

Comcast Business Communications, LLC *a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering services throughout this Network Service Proposal identified as "Comcast".*

NETWORK SERVICE PROPOSAL

Weston Preparatory Academy
Request for Proposal

Internet Services
January 13th, 2014

Steve Mitchell
Strategic Enterprise Account Executive
4500 Delemere Boulevard
Royal Oak, MI 48073
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Transmittal Letter

January 13th, 2014

Ms. Valerie Nelson
Weston Preparatory Academy
26365 Hamden Street
Madison Heights, MI 48071

Dear Ms. Nelson,

Comcast looks forward to a mutually rewarding business relationship with Weston Preparatory Academy and its representatives. Comcast Business Communications, LLC ("Comcast") is pleased to provide this proposal (the "proposal") to Weston Preparatory Academy ("Weston Preparatory Academy") for managed network services in response to the request for proposal; form 470 application number 791340001154834 dated October 26th, 2013 with an allowable contract date of November 23rd, 2013 for Weston Preparatory Academy.

Weston Preparatory Academy is responsible for compliance with applicable state and local procurement laws. It is our understanding that Weston Preparatory Academy, based on this request for proposal, is not seeking services pursuant to the State Procurement code or under a current cooperative purchasing agreement between Comcast and the State under which Weston Preparatory Academy is a qualified buyer.

As you proceed in the selection process, please feel free to contact your Strategic Enterprise Account Executive, Steve Mitchell, at 734-680-6369, with any questions, comments, or concerns.

The Network Service Agreement included in the Appendix represents the sole terms and conditions upon which the above mentioned services are being offered except to the extent prohibited by State and local procurement law. No statement made in the proposal shall be considered a contractual term unless expressly included in the aforementioned Network Service Agreement or as agreed upon by the parties as a result of contract negotiations. Comcast, as part of the post bid submission process, would be amenable to negotiating limited modifications to the Network Services Agreement appended to the attached proposal, to address additional items (if any) that your organization feels are critical to its consideration and use of the Comcast solution.

Sincerely,
Comcast Business Communications, LLC



Terrence J. Connell
Senior Vice President

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Executive Summary

In the ever-changing world of communications, Comcast redefines how high bandwidth products and services are delivered. Comcast brings unsurpassed scalability, reliability, resiliency, and leading edge solutions directly to your organization. Comcast can meet your organization's communications needs quickly, efficiently, and professionally with business-class service and support. Comcast is well positioned to offer long-term value to support future technology strategies. Our integrated Internet and data products are delivered over an extensive and deep enhanced fiber optic network that is physically diverse from the phone companies.

Comcast proposes, specifically, to provide a managed and scalable Wide Area Network and scalable Internet Access that will seamlessly link each individual site listed in the RFP. Your organization will be able to exchange data at speeds up to 500 Mbps from each site.

Comcast feels this proposal offers a flexible solution that is capable of meeting current and future demands. Other Comcast advantages include:

Performance

- Major performance improvements and cost reductions over legacy WAN technologies like T1, Frame Relay, ATM, and private lines

Resilient, robust enhanced fiber network for ongoing operations and business continuity.

- High network availability, minimal latency and low packet loss
- Self-healing, redundant core network architecture
- A network covering 141,000 fiber route miles

Highly reliable and scalable Ethernet data and Internet services tailored to meet your needs.

- Manageable services that grow with your business
- Bandwidth in flexible increments from 1Mbps to 10Gbps

Our Comcast Business Promise

- Dedicated Project Managers
- Proactive Monitoring to the Customer Premise
- Service Level Agreement
- 24x7 Dedicated Enterprise Support

Comcast is pleased to submit this proposal for state-of-the-art, efficient and affordable high-bandwidth digital communications services and looks forward to developing a solid business relationship with you and to assisting your organization in addressing its communication needs. Comcast is confident that the solutions presented in this proposal will provide a cost-effective solution that supports business objectives and quality requirements and will enhance your overall communication services portfolio.

This proposal is valid for 60 days.

