clark County, Nevada  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217
11. Appointed Agent Signature to include license number and issuing state.

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE: (MM/DD/YYYY)												
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>														
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>														
<b>PRODUCER</b> <b>1. INSURANCE BROKER'S NAME:</b> ADDRESS	<b>CONTACT NAME:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">PHONE (A.C. No. Ext.)</td> <td style="width: 40%;">BROKER'S PHONE NUMBER</td> <td style="width: 10%;">FAX (A.C. No. Ext.)</td> <td style="width: 20%;">BROKER'S FAX NUMBER</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS</td> <td colspan="2">BROKER'S EMAIL ADDRESS</td> </tr> </table>		PHONE (A.C. No. Ext.)	BROKER'S PHONE NUMBER	FAX (A.C. No. Ext.)	BROKER'S FAX NUMBER	E-MAIL ADDRESS		BROKER'S EMAIL ADDRESS					
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E-MAIL ADDRESS		BROKER'S EMAIL ADDRESS												
<b>INSURED</b> <b>2. COX'S NAME:</b> ADDRESS PHONE & FAX NUMBERS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">INSURER A.</td> <td style="width: 30%;"><b>3.</b></td> </tr> <tr> <td>INSURER B.</td> <td>Company's</td> </tr> <tr> <td>INSURER C.</td> <td>Best</td> </tr> <tr> <td>INSURER D.</td> <td>Key Rating</td> </tr> <tr> <td>INSURER E.</td> <td></td> </tr> <tr> <td>INSURER F.</td> <td></td> </tr> </table>		INSURER A.	<b>3.</b>	INSURER B.	Company's	INSURER C.	Best	INSURER D.	Key Rating	INSURER E.		INSURER F.	
INSURER A.	<b>3.</b>													
INSURER B.	Company's													
INSURER C.	Best													
INSURER D.	Key Rating													
INSURER E.														
INSURER F.														

**COVERAGES  
NUMBER:**
**CERTIFICATE NUMBER:**
**REVISION**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
<b>4.</b>	GENERAL LIABILITY	<b>X</b>		(A)	(B)	(C)	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						S(D)	1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							
GENT. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
<b>5.</b>	AUTOMOBILE LIABILITY	<b>X</b>		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Per accident)	
	<input checked="" type="checkbox"/> ANY AUTO						S(M)	1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> HIRED AUTOS							
NON-OWNED AUTOS								
<b>6.</b>	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	<b>N/A</b>		(N)	(O)	(P)	WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH; describe under DESCRIPTION OF OPERATIONS below)						OTHER	S
<b>7.</b>	PROFESSIONAL LIABILITY			(Q)	(O)	(P)	AGGREGATE	
<b>8.</b>	CYBER LIABILITY			(R)	(S)	(T)	AGGREGATE	

DESCRIPTION OF OPERATIONS - LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**9. CBE NO. 607450-25; MASTER SERVICES AGREEMENT**

**10. CERTIFICATE HOLDER**

CLARK COUNTY, NEVADA  
 C/O PURCHASING AND CONTRACTS DIVISION  
 GOVERNMENT CENTER, FOURTH FLOOR  
 500 S. GRAND CENTRAL PARKWAY  
 P.O. BOX 551217  
 LAS VEGAS, NV 89155-1217

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**11. AUTHORIZED REPRESENTATIVE**

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: \_\_\_\_\_  
AUTOMOBILE LIABILITY

COMMERCIAL GENERAL AND

CBE NUMBER AND CONTRACT NAME:

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT  
CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE  
PART.

**SCHEDULE**

Name of Person or Organization:

CLARK COUNTY, NEVADA  
C/O PURCHASING & CONTRACTS DIVISION  
500 S. GRAND CENTRAL PKWY 4<sup>TH</sup> FL  
PO BOX 551217  
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or  
organization shown in the Schedule as an insured but only with respect to liability arising  
out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS  
ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE  
ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION  
WITH THIS PROJECT.