

# SERVICE REFERRAL AGREEMENT

**THIS SERVICE REFERRAL AGREEMENT** (the "Agreement") is made and entered into this
 day of

 2007, (the "Effective Date") by and between Comcast Cable Communications, LLC, with offices located at

 1500 Market Street, Philadelphia, PA 19102-2148 ("Comcast") and
 with its principal office located at

 ("Referral Representative").

## BACKGROUND:

**WHEREAS**, Comcast, through its subsidiaries, affiliates and/or managed partnerships, provides high-speed Internet access services to business customers as more particularly described in Exhibit "A", attached hereto (the, "Service(s)"); and

**WHEREAS**, the parties desire for Referral Representative to market and refer to Comcast, prospective customers of the Service within the territory described in Exhibit "B", attached hereto (the, "Territory").

**NOW, THEREFORE**, based upon the mutual benefits and agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

- 1. <u>Appointment</u>. Comcast hereby appoints Referral Representative on a non-exclusive basis, to refer customers located in the Territory to Comcast, in accordance with the terms and conditions herein. Comcast reserves the right to market the Service directly on its own behalf and/or through other agents, inside and outside the Territory.
- 2. <u>Independent Contractor</u>. Referral Representative's appointment hereunder is as an independent contractor and not a partner or employee of Comcast. This limited appointment shall not create a joint venture, franchise, or partnership or agency relationship at law. Referral Representative hereby waives the benefit of any state, provincial, or federal laws or regulations dealing with the establishment and regulation of franchises.
- 3. <u>Relationship of Parties.</u> Each party acknowledges that it has separate responsibility for all applicable federal, state and local taxes for itself and any of its employees, and each party agrees to indemnify and hold the other harmless from any claim or liability therefore. Without limiting the generality of the foregoing, Referral Representative shall not be treated as an employee of Comcast for state or federal income tax purposes, nor will Referral Representative be an employee of Comcast for purposes of the Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Social Security Act or any other federal, state or local unemployment or employment security act. Each party understands and agrees that its respective employees shall not be entitled to participate in health or disability insurance, retirement or pension benefits, if any, to which employees of the other party may be entitled. Neither party is authorized to make any promise, warranty or representation on the other party's behalf with respect to the Services or to any other matter, except as expressly authorized in writing by the other party.
- 4. <u>Responsibilities of Referral Representative</u>
  - a. Referral Representative shall use its best efforts to promote, solicit orders for and sell the Service. In referring potential customers hereunder, Referral Representative shall submit to Comcast's designated location a referral form, in the form specified in Exhibit "C", attached hereto ("Referral Form"). Comcast may at any time revise the Referral Form and the referral process, including without limitation, utilizing a web-based referral/qualification process. Under no circumstances shall Referral

Representative be entitled to receive commissions for any referral that is not made via a Referral Form (or such other referral process as Comcast may designate in writing). Referral Representative agrees that it shall only submit Referral Forms based upon a Service request made from a prospective customer to Referral Representative.

- b. Referral Representative shall at all times maintain the minimum number of monthly net (i.e., referrals actually resulting in Service installation) installations specified in Schedule 1 (which may be revised by Comcast), attached hereto. In the event Referral Representative fails to attain such minimum installation levels for two (2) or more consecutive quarters, Comcast may without limitation, terminate the Agreement upon at least thirty (30) days prior written notice.
- c. Referral Representative represents and warrants to Comcast that Referral Representative: (a) it understands all aspects of the Service offered by Comcast and the respective capabilities and limitations of such Services; and (b) it will not misrepresent Service aspects, capabilities and/or limitations to any Customer or third-party.
- d. Referral Representative shall have no right or obligation to bill or collect from customers or potential customers any fees or charges for the Services.
- e. Referral Representative agrees that it shall not conduct any advertising or marketing campaigns, including, but not limited to, telemarketing, e-mail, radio, television or print advertising, for the Services, unless Comcast first approves such campaign in writing, which approval may be withheld by Comcast in its sole discretion.
- f. Referral Representative understands and agrees that Comcast will set the terms; conditions and prices for the Services and that Referral Representative shall not imply or represent anything to the contrary to any person or entity. Referral Representative shall not make any representations or warranties or use any materials or provide any information regarding the Services that have not been provided by or expressly approved in writing by Comcast.
- g. In marketing the Services hereunder and otherwise conducting its business, Referral Representative shall comply with all federal, state, county, and local laws, rules and regulations, as directed by Comcast in writing. Referral Representative shall, and cause its employees, subcontractors and agents, to adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with customers, potential customers and the public. Referral Representative shall at all times conduct its operations and manage its personnel that its action, or the actions of its subcontractors, agents, or employees, will not negatively impact Comcast or its public relations with the community.

### 5. <u>Responsibilities of Comcast</u>.

- a. Comcast will determine in its sole discretion whether the customer identified in a Referral Form has been previously referred to Comcast by a person other than Referral Representative, during the ninety (90) day period preceding Referral Representative's referral and, if so, Comcast will notify Referral Representative and Referral Representative shall not be entitled to a Commission for any such referral.
- b. Following its receipt of a Referral Form, Comcast will determine and notify Referral Representative if the referred customer qualifies for Service.
- c. Following its receipt of a properly completed Referral Form, Comcast will assign a Comcast support representative to determine whether the customer is in a Comcast serviceable area and, if so, Referral Representative and such representative shall arrange for completing and signing any necessary documentation and scheduling Service installation.
- d. Comcast will be solely responsible for installation and activation of the Services to potential customers, billing, technical support, customer service and termination of Services.
- e. Referral Forms submitted by Referral Representative shall not be binding upon Comcast until and unless such potential customer meets all of Comcast's Service criteria and Service is installed under Comcast's standard subscriber agreement.

#### 6. <u>Commissions; Reporting</u>.

- a. During the term of this Agreement and subject to the terms and conditions herein, Comcast shall pay to Referral Representative commissions ("Commissions") in accordance with the terms and conditions specified in Schedule 1, attached hereto. Referral Representative acknowledges and agrees that Comcast may revise all Schedule 1rates, terms and conditions upon at least sixty (60) days prior written notice. The Commissions shall be the full and total compensation due to Referral Representative under this Agreement.
- b. Commissions will only be paid for installation of Comcast's "Business Class" Service plan (unless Comcast specifically designates other qualified service plans and corresponding commissions through a written revision of Schedule 1), to a customer location ("Location") within the Territory, resulting directly and solely from Referral Representative's submission of a Referral Form and otherwise following all reporting procedures specified in this Agreement.
- c. Referral Representative agrees to provide written notification of all disputes it may have regarding unpaid Commissions (and as the case may be, charge-backs, as defined in Schedule 1) within thirty (30) days of the date such Commission is earned or claimed to be earned (or date of the chargeback) and any dispute for which Referral Representative does not provide such notification shall be deemed waived.
- d. During the term of this Agreement, Comcast shall provide Referral Representative with a monthly report, in the format described in Exhibit "D", attached hereto, identifying Service installations for customers referred hereunder. Such report shall be used solely for the purpose of reconciling Commissions owed hereunder and shall be treated as strictly confidential information of Comcast, in accordance with the confidentiality provisions under Section 8, hereof. Referral Representative shall indemnify and hold harmless Comcast from any claims resulting from the use or disclosure of such information in violation of the provisions this section.
- 7. <u>Trademarks and Service Marks</u>. Except as expressly set forth herein, Referral Representative shall not be deemed by this Agreement or any provision hereof to acquire any right, title or interest in or to the use of the name "Comcast," the Comcast service marks, or in or to any trademark or service mark now or hereafter owned by or authorized to Comcast or any affiliate thereof (the "Comcast Marks"). Referral Representative shall not use the Comcast Marks in its business, trade or corporate name without the express written consent of Comcast. To the extent that this Agreement expressly authorizes use of the Comcast Marks, such use by Referral Representative is permitted solely for purposes of Referral Representative's performance of its obligations under this Agreement, and the Comcast Marks may not in any instance be used to promote the services of any other provider. Immediately upon termination of this Agreement, or upon Comcast's request, Referral Representative will cease using and turn over to Comcast any materials using the Comcast Marks, unless Comcast has consented to ongoing use by the Referral Representative of the Comcast Marks pursuant to a separate written agreement. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