COMCAST BUSINESS

Solution Overview

Comcast is uniquely positioned to offer long-term value to support current and future technology requirements. Based on the requirements specified Comcast would specifically propose provisioning the following as a solution.

Comcast Ethernet Dedicated Internet Service

- Metro Ethernet Forum (MEF) compliant Ethernet Private Line (EPL) from the CPE to Comcast Internet POP
- Dedicated symmetrical Internet access
- Multiple IP address Allocation
- Domain Name Services
- Optional Border Gateway Protocol (BGP4) Routing

Additional Services Offered

Comcast Business Trunks

- Switched Voice Trunk Service
- ISDN / PRI Connectivity From Customer PBX
- QoS; Traffic Prioritization and Bandwidth Allocation

Comcast Business VoiceEdge

- Unlimited inbound, local and long distance calling
- Web Portal for features management
- 3-way calling, call waiting, call transfer
- Local number porting
- Telephony Toolbar

The proposed solution was designed to enable demanding IP based applications. The network easily meets the infrastructure demands of bandwidth-intensive applications and limits the need to purchase or configure additional WAN technology. This service has very high availability so that interruptions are minimized.

This is a scalable and flexible service. With Comcast, your organization gets true any-to-any connectivity which allows traffic to move from any site to any other site within the network through a single Ethernet interface.

You will also have the ability to have a network solution that meets

Comcast Business ETHERNET

RELIABLE, RESILIENT DESIGN

High network availability, minimal latency and low packet loss

FULLY SCALABLE SOLUTIONS

Symmetrical dedicated bandwidth configurable from 1Mbps to 10Gbps

BROAD & DIVERSE NETWORK

Your information travels across our own enhanced fiber network with 141,000+ national route miles of fiber

REDUNDANT CORE ARCHITECTURE

Rapid recovery time from network incidences

OUR COMCAST BUSINESS PROMISE

Dedicated project managers, proactive monitoring to the customer premise, service level Agreement, and 24x7 Dedicated Enterprise Support

TOP APPLICATIONS

- Remote LAN connectivity
- High-Speed Internet access
- Server consolidation
- Data storage, backup and recovery
- Transport for VoIP



Metro Ethernet Forum
metroethernetforum.org



today's requirements but is capable of scaling to other locations or to meet future bandwidth demands. If, or when, you need additional network capacity, an upgrade agreement would be negotiated with Comcast and the billing terms would be specified in that agreement.

Finally, Comcast will supply dedicated access to the Internet using Comcast's Ethernet Dedicated Internet Service (EDI). EDI is a symmetrical, dedicated Internet access service provisioned on an Ethernet platform that is easy and fast to upgrade. Comcast will provision Internet connectivity for the sites to jointly access the Internet. Your organization will have the ability to scale that connection in 1 Mbps increments up to 10 Mbps or 10 Mbps increments up to 100 Mbps or 100 Mbps increments up to 10 Gbps depending on configuration.

Comcast service can easily scale to accommodate new bandwidth requirements. Comcast has uniquely diverse routing, commonly physically disparate from most other Telco provider's networks. Bandwidth can be added very quickly, often within hours.

With Comcast, your organization will leverage our extensive fiber network for a reliable and scalable network and connection to the Tier 1 Internet backbone using a simple Ethernet interface that allows for true plug and play compatibility. Additionally, with Comcast there are no local loop charges, typical with other service providers.

Summary

At each of the locations specified in this response, Comcast will install network edge equipment that will facilitate the connection between your network and ours. As part of the service, Comcast will provide, monitor and maintain the edge devices. Comcast also provides web-based monitoring and reporting tools available 24x7 upon request.

With Comcast you will receive a trusted data transport solution from the largest broadband provider offering unparalleled flexibility in configurations and pricing. Combine our years of commercial experience with leading edge innovative technology and service capabilities and differentiation among networking service providers becomes much clearer.

Technical Specifications

Service Description

Comcast's Ethernet Dedicated Internet (EDI) Service provides a reliable, simpler, more flexible, and higher bandwidth options than T1 or SONET-based dedicated Internet access services. The service is offered with a 10Mbps, 100Mbps, 1Gbps or 10Gbps Ethernet User-to-Network Interface (UNI) in speed increments from 1Mbps to 10Gbps subject to available capacity. The service provides an Ethernet Virtual Connection (EVC) from the customer premises location to a Comcast Internet Point of Presence (POP) router.



Section 1. Technical Specifications

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

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

Figure 1: Available UNI interface types and CBS values for different CIR Increments

1.2 Traffic Management. Comcast's network traffic-policing policies restrict traffic flows to the subscribed, Committed Information Rate (CIR). If the customer-transmitted bandwidth rate exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. The customer's router must shape their traffic to their contracted CIR.

1.3 Maximum Frame Size. The service supports a maximum transmission unit (MTU) frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

1.4 Layer 2 Control Protocol (L2CP) Processing. All L2CP frames are discarded at the UNI.

1.5 IP Address Allocation. IP address space is an essential requirement for all Internet access services. Comcast assigns eight (8) routable IPv4 addresses to each customer circuit. Customers can obtain additional IPv4 addresses if required. Customers may also request a /48 of IPv6 addresses if they would like to enable a native dual stack solution.

1.6 Domain Name Service. Comcast provides primary and secondary Domain Name Service (DNS). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

1.7 Border Gateway Protocol (BGP) Routing. Comcast supports BGP-4 routing as an optional service feature. BGP-4 allows customers to efficiently multi-home across multiple ISP networks. The service requires an Autonomous System Number (ASN) be assigned to a customer by the American Registry for Internet Numbers (ARIN). Customers should also be proficient in BGP routing protocol to provision and maintain the service on their router. Section 5 "Comcast BGP Policy" provides further details. Comcast supports private peering if the customer is multi-homed to Comcast's network only.

Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

2.2 Technical Support. Comcast provides customers a toll-free trouble reporting telephone number to the customer Enterprise Technical Support (ETS) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating Customer Premise Equipment (CPE) not provided by Comcast.

2.3 Escalation. Reported troubles are escalated within the Comcast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the ETS as follows: Supervisor at the end of the standard interval plus one (1) hour; to the Manager at the end of the standard interval plus two (2) hours, and to the Director at the end of the standard interval plus four (4) hours.

2.4 Maintenance. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

Section 3. Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

3.1 Availability. Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1. Figure 2 lists the availability objectives for each access Ethernet access type.

On-Net Services (≤ 250 miles)	
Availability (On-Net Services delivered via Fiber)	> 99.99%
Availability (On-Net Services delivered via HFC Network)	> 99.9%
Off-Net Services	
Availability (Off-Net)	> 99.95%

Figure 2: Availability

3.2 Mean Time to Respond. Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS.

3.3 Mean Time to Restore. Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the ETS.

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Section 4. Customer Responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

- 4.1 Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- 4.2 Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.
- 4.3 Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.
- 4.4 Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.
- 4.5 Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- 4.6 Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.
- 4.7 The customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.
- 4.8 Provide UPS AC power equipment, circuit sizing to be determined, if applicable.
- 4.9 Emergency local generator backup service, if applicable.
- 4.10 Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- 4.11 Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).
- 4.12 Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

Section 5. Comcast BGP Policy

The following provides the routing requirements to interconnect with the Comcast network. Additional details of Comcast's BGP inbound/outbound network policy and traffic engineering is available upon request.

- 5.1 Customers must be multi-homed to run BGP, either:
 - a. multi-homed within Comcast's network
 - b. multi-homed with Comcast and another service provider

5.2 Customers must use an Autonomous System (AS) number assigned by a regional registrar American Registry for Internet Numbers (ARIN), Réseaux IP Européens (RIPE), or Asia Pacific Network Information Centre (APNIC) etc. that is registered to their organization.

- a. All customer route announcements must be registered with a regional registrar. A route object must exist for each route prefix in one of the well known global routing registries such as RADB.
- b. The customer ASN needs to be verifiable in WHOIS database.
- c. Comcast will only accept private peering when the customer is multi-homed to Comcast only.
- d. Comcast will support a 4-byte ASN starting 01/01/2010 in accordance with ARIN policy.
- e. Comcast will assign a private ASN in the range of 64512-65534 for private peering and not accept any customer provided private ASN.
- f. Comcast will strip off the private ASN when advertising to peers.

5.3 Customers must use a router that supports BGPv4.

- a. Comcast will not run BGP4 with customers connected on a link with less than 2Mbps bandwidth.
- b. Customers are responsible to ensure their peering routers have adequate CPE processing power and memory space if a full Internet table is requested.
- c. Comcast will employ all best-known practices to establish, maintain, and troubleshoot BGP4 sessions with all BGP4 compliant router vendors. However, Comcast makes no warranty that it can establish and maintain a BGP4 session with any CPE due to vendor interoperability.

5.4 Customers can specify one of the following received-prefixes options:

- a. Default-route only
- b. Comcast customer routes
- c. Comcast customer routes + default-route
- d. Full routes
- e. Full routes + default-route

5.5 Customer must be capable of configuring their BGP session with Comcast. This includes all setup of neighbor statements and all sanity checks on customer CPE.

5.6 Comcast requests the use of an MD5 authentication key for all EBGp sessions. The customer should specify the MD5 password.

5.7 Customers must prevent redistribution from their Interior Routing Protocol (IGP) into BGP. Customers should also apply restrictive filters on outbound announcements so that only the customer's intended outbound prefixes are announced to Comcast.

5.8 Comcast will assign a /30 IP address for the interfaces that connect to Comcast's network. This will be assigned from a Comcast address block publicly registered with ARIN and already advertised as part of a larger aggregate to the Internet.

5.9 Comcast will announce any portable or non-portable net block so long as this space is larger than /24, and the space is assigned to the customer via WHOIS or RWHOIS databases. If the net block does not belong to the customer and the net block is not already being announced from the customer's AS then Comcast will need to have an LOA (Letter of Agreement) from the true owner of the block stating that they are aware of, and are accepting of the fact that our customer wants to make the announcement through Comcast.

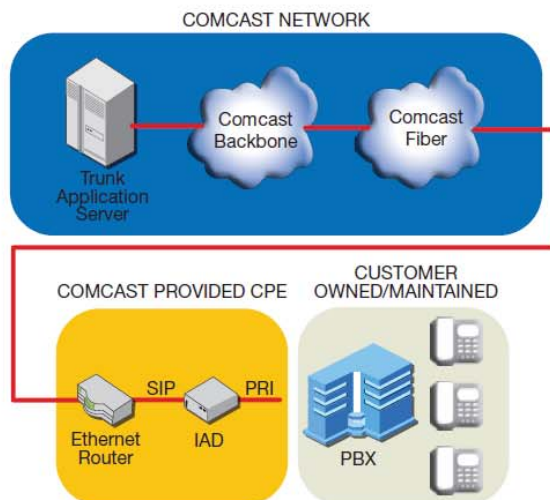
5.10 Comcast does not alter any of its BGP4 configurations, including route-maps, filter-policies, and communities, for any individual customer, but rather will dynamically alter BGP policy dependent on the customers' employment of predefined Comcast BGP communities. This ensures the Comcast network is built and maintained in a strategic, organized, and efficient fashion and reduces mean-time-to-repair for BGP related trouble.

Service Overview

Business Trunks are offered by Comcast as a flexible and intelligent way to provide next generation voice services based on Comcast's state of the art IP Network. The Business Trunks-PRI option is a switched voice trunk service with ISDN / PRI connectivity from a customer's Private Branch Exchange (PBX) to the Comcast network.

Section 1. Physical Network Description

Comcast's Business Trunks are delivered to the customer's service location with Ethernet Dedicated Internet Service to enable connection with the Comcast Ethernet Network Service and provide an Ethernet interface to the Integrated Access Device (IAD) – the Ethernet port may not be used for any other service. The IAD supports SIPConnect 1.1 signaling/call control, provides an ISDN/PRI interface to the customer's PBX and acts as a back to back user agent with the Comcast network. The Comcast Ethernet Network Service is certified Metro Ethernet Forum Compliant. Standard CPE deployed by Comcast for each trunk service location will consist of an Ethernet Network Service switch and an IAD. Comcast will retain ownership and management responsibility for the CPE. Comcast conducts extensive testing in its labs and certifies equipment to work properly on its network, therefore only a Comcast approved switch and IAD will be used. Specific vendors and models for switch and IAD will be determined by and may be changed at the sole discretion of Comcast.



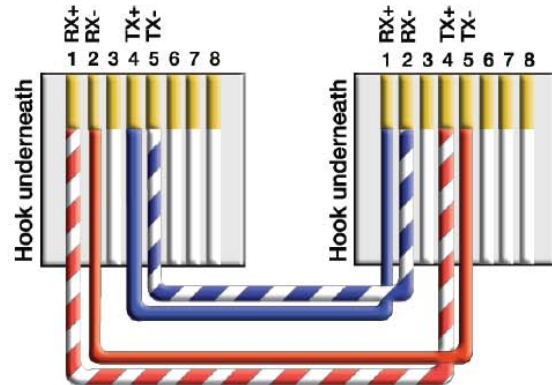
1. IAD (Adtran® 900e-series)

a. Physical Specifications

- Operating Temperature, 32°F to 122°F
- Operating Relative Humidity, up to 95% (Non-Condensing)
- Dimensions, inches, 1.72H x 17.2W x 10.5D
- Weight, 6.5 lbs

b. Interfaces

- Input Voltage, auto ranging from 90-120 VAC, 60 Hz
- Power Consumption, 53 W (Max),
- Heat Dissipation, 180 BTU (Max)
- Input Current, 1.5A (max draw)
- Digital Voice Interface, RJ-48C PRI – The RJ-48 connector looks very similar to a RJ-45 connector but is different. RJ-48 connections are made with a STP (Shielded Twisted Pair) cable (not UTP – Unshielded Twisted Pair). RJ-48 uses a pin out arrangement, voltage level, and line capacitance different from a typical RJ-45. There are 2 versions of RJ-48, and the one necessary to connect with Comcast is RJ-48C.



PRI (T1/E1) CrossOver/Loopback Cable

vi. Call Attempts – Per IAD Chassis, up to 10000 per hour.

c. Standards

- FCC Part 15, Class A, FCC Part 68
- Industry Canada CS03
- ETL and Canadian ETL
- Codec: G.711 (μ-Law), 64 kbps

Section 2. Service/Features Details

- Comcast default service is to set up trunks as 1 trunk group with 2-way trunks.
- On each PRI port, the 24th channel is the D-Channel.
- Comcast supports calls to e911. ALI information is provided (by default) as the location information associated with the BTN of the trunk group. Customer may opt to send dialed digits to Comcast in which case Comcast supports 10D for up to 10 Telephone Numbers (TNs).
- Comcast supports the following variants of ISDN – PRI: NI-2, ATT 4ESS, ATT 5ESS, NT DMS-100, NT DMS-250.
- Comcast supports the following Clock Options: (i). Recover From PBX (Customer provided), or (ii). Provide To PBX (Comcast Provided).
- Comcast supports 2-way trunks, 1-way inbound or 1-way outbound settings for directionality.
- Customers may opt in for DID signaling. DID supports 3, 4, 7, and 10 digits, based on the assigned 10D TN (the specific digits sent by Comcast are the right most digits of the TN).
- Comcast currently supports only Calling Party Number (CPN) for inbound calls.
- Comcast DNIS service is provisioned as a toll free number assigned to an underlying DID number, and DID signaling is used to provide DNIS level information.
- For outbound Calling Party Name, up to 15 characters are supported.
- Calling Limitations: Customer should refer to the Terms and Conditions to know which calls are not supported by Comcast.

Section 3. Monitoring, Technical Support and Maintenance

- Network Monitoring.** Comcast monitors services on a 24x7x365 basis.
- Standard business hours are 8:00 am to 5:00 pm (local time), Monday to Friday.** Other times, such as evening hours, weekends, and holidays are considered after-hours.
- Device Support**
- Quality of Service**

COMCAST BUSINESS

- e) **Billing/Care Support.** Comcast provides customers a toll-free trouble reporting telephone number, **877-742-5092**, during standard business hours for Comcast service related inquiries. Please ensure you have your account number or a recent bill handy for reference.
- f) **Technical Support.** Comcast provides customers a toll-free trouble reporting telephone number, **877-742-5092**, on a 7x24 basis for Comcast service related inquiries. Technical support will not offer consulting services or advice on issues relating to CPE not provided by Comcast. Please ensure you have your account number or a recent bill handy for reference. Reported troubles are escalated within Comcast to meet standard service level objectives.
- g) **Maintenance.** Comcast's standard maintenance window is Sunday to Saturday from 12:00 am to 6:00 am local time. Emergency maintenance is performed as needed.
- h) **Tech Visit.** It is Comcast policy to dispatch Comcast technicians (or approved Comcast contractors) in support of activities to deliver and maintain its service. Comcast technicians are not permitted to access or maintain equipment or wiring not provided by Comcast. For Installation (and scheduled maintenance) related activities, Comcast will dispatch technicians as scheduled/confirmed with the customer. For trouble ticket related items, technicians may be dispatched on 7x24 for Out Of Service conditions. All other severities will be dispatched at soonest available time.
- i) **On Site Technician Assistance.** Customers may request Comcast professional assistance on site to support other customer activities such as moves or upgrades. Comcast will do its best to honor such requests but does not guarantee such appointments. On Site assistance is considered billable activity.
- j) **Moving Service.** The CPE may only be used for delivering Comcast services, and the CPE may not be moved without prior notification and prior approval from Comcast.

Section 4. Customer Responsibilities

Customer, at its own expense, has the following responsibilities related to the installation, support, and maintenance of the Comcast Business Trunks service and Comcast provided CPE.

- a) Provide an operating environment with temperatures between 55°F and 85°F. Humidity shall not exceed 85% at 85°F.
- b) Provide secure space sufficient for install the Ethernet Switch and IAD with sufficient access to allow installation and maintenance of such equipment.
- c) The customer shall provide sufficient AC Power and outlets, UPS Power and/or battery backup (as applicable) to support the CPE installed by Comcast.
- d) A permanent ground required for Comcast provided CPE.
- e) It is required that the IAD and Ethernet Switch be installed in the same room.
- f) The customer is responsible for providing a standard cable from the PBX to the IAD with a RJ-48C interface (male) to the IAD. The customer is responsible for the connection to their phone system.
- g) Comcast provided CPE may only be installed/serviced by trained Comcast employees (or Comcast approved contractors).
- h) In case of a service related issue, the customer's appointed POC must ensure that the problem is not on the customer side (including the PBX) before calling Comcast support lines, as provided above.
- i) Obtain "right of way" entry easement for Comcast facilities and equipment from property owners at each customer location.
- j) Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved contractors to install Comcast services. Provide access to each location for regular business hours (8 am-5 pm, M-F or as scheduled) and emergency (24 hour) service and maintenance of Comcast equipment and facilities.
- k) Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities. The POC must be available for design capture and review meetings, day of install and activation events, and maintenance/ticket activities. Lack of speedy access may affect completion of work on committed dates.

- k) Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities. The POC must be available for design capture and review meetings, day of install and activation events, and maintenance/ticket activities. Lack of speedy access may affect completion of work on committed dates.
- l) The customer is fully responsible (operationally and financially) for securing customer provided phone system and customer provided equipment from potential abuse or fraudulent use.
- m) The customer shall be responsible for the coordination of install or maintenance work with 3rd Parties that the customer uses.

Section 5. Definitions

- **ALI** – Automatic Location Information
- **BTN** – Billing Telephone Number
- **CPE** – Customer Premise Equipment – denotes equipment located at the customer's premises in order to make a service work. Some equipment may be owned/operated by the customer and other equipment may be owned/operated by the service provider.
- **CPN** – Calling Party Number
- **DID** – Direct Inward Dialing
- **DNIS** – Dialed Number Information Service
- **DTO** – Direct Termination Overflow
- **ENS** – Ethernet Network Service
- **G.711** – International Telecommunications Union (ITU) standard codec for Pulse Code Modulation encoding scheme with a sample rate of 8000 samples per second, 8 bits per sample, delivering a high bit rate (64 Kbps) International Telecommunications Union (ITU) standard codec. µ-Law refers to the variant of G.711 that is prevalent in North America.
- **IAD** – Integrated Access Device, provides the ISDN PRI connection to the PBX
- **IP** – Internet Protocol
- **ISDN** – Integrated Services Digital Network
- **MEF** – Metro Ethernet Forum
- **NPA** – Number Plan Area (Area code portion of TN)
- **PBX** – Private Branch Exchange
- **POC** – Point of Contact
- **PRI** – Primary Rate Interface
- **QoS** – Quality of Service
- **REN** – Ring Equivalent Number
- **SIP** – Session Initiated Protocol
- **TN** – Telephone Number
- **UPS** – Uninterruptible Power Source / Supply
- **VoIP** – Voice over IP

RELIABLE

Automatic re-route of incoming calls in the case of a power outage or natural disaster to ensure your business voice continuity.



AFFORDABLE

Phones included for 3 yr terms.

Business VoiceEdge™ offers a complete managed voice solution allowing you to focus on your business instead of your business communications.

With Business VoiceEdge your capital expenditures are minimized and you no longer need, to manage and maintain a premise-based PBX or Key System, or worry about outdated technology since Comcast ensures the latest upgrades.

Moves/adds/changes and management of multiple locations are simple with Business VoiceEdge in contrast to a premise-based system. Business VoiceEdge allows you to choose a package that's right for each user type, catering your communication system to each individual in your organization.

Replace your current service with Business VoiceEdge and you could save money. Take advantage of the multiple productivity-enhancing features of Business VoiceEdge.

ENJOY PREDICTABLE COMMUNICATION BILLS

The service is priced based on the number of telephone lines, and then on the number of phones/users you have. For each user you may select from one of two feature packages, Standard or Unified Communications. Each VoiceEdge Line includes:

- Local Number Porting for keeping existing telephone numbers
- 911/411/711 calling support
- Simple Directory Listing
- Unlimited inbound, local and domestic long distance calling
- Caller ID

Standard Seat

All of the offerings of the line plus the following User offerings...

- Extension number assigned
- Free On-Net Calling
- 3-way calling
- Web Portal for feature management
- Call Park and Pick-up
- 1 Hunt Group
- Call Waiting
- Call Transfer
- Business Voice Continuity
- Do Not Disturb
- Speed Dial
- Last Number Redial
- 1 HD Voice Phone included*

*With 3 year contract term.

Unified Communications Seat

All the offerings of the Line and Standard Seat plus...

- Local Telephone Number
- Voicemail
- Outlook Integration
- Softphone
- Multiple Call Forwarding Options
- Group Directory
- Music on Hold
- Telephony Toolbar for click-to-dial capabilities and point-click feature customization
- "Be Anywhere" feature to ensure calls are not missed
- Remote Office to utilize your phone number and profile of features from anywhere that you work
- 1 HD Voice Phone included*

*With 3 year contract term.

COMCAST BUSINESS

EFFICIENT

Business VoiceEdge service offers unified communications for increased efficiencies to help keep you at the pace of today's business.

PREDICTABLE

Business VoiceEdge is simple and easy to manage with predictable expenses from a single communications provