

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. IL-8162902-mazad

This First Amendment (“First Amendment”) effective as of the date of the last signature below (**“Amendment Effective Date”**) modifies and amends the Comcast Enterprise Services Master Services Agreement No. IL-8162902-mazad (**“Agreement”**) by and between Comcast Cable Communications Management, LLC (**“Comcast”**) and DuPage County-Emergency Telephone System Board (**“Customer”**), individually referred to herein as **“Party”** and jointly referred to as **“Parties”**. In the event of an explicit conflict between this First Amendment and the Agreement, the terms and conditions of this First Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, Customer wishes to order Managed Services (as defined below) from Comcast under the Agreement;

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

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

1. The following definitions are hereby added to the Agreement, shall apply to all Statements of Work for Managed Services entered into under the Agreement and, solely as applicable to such Managed Services Statements of Work, shall prevail to the extent of any conflict with definitions of the same defined term in the Agreement:
 - a. “Managed Services” means those services described in the Comcast Enterprise Managed Services Product Specific Attachment for Managed Services (**“Managed Services PSA”**), which is attached hereto as Exhibit A and by this reference incorporated herein.
 - b. “Statement of Work (**SOW**)” means the specific business terms under which Comcast will provide Managed Services to Customer. Each SOW shall be entered into pursuant to the Managed Services PSA and incorporated herein by this reference. Any references to Sales Orders in the Enterprise General Terms and Conditions contained in the Agreement shall also be deemed to include a reference to SOWs entered into for the Managed Services.
 - c. “Comcast Equipment” means any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, and Customer-Provided Equipment even if managed by Comcast shall not be considered Comcast Equipment.
2. The Managed Services PSA referenced above in Section 1.a. is attached hereto as Exhibit A and hereby incorporated into the Agreement as an attachment. To the extent of any conflict between the Agreement and the Managed Services PSA, the Managed Services PSA shall prevail.
3. SOWs for Managed Services entered into by the Parties hereunder shall include, at a minimum:
 - a. a description of Managed Services being purchased;
 - b. a list of Service Locations at which Managed Services will be provided;
 - c. the applicable Service Term for such Managed Services; and
 - d. the charges (including any third party charges) for Managed Services.

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

**DuPage County-
Emergency Telephone System Board**

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

EXHIBIT A to FIRST AMENDMENT**PRODUCT-SPECIFIC ATTACHMENT****MANAGED SERVICES**

ARTICLE 1. MANAGED SERVICES OVERVIEW. Each SOW entered into under this PSA will describe the Managed Services to be provided within the defined Service Boundary, including the required material components, the required labor and all fees associated with each element. “**Service Boundary**” shall mean the physical and/or logical part of the Customer’s network located at a Service Location for which Comcast is providing Managed Services.

1.1 Principal Period of Service (PPS). Unless otherwise specified in an SOW, the Principal Period of Service (PPS) is defined as Monday – Friday, 8:00 A.M. to 5:00 P.M., Local (Service Location) Time.

1.2 Fees. Fees for Managed Services shall be contained in SOWs or Sales Orders entered into pursuant to this PSA. For all labor-based rates that are included in this PSA or any SOW or Sales Order entered into pursuant to this PSA, Comcast reserves the right to adjust such rates by the CPI Adjustment on an annual basis, effective as of the first day of each year. “**CPI Adjustment**” means an amount equal to the percentage increase in the “Urban Wage Earners and Clerical Workers-All Items” consumer price index (CPI-W) published by the “U.S. Department of Labor” for the most recent twelve (12) month period for which statistics are available determined by comparing such index to the index quoted for the immediately prior twelve (12) month period.

ARTICLE 2. EQUIPMENT/MATERIAL MAINTENANCE.

2.1 Any maintenance services to be provided by Comcast within the Service Boundary shall be identified in the SOW. Unless otherwise set forth in an SOW, any contracted maintenance services for repairs to equipment or materials designated in a Service Boundary attributable to and/or necessitated by unauthorized attempts by Customer to maintain the equipment, willful or accidental fault or negligence of Customer, improper use or misuse of the equipment by Customer, causes external to the equipment, such as, but not limited to, power failure or abnormal fluctuations, air conditioning failure, or failure or malfunction of the attached and/or adjacent structured distribution systems, casualty, neglect, acts of god, manufacturer’s defects out-of-box, or other performance affecting events not caused by Comcast shall not be considered part of Comcast’s normal duties to maintain and any required repair or replacement with associated costs will be chargeable at Comcast’s Out of Scope Rates contained on Schedule 1 of this PSA (the “**Out of Scope Rates**”). Costs incurred by Comcast and associated with equipment returned to Comcast that upon inspection is determined to be fully operational (“no trouble found”), will

be chargeable to Customer at Comcast’s Out of Scope Rates. Costs incurred by Comcast as a result of equipment Customer is responsible for managing, will be chargeable at Comcast’s Out of Scope Rates (including replacement equipment). Equipment damaged during transit that was not arranged by Comcast is not the responsibility of Comcast. Comcast’s repair and maintenance responsibilities do not extend to equipment of the public network nor is Comcast responsible for malfunctions in the communication system or equipment caused by malfunctions in the public network or caused by abuse or misuse of the communication system or equipment by other than Comcast. However, Comcast shall cooperate fully with the local telephone utility or other common carrier to isolate malfunctions to determine responsibility for correction thereof.

2.2 If Comcast is renting Comcast Equipment to the Customer pursuant to any SOW, Comcast reserves the right to substitute a comparable equipment model, along with the associated Licensed Software, if any, to the model identified in the SOW for a Service Location deployment in the event that Comcast is unable to obtain sufficient quantities of such equipment so long as there is no change to the rental pricing and such change does not cause a material degradation in the Services. Customer acknowledges that any Comcast Equipment and associated Licensed Software being rented to Customer pursuant to an SOW is provided by a third-party original equipment manufacturer (e.g. Cisco, Fortinet, etc.) (“**OEM**”) and as such, this network equipment and associated software may be subject to OEM market price increases during the term of the SOW. Notwithstanding any pricing terms that may be contained in the SOW to the contrary, Comcast reserves the right to increase the rental pricing associated with any Comcast Equipment and applicable Licensed Software prospectively for new Service Location deployments by an amount equivalent to any percentage increase in the market pricing for such equipment and software by the OEM through a written notice to Customer.

2.3 There is no condition under this Agreement whereby Comcast is required to remove equipment, third party hardware or decommission circuits as part of a termination initiated by the Customer.

ARTICLE 3. SERVICE LEVEL AGREEMENT RAMP UP PERIOD. The service levels that accompany Comcast’s Service Boundary responsibilities are defined by and agreed upon by both Parties within each applicable SOW. However, Comcast is contractually relieved of service level requirements specified in any SOW for the first ninety (90) days immediately following the Service Commencement Date at any Service Location. Any remedies, including service level

credits, set forth in any SOW shall be the Customer's sole and exclusive remedy for any failure to meet the specified service levels.

ARTICLE 4. WARRANTY. COMCAST REPRESENTS AND WARRANTS THAT ANY ONSITE WORKMANSHIP BY COMCAST RELATED TO THE MANAGED SERVICE(S) (INCLUDING DELIVERABLES, IF ANY, BUT EXCLUDING ANY WIRING) SHALL MATERIALLY CONFORM TO ALL RELEVANT SPECIFICATIONS FOR A PERIOD OF ONE (1) YEAR FROM PERFORMANCE. COMCAST AGREES TO CORRECT PROMPTLY ANY SUCH SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) NOT IN COMPLIANCE WITH THIS WARRANTY. HOWEVER, COMCAST RESERVES THE RIGHT TO CHARGE FOR RE-PERFORMANCE IF COMCAST DETERMINES THAT THE NONCONFORMITY WAS CAUSED BY (I) ISSUES RELATED TO CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT; (II) UNAUTHORIZED ALTERATION OR MANIPULATION BY CUSTOMER OR ANY THIRD PARTY NOT UNDER THE CONTROL OF COMCAST; OR (III) BY A FORCE MAJEURE EVENT. COMCAST AND CUSTOMER ACKNOWLEDGE THIS AGREEMENT CONFERS NO WARRANTIES FOR THE EQUIPMENT MAINTAINED BY COMCAST WITHIN THE SERVICE BOUNDARY AND COMCAST'S OBLIGATION TO MAINTAIN SUCH EQUIPMENT SHALL BE AS DESCRIBED WITHIN THE SOW.

ARTICLE 5. ADDITIONAL SERVICE TERMS.

5.1 Equipment. Customer is ultimately responsible for damaged or inoperable equipment as a result of instructions delivered by the Customer. Comcast has no liability for any damage or inoperability to such equipment except to the extent caused by the gross negligence of Comcast. Customer is responsible for providing physical security at all times to large construction equipment (i.e. personnel lifts, ladders, etc.) or other Comcast-provided equipment used to provide the Service at the Service Location.

5.2 Data Backup. Comcast is not responsible for data backup, loss, or retrieval associated with performance of the Managed Services.

5.3 In the event that Comcast is obligated to indemnify the Customer under the General Terms and Conditions as a result of any infringement of a U.S. patent or copyright related to Comcast Equipment or Licensed Software and such Comcast Equipment or Licensed Software is provided by a third party, Comcast's indemnification obligation is conditioned on Comcast having the right to indemnification from such third party provider for the applicable Comcast Equipment or Licensed Software and the Customer's sole and exclusive remedy against Comcast is limited to the pass through to the Customer of any amounts of damages applicable to the Customer that Comcast is able to recover pursuant to Comcast's agreement with such third party provider. Notwithstanding the foregoing, at the written

request of the Customer and at the Customer's expense, Comcast shall (x) enforce all of its rights and obligations under its agreements with such third-party provider(s) (including, without limitation, the indemnification rights under such agreements), and (y) pass through to the Customer any damages applicable to the Customer that are actually received from such third-party provider. To the extent that the Customer, Comcast and/or any other customer of Comcast pursues claims against a third-party provider, then any damages applicable to the Customer that are actually received from such third-party provider related to such claims shall be allocated equitably among all affected parties.

ARTICLE 6. TERMS FOR ONSITE PERFORMANCE.

6.1 Customer Responsibilities. Unless otherwise set forth in an SOW, all necessary Service Location preparation will be completed by Customer prior to Comcast coming onsite and Comcast must have access to designated work areas immediately upon arrival. In addition, any special instructions and contact information necessary for accessing a Service Location must be provided to Comcast in advance of the scheduled arrival. Any information needed from Customer to properly complete specified work on devices or systems (e.g. special instructions, contact information, usernames, passwords, software images, device configurations, IP addresses) must be immediately available to Comcast upon arrival at the Service Location.

6.2 Delays. Wait or on hold time with Customer or Customer designated third party, including, but not limited to, Customer help desk delays or delays waiting for a Customer onsite contact or Customer's completion of onsite preparation, that exceeds fifteen (15) minutes per visit (each hour in fifteen (15) minute increments) are considered out of scope and will be billed in 15 minute increments at the Out of Scope Rates.

6.3 Revisit, Expedite and Cancellation Charges. In the event that Comcast is unable to complete the onsite work due to a delay caused by Customer, an additional revisit charge of \$150.00 shall apply. This revisit fee will be assessed on a per incident basis and assumes one (1) hour round trip travel from the base office location of the personnel utilized for the failed visit. For travel in excess of one (1) hour, the hourly rates included on the Out of Scope Rates shall apply for the additional travel time incurred. Comcast will charge a \$25 fee to cancel, reschedule or expedite a prescheduled task, activity or visit if provided less than five (5) business days' notice by Customer. Comcast will charge a \$50 cancellation fee for cancellations if provided less than twenty-four (24) hours' notice by Customer, in addition to a dispatch fee (equal to the number of hours field personnel are engaged) in the event cancellation occurs after field personnel have departed their origination point for the cancelled destination.

6.4 Uplift Multiples. Unless otherwise set forth in the SOW, any labor-based charges for onsite work by Comcast assume the use of non-union labor during PPS and non-expedited scheduling. Unless otherwise set forth in an SOW, the following uplift multiples shall be applied to fixed and

hourly rates if there are deviations from these standard assumptions: Union Uplift Multiple - 1.50X, Non-PPS and Expedite (less than 48 hours' notice) - 1.50X, Holidays and Expedite (less than 24 hours' notice) - 2.00X.

6.5 Additional Terms. Unless otherwise set forth in the SOW, wall, floor, ceiling penetrations and pathway construction for power, voice, data, antenna, grounding or other physical media feeds will be deemed out of scope and will be billed at the Out of Scope Rates. Minor or ancillary materials (i.e., items costing individually less than \$25.00 each) will be chosen and supplied by Comcast unless a technical requirement identified in the SOW includes a specific or unique product/material, in which case the Customer will be responsible for providing the item. Comcast shall use commercially reasonable efforts to select appropriate product/material that will meet all technical requirements and be the most cost effective.

ARTICLE 7. TRAVEL. All travel costs associated with Customer-requested project management service will be preapproved by Customer and any such approved amounts shall be billed to Customer at cost.

ARTICLE 8. OUT-OF-SCOPE SERVICES. The Out of Scope Rates may also be utilized by Customer for any additional work that is mutually agreed by the Parties that is outside of the scope of an SOW. In such case, the out of scope services shall be ordered pursuant to the process outlined on Schedule 1, with the details of the out-of-scope work along with the associated fees to be communicated to the Customer prior to any work beginning.

ARTICLE 9. CUSTOMER RESPONSIBILITIES.

These responsibilities are intended to ensure the best possible operating environment for the equipment within the Service Boundary for trouble-free operation and service. Therefore, Customer agrees to:

- Promptly advise Comcast of any equipment malfunction regardless of cause.
- Provide adequate support and resolution to any network or CE problem that Comcast does not have direct responsibility that affects overall WAN and Service Location performance.

- Maintain equipment environment in a clean, ventilated room free of hazardous equipment or material and maintain the temperature and humidity of the space containing the equipment within the manufacturer's specified operating ranges.
- Provide a lockable door to the physical space containing the Service Boundary and limit access to physical space containing the Service Boundary to authorized personnel only.
- When required by terms of the applicable SOW, allow access to equipment as required by Comcast's field personnel.
- Notify Comcast in writing immediately prior to any software upgrades or changes of any kind to equipment inside the Service Boundary. Failure to do so will impede Comcast's ability to properly support the operation of the network. Comcast is not responsible for failure of any aspect of this Agreement if notification of software upgrades or changes of any kind is not made immediately prior to such upgrade or change. During the term of this Agreement, Customer shall operate the equipment strictly in the manner prescribed by manufacturer and shall not alter or permit the alteration of any of the equipment or software programs without the prior written notification of Comcast.
- Allow Comcast access to Service Location end user personnel for the Customer purposes of visit coordination and remedial support.
- Customer shall provide Comcast with access to Customer's and its end users' hardware and software systems, endpoints and any other facilities which access to is reasonably necessary for Comcast to perform its obligations under this Agreement, and all information reasonably requested or required (including without limitation information about each endpoint and Customer and end user account information) to allow for the successful provision of the services. A letter of agency may be required by property management if the facility where service is to be rendered is not a property owned by Customer.

SCHEDULE 1 TO MANAGED SERVICES PRODUCT-SPECIFIC ATTACHMENT

Pricing Summary For Optional Out Of Scope Services

This Schedule 1 describes certain out-of-scope services that can be sold separately to Customer on-demand for any ancillary needs that fall outside of the terms otherwise set forth in the SOWs. The scope and terms of any such ancillary project(s) shall be agreed in an order form generated by Comcast based on Customer's request or such other method as mutually agreed by the Parties. Customer can request performance of out-of-scope services at any time during the MSA Term, with such services to be performed in accordance with the pricing below and otherwise pursuant to the terms of this Agreement.

Any Services identified on this Schedule 1 to the Managed Services PSA may be ordered by Customer by sending a written request (email confirmation between Parties is acceptable means of written confirmation) or via a request entered into the Comcast Customer Care Portal. Any such Services ordered by Customer following the execution of this Agreement shall be governed by the term of this Agreement in all cases.

FS0011	Technician Services	<p>This service provides a technician at the Customer premise to provide on-site telecommunication services, as defined in a Statement of Work (SOW) agreed between Comcast and the Customer.</p> <p>Technician Services used for large projects will be coordinated with a project manager and dispatches will be planned at least 7 days in advance.</p> <p>Dispatches during Normal Hours are completed between 8AM – 5PM, Monday through Friday, local Service Location time, excluding Saturday's, Sunday's and Federal or State holidays. Dispatches performed outside of Normal Hours can be accommodated for an additional charge. The following criticality applies to Technician Services dispatches:</p> <ul style="list-style-type: none"> ▪ Criticality Dispatch (Major): on-site within 4 hours. Not available at all locations. ▪ Criticality Dispatch (Minor): on-site the same day. ▪ Criticality Dispatch (Routine): on-site the next Business Day ▪ Criticality Dispatch (Scheduled): on-site the second Business Day <p>Customer is expected to provide the equipment or other large items required for the job. Supplies provided by Comcast and used to complete the job will be invoiced to Customer as Materials.</p> <p>If a technician is sent to the Service Location at a time agreed to by the Customer and the Service Location refuses to allow the technician to perform the work, then the Customer will be billed for travel time or the minimum charged by the installer, whichever is higher.</p>
FS0021	Installation Services: Connectivity Demark Extension	<p>This service provides a technician at the Customer Service Location after the Managed Connectivity installation to:</p> <ol style="list-style-type: none"> 1) Perform Professional Activation and Demarcation Point extension, defined as Comcast installing, terminating and testing One (1) Cat 5e cable up to 100 feet from the connectivity Demarcation Point to a Customer provided Router/Firewall in the Customer designated location. <ol style="list-style-type: none"> a. cable routing through dropped ceiling, wall fish or existing conduit to a location as close to the Customer's requested location as possible; and, b. reconnection of the Customer equipment to the extended Demarcation Point, and verification that it is communicating with the Customer's Router. c. Additional inside wiring costs may be required to extend the Demarcation Point beyond 100 feet. Comcast is not responsible for these additional inside wiring charges. Comcast will obtain Customer's prior approval to install any additional inside wiring on a case-by-case basis. 2) Use its reasonable efforts to install the Customer equipment at the specific location requested by Customer within the Service Location. <p>The Connectivity Demark Extension service provided by Comcast assumes the following unless expressly called out in the notes below:</p> <ul style="list-style-type: none"> • Connectivity Demark Extension service hours are assumed as Normal Hours (8AM – 5PM, Monday to Friday, excluding Saturdays, Sundays and State and Federal Holidays); and • The following Uplift multiples will be applied to fixed and hourly rates, increasing the price agreed unless expressly noted in the table below: <ul style="list-style-type: none"> ○ Union Uplift Multiple - 1.50X; ○ Expedite requests (less than 48 hours' notice) – 1.50X; ○ Holidays and Expedite (less than 24 hours' notice) – 2.00X. • If the Customer: <ul style="list-style-type: none"> ○ makes more than 5 changes scheduled in a single week; or, ○ makes any change to a scheduled installation within seven (7) days of the scheduled install, there will be an installation change fee of one hundred dollars (\$100) for every change that results in an extra costs to Comcast. • Customer to provide a safe working environment for the Comcast Technician. • The Customer will provide access to the Service Location for the technician; and, • All installations are only at the Customer Service Location of record; and, • Low Voltage (Cat 5e) Cabling <ul style="list-style-type: none"> ○ Any installation with low voltage cabling via the ceiling assumes a drop ceiling with a height no higher than twelve (12) feet from the floor; and, ○ All low voltage cabling is installed inside walls. Walls are assumed to have clear and available pathways for the cabling run. Extra charges will apply if a clear and/or available pathway does not exist;

		<ul style="list-style-type: none"> ○ No drilling or other activity to move through a wall, ceiling or other surface to complete the installation is included; and ○ All pricing based on continuous low voltage cabling of ten (10) feet or less; and • No special equipment rental is included in the installation price; and, • Delays are covered in the appropriate Articles in the Managed Services PSA. Examples of Customer caused delays include: <ul style="list-style-type: none"> ○ Customer inability to locate equipment; or ○ Customer inability to provide immediate access to the Service Location or where the equipment is to reside; or ○ Prior to arrival of the Installer, Customer has failed to provide the necessary space, power or climate controlled facilities where the equipment is to be installed at the Service Location. <p>As a standard, Customer will receive a consolidated invoice for Connectivity Demark Extension Service with all Customer Service Locations. The invoice will display a subtotal for each Service Location and a grand total for all Service Locations combined. An electronic file with the invoice details is available to Customer upon request.</p> <p>Connectivity Demark Extension services do not include:</p> <ul style="list-style-type: none"> • Any permits or other local, state or federal licenses or permits; • Any required landlord permissions; • Any installation or movement of power lines or receptacles.
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EXHIBIT 1: OUT OF SCOPE SERVICE RATES (Sold separately on-demand for ancillary needs outside the Service Boundary)				
Field Services				
Service Number	Service	Description	Hourly Labor Rates ¹	
			Technician	Engineer
FS0011	Technician Service Criticality Dispatch – Major (4 Hours On-site)	5x8x4 PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$220	\$290
FS0011	Technician Service Criticality Dispatch – Minor (Same Day On-site)	5x8x8 PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$160	\$210
FS0011	Technician Service Criticality Dispatch – Routine (Next Day On-site)	Next Business Day PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$125	\$165
FS0011	Technician Service Criticality Dispatch – Scheduled (Second Day+ On-site)	Second Business Day PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$115	\$150
Logistics Services and Additional Spare Management Services				
Service Number	Service	Description / Principal Period of Service (PPS)	Service Rates	Additional Information
FS0021	Installation: Connectivity Demark Extension	Up to 100 ft.	\$285	▪ Price per 100 ft. of Cat 5e Plenum, excluding Travel Charge
FS0021	Installation: Connectivity Demark Extension	101 to 200 ft.	\$435	▪ Price per 200 ft. of Cat 5e Plenum, excluding Travel Charge
FS0021	Installation: Connectivity Demark Extension	201 to 300 ft.	\$525	▪ Price per 300 ft. of Cat 5e Plenum, excluding Travel Charge
FS0011	Installation: Travel Charge	Travel Charge	\$115	▪ Per Truck Roll (1 hour round trip)

¹ A minimum of one (1) hour of travel time and two (2) hours of Service per dispatch will be included in the billing. Additional travel time may be added to billing if round trip travel is greater than 1 hour. All additional travel will be rounded up to full hour. Materials charged separately. The following uplift multiples will apply to all rates shown above with Uplift multiples to be applied to fixed and hourly: Union Uplift Multiple - 1.50X, Non-PPS and Expedite (less than 48 hours' notice) - 1.50X, Holidays and Expedite (less than 24 hours' notice) - 2.00X. International will be handled on an Individual Case Bases (ICB).