#### 8. <u>Confidentiality</u>.

- a. Confidential Information shall mean all business and technical information of a party which is nonpublic, confidential or proprietary. Confidential Information may be written, oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. Each party to this Agreement will hold in confidence and not disclose to others any Confidential Information of the other party without the prior written consent of a duly authorized representative of the disclosing party. Confidential Information disclosed under this Agreement will be used only by the receiving party to perform its obligations hereunder.
- b. The obligations of confidentiality contained in this Section shall not apply to any information that: (a) was already known to the receiving party, other than under any obligation of confidentiality, at the time of disclosure by the other party; (b) was or becomes generally available to the public or otherwise part of the public domain other than through any act or omission of the receiving party in breach of this Agreement; (c) was disclosed to the receiving party, other than under an obligation of confidentiality,

by a third party who had no obligation to the other party not to disclose such information to others; (d) is independently developed by the receiving party; or (e) is required to be disclosed under operation of law or governmental process. In the event either party is required to disclose the other's Confidential Information under operation of law or government process, such party shall provide the disclosing party with reasonable advance notice prior to such disclosure.

- 9. Personally Identifiable Information. Notwithstanding anything in this Agreement to the contrary, Referral Representative hereby acknowledges that personally identifiable information ("PII") relating to customers of the Service is subject to the subscriber privacy protections set forth in Section 631 of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Section 551). To the extent that Comcast discloses any such personally identifiable information to Referral Representative, it does so in recognition of the services being provided by Referral Representative hereunder and in furtherance of Comcast's legitimate business activities related to such services. Referral Representative hereby agrees that it shall use such information solely for the purposes of this Agreement, and restrict disclosure of PII to those employees with a need to know and shall not further disclose such information to any third party. Referral Representative shall not use PII of any customer for any other purposes, including without limitation, to market Referral Representative's products and services, unless first approved in writing by such customer. Referral Representative hereby acknowledges that the breach by Referral Representative of any of its obligations under this Section 9 cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this provision by Referral Representative will cause Comcast irreparable harm. Referral A gent agrees that in the event of a breach or threatened breach of this provision, Comcast shall be entitled to injunctive and other equitable relief.
- 10. <u>Interference With Contract.</u> Referral Representative, its affiliates and subsidiaries, and their respective employees and agents, hereby agree that they shall not directly induce, influence or suggest that any Comcast customer purchase, contract for, or switch to any non-Comcast service which would replace Service or non-Comcast service similar to the Service. This requirement shall exist for the term of the Agreement. In no event shall Referral Representative use Confidential Information of Comcast at any time during or after the term hereof, for any of the foregoing described prohibited activities. Comcast shall have the right to enforce the terms of this Agreement, by obtaining an injunction or specific performance from any court of competent jurisdiction. The remedies set forth herein are cumulative and are in addition to, and not in limitation of, other remedies available at law or in equity. None of the remedies specified in this Agreement for any default or breach of this Agreement shall be exclusive. The provisions and remedies of this Section 10 shall survive the expiration or termination of this Agreement.
- 11. <u>Term, Termination, Effect of Termination</u>.
  - a. This Agreement shall be effective as of the Effective Date and, unless sooner terminated in accordance with its terms, shall continue for a period of 180 days ("Initial Term"). Unless and until either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the Term, this Agreement shall continue thereafter on a month-to- month basis.
  - b. Either party may, at its election, terminate this Agreement, immediately if an order by any court or governmental authority with proper jurisdiction deems the activities of either party to be in conflict with an applicable law, rule or regulation, or if Comcast loses any authorization, franchise or permit necessary to provide the Services. Either party may, at its election, terminate this Agreement if material breach by the other party occurs, and such material breach continues uncured for a period of thirty (30) days after written notice from the non-breaching party.
  - c. Either party may terminate this Agreement if the other party becomes insolvent or makes an assignment for the benefit of its creditors, or if a committee of creditors or other representative is appointed to represent its business, or if a voluntary or involuntary petition under any section of a bankruptcy or similar act shall be filed by or against the other party and such party fails to discharge the petition or to obtain dismissal of the petition within thirty (30) days following the appointment of such committee or representative.

- d. Notwithstanding anything to the contrary herein, either party may at any time with or without cause or for convenience, terminate this Agreement by providing at least thirty (30) days prior written notice of such intent to the other party.
- e. Comcast may terminate this Agreement if, for two (2) consecutive calendar quarters, Referral Representative fails to provide the minimum number of net installations specified in Schedule 1
- f. Upon termination of this Agreement for any reason, Referral Representative shall immediately cease offering the Service and shall return to Comcast any marketing materials, materials containing Comcast's Marks and Confidential Information.

## 12. <u>Indemnification</u>.

- a. Referral Representative shall indemnify, defend and hold Comcast and its parents, affiliates and subsidiaries, and its and their directors, officers, employees, and agents harmless against any liability for any claims, actions, causes of actions or demands arising out of (i) the conduct of Referral Representative's business, including without limitation, to the extent of any claims which arise with respect to any disputes between potential customer(s) and Referral Representative; and (ii) Referral Representative's breach or violation of any representation, warranty, covenant of this Agreement or the confidentiality provisions in Section 8 hereof.
- b. Comcast shall indemnify, defend and hold Referral Representative and its parents, affiliates and subsidiaries, and its and their directors, officers, employees, agents and/or assignees harmless against any liability for any claims, actions, causes of actions or demands arising out of (i) the conduct of Comcast's business; and (ii) Comcast's breach or violation of any representation, warranty, covenant or any other terms of this Agreement or the confidentiality provisions in Section 8 hereof.
- 13. <u>Limitation of Liability</u>. EXCEPT WITH RESPECT TO INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER SPECIAL DAMAGES TO THE OTHER PARTY INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
- 14. <u>Representations and Warranties</u>. Each party represents and warrants that:
  - a. the execution, delivery and/or performance of this Agreement will not conflict with or result in any breach of any provision of the charter, by-laws or other governing instruments of such party or any agreement, contract or legally binding commitment or arrangement to which such party is bound;
  - b. it is not subject to any limitation or restriction (including, without limitation, non-competition, and confidentiality arrangements) that would prohibit, restrict or impede the performance of such Party's obligations under this Agreement;
  - c. it will comply with all laws, rules and regulations applicable to its business and the performance of its duties hereunder; and
  - d. it owns all right, title and interest (or otherwise has sufficient rights) in and to its trademarks and service marks and other intellectual property used in connection with the performance of its obligations hereunder.

## 15. <u>Miscellaneous</u>.

a. This Agreement shall at all times be subject to (i) changes or modifications to comply with, and (ii) any necessary approvals of, local state and federal regulatory agencies having jurisdiction over the provision of the Services in the Territory.

- b. This Agreement shall be interpreted under and governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles.
- c. No provision (or part thereof) of this Agreement which shall be declared invalid or unenforceable by a final non-appeasable ruling by a court or agency of competent jurisdiction shall in any way invalidate any other provision of this Agreement, all of which shall continue in full force and effect.
- d. The rights of Comcast and Referral Representative hereunder are cumulative, and no exercise or enforcement by either party hereto of any right or remedy hereunder shall preclude the exercise or enforcement by such party of any right or remedy hereunder or any right or remedy to which it is entitled by law. Neither Comcast nor Referral Representative shall be deemed to have waived any of its rights under the Agreement by virtue of any failure or refusal by that party to exercise any right under the Agreement or to require full compliance by the other party with its obligations under the Agreement.
- e. Neither Comcast nor Referral Representative shall be liable for loss or damage or be deemed to be in breach of this Agreement if its failure to perform its obligations results from acts of God, fires, strikes, embargoes, war, insurrection, riot, and other causes beyond the reasonable control of the party. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.
- f. Referral Representative agrees that it shall not at any time during the term of this Agreement or any renewal hereof, directly or indirectly, make, publish or otherwise communicate through any medium any deleterious or disparaging remarks concerning Comcast, Comcast's Marks (as defined in Section 5 hereof), Comcast's customers or any product or service offered or provided by Comcast or the cable industry generally. Referral Representative acknowledges and agrees that Comcast shall be entitled to injunctive and other equitable relief in the event of a breach or threatened breach of the foregoing described non-disparagement obligations. For purposes if this Section 14(f), references to Comcast, shall include Comcast, its parents, subsidiaries, affiliates and their respective officers, directors and employees.
- g. The exhibits and schedules to this Agreement are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between Comcast and Referral Representative relating to the subject matter hereof. All prior or contemporaneous agreements, proposals, understanding and communications between Comcast and Referral Representative regarding the subject matter hereof, whether oral or written, are superseded by this Agreement.
- h. Referral Representative may not assign or otherwise transfer this Agreement (including by merger or operation of law) without the prior written approval of Comcast, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- i. The following provisions shall survive the expiration and termination of this Agreement: Sections 6, 7, 8, 9, 10 and 11, and such other sections, schedules or exhibits hereto, that by their terms, may reasonably be expected to survive such expiration or termination.
- j. This Agreement may not be modified or amended except by a written instrument executed by both parties.
- k. All notices required to be given under this Agreement must be given in writing and delivered either by hand delivery, by certified mail, return receipt requested, postage pre-paid, or by Federal Express or other recognized overnight delivery service, all delivery charges pre-paid, and addressed:

If to Comcast

<u>With copy to</u> Comcast Cable Communications, LLC. 1500 Market Street Philadelphia, PA 19102-2148 Attention: General Counsel

If to Referral Representative:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Comcast Authorization
Signature:
Print:
Title:
Date:
Referral Representative
Signature Just Tomes
Print: Kurt Tomicich
Company: <u>KRT Computer Services</u>
Title:Owner
Date: 10/6/2009

#### **SCHEDULE 1**

#### COMMISSIONS AND RELATED TERMS AND CONDITIONS

1. During the term of the Agreement and subject to the terms herein, Comcast will pay Referral Representative a one-time Commission payment at the rates specified below, for installation of Service to a customer location within the Territory, directly resulting from Referral Representative's submission of a Referral Form in accordance with the terms of the Agreement.

- 2. The following terms and conditions shall apply to Commissions and this Schedule 1:
  - (a) Commissions shall be paid within forty-five (45) days of the end of the calendar month during which Comcast verifies that all of the below criteria for earning a commission have been satisfied with respect to the referred customer:
    - Customer must not already (or at any time during the 120 days immediately preceding the referral) be an existing Comcast customer of the Service, including without limitation, under Comcast's "Pro" Service plan;
    - (ii) The Service installation location "Location" for the underlying Referral Form must be within the Territory.
    - (iii) The referred customer must not already be identified as an existing referral provided to Comcast or have been previously referred to Comcast during the past 90 days or entered into Comcast's commercial order workflow system.
    - (iv) Customer must be accepted by Comcast (i.e., meet applicable credit, serviceability, and equipment requirements);
    - (v) Service must be installed at the Location, with equipment meeting Comcast's specifications therefore and under Comcast's standard Service agreement(s):
    - (vi) Customer must not have terminated (i.e., "deactivated") Services on more than two (2) previous occasions
    - (vii) In no event shall Comcast pay more than one commission or similar form of compensation for the same referral.
    - (viii) No Commissions shall be payable for any transfers of current Comcast customer accounts, bulk accounts, and re-starts of Customer accounts less then 30 days from the disconnection date.
  - (b) Chargeback: Comcast reserves the right to deduct from future commission amounts or require repayment of amounts paid to Referral Representative (collectively, "chargeback") under the following circumstances:
    - Early Termination or Cancellation: if Customer fails to maintain Service for at least ninety (90) consecutive days immediately following Service installation (i.e. cancels service within 90 days from activation of Service).
    - (ii) Non-Pay: Customer fails to pay any amounts due for the initial 90 days' of Service.

(iii) Any fraudulent orders submitted to Comcast by Referral Representative or its employees or agents. For the purposes of this paragraph, a "fraudulent" order form includes without limitation, any order form submitted by for a customer who is induced by Referral Representative to terminate a pending order not generated by Referred Representative; or

(iv) Any knowingly misrepresentation by Referral Representative of the prices, terms or conditions of Services, promotions or other services offered by Comcast.

(b) Comcast may revise Schedule 2, including without limitation, increasing or decreasing Commissions, adding or deleting Service plans (and corresponding commissions) and revising Schedule 2 terms and conditions upon at least thirty (30) days prior written notice to Referral Representative. Commissions are only payable for installed units of the Services resulting from Referral Form approved by Comcast. Comcast's tracking of installations shall determine when a Commission is owed. Commissions shall only be paid with respect to the Service plan(s) specifically described in Exhibit A.

Notwithstanding anything in this Agreement to the contrary, upon termination or expiration of the Agreement (other than a termination for a breach by Referral Representative), Referral Representative shall be entitled to receive Commissions earned through the date of termination and thereafter, Comcast shall have no further payment obligation in any way related to the Agreement.

Business Services Installed (2 or 3 year term)	<b>One-Time Commission Per Installed Unit</b>
Business Services HSD (Standard or Enhance)	\$100
Business Services Digital Voice	\$75

**One Time Commission Rates** 

Quarterly Number of New Installations required in Referral Program is

\*Number of quarterly installations shall be based upon the number of commercial cable modem unit ("Unit(s)") Service installations at commercial geographic locations during three consecutive calendar months.

\*

- Commissions Paid within 45 days after the month in which Installs occurred and are calculated to above Schedule 1
- Referral Unit is defined as an Installed Commercial Cable Modem to a "Commercial Geographic location" within the Assigned Territory.

# EXHIBIT A

## **Comcast Business Class Services**

The product features and specifications set forth below are subject to change from time to time in Comcast's sole discretion. Please check with you local market contact for current features and pricing.

Product Information	Business Class Standard	Business Class Enhanced
Designed For:	Small business, generally 5 – 10 employees.	Medium business, generally 20 – 40 employees or higher bandwidth users.
Tier Features	<ul> <li>Speed: 6.0 Mbps / 1.0 Mbs</li> <li>1 Dynamic IP Address</li> <li>business e-mail addresses</li> <li>Comcast.net Portal</li> <li>NAT Firewall and networking support</li> </ul>	<ul> <li>Speed: 16.0 Mbps /2.0 Mbps</li> <li>1 Dynamic IP Address</li> <li>business e-mail addresses</li> <li>Comcast.net Portal</li> <li>NAT Firewall and networking support</li> </ul>
Options	<ul> <li>1 or 5 Static IP Addresses</li> <li>Business Class e-mail – in groups of 5</li> <li>Business Web Site Hosting – Tiers</li> <li>Domain Name Hosting</li> </ul>	<ul> <li>1 or 5 Static IP Addresses</li> <li>Business Class e-mail – in groups of 5</li> <li>Business Web Site Hosting – Tiers</li> <li>Domain Name Hosting</li> </ul>
Equipment	Integrated Router and Modem	Integrated Router and Modem
Support	Business Class- Priority 800-611-1781	Business Class- Priority 800-611-1781

# **EXHIBIT A (continued)**

## **Comcast Business Class Services**

The product features and specifications set forth below are subject to change from time to time in Comcast's sole discretion. Please check with you local market contact for current features and pricing.

Product Information	Business Class Voice 2 Line	Business Class Voice Up to 8 Line
Designed For:	Small business, generally 5 – 10 employees.	Small & Medium business, generally 8 - 20 employees.
Features	<ul> <li>2 Primary Business Lines &amp; 1 Fax Line</li> <li>Voice Mail</li> <li>Unlimited Local and Long Distance (Canada included)</li> <li>12 Popular Calling Features (Call Waiting, Caller ID, Three-Way Calling, Speed Dialing &amp; Call Blocking)</li> <li>Enhance Voice Mail</li> <li>Reserve Power Supply</li> <li>E-911</li> </ul>	<ul> <li>8 Primary Business Lines &amp; 1 Fax Line</li> <li>Voice Mail</li> <li>Unlimited Local and Long Distance (Canada included)</li> <li>12 Popular Calling Features (Call Waiting, Caller ID, Three-Way Calling, Speed Dialing &amp; Call Blocking)</li> <li>Enhance Voice Mail</li> <li>Reserve Power Supply</li> <li>E-911</li> <li>Hunt Group</li> </ul>
Service Capabilities	<ul> <li>E-911</li> <li>Operator Assistance</li> <li>Directory Assistance</li> <li>Call Restrictions</li> <li>White &amp; Yellow Pages Directory Listings</li> </ul>	<ul> <li>E-911</li> <li>Operator Assistance</li> <li>Directory Assistance</li> <li>Call Restrictions</li> <li>White &amp; Yellow Pages Directory Listings</li> </ul>
Equipment	Phone Adapter connected to Broadband Internet Connection (VoIP)	Phone Adapter connected to Broadband Internet Connection (VoIP)
Support	Business Class- Priority 800-611-1781 4 Hour Mean Time to Repair	Business Class- Priority 800-611-1781 4 Hour Mean Time to Repair

# EXHIBIT B

# Territory\*

STATE	REGION
CA	Central CA Region

\*Comcast may revise the Territory at any time.

# EXHIBIT C Comcast Commercial Referral Form

Potential Customer Information	
Company Name:	Contact Person & Title:
	Contact Phone:
Address:	Contact Fax:
	Contact Email Address:
	Website:
	D & B #:
Description of Business:	
Total # of Employees:	Existing Services: Dial-up, DSL, ISDN, Frame, T-1
Total # of Workstations:	Current Provider:
Total # of Remote Employees:	
Customer Requirements for Connectivity:	
Site Information	
Site Information	
Type of Building Stand Alone, Strip Mall, Complex	# of Floors:
Type of Building Stand Alone, Strip Mall, Complex Existing Cable TV: Yes or No	# of Floors:
Type of Building Stand Alone, Strip Mall, Complex Existing Cable TV: Yes or No <b>Referral Information</b>	# of Floors: Cross Streets:
Type of Building Stand Alone, Strip Mall, Complex Existing Cable TV: Yes or No	# of Floors: Cross Streets:
Type of Building Stand Alone, Strip Mall, Complex Existing Cable TV: Yes or No <b>Referral Information</b>	# of Floors: Cross Streets:
Type of Building Stand Alone, Strip Mall, Complex Existing Cable TV: Yes or No Referral Information Referral Name:	# of Floors: Cross Streets: Referral Code: Date:
Type of Building Stand Alone, Strip Mall, Complex Existing Cable TV: Yes or No          Referral Information         Referral Name:         Referral Signature:	# of Floors: Cross Streets: Referral Code: Date:
Type of Building Stand Alone, Strip Mall, Complex Existing Cable TV: Yes or No          Referral Information         Referral Name:         Referral Signature:         Print Name:         Comcast Information	# of Floors: Cross Streets: Referral Code: Date:
Type of Building Stand Alone, Strip Mall, Complex Existing Cable TV: Yes or No Referral Information Referral Name: Referral Signature: Print Name: Local Market Contact Information:	<pre># of Floors:</pre>
Type of Building Stand Alone, Strip Mall, Complex Existing Cable TV: Yes or No          Referral Information         Referral Name:         Referral Signature:         Print Name:         Comcast Information	# of Floors: Cross Streets: Referral Code: Date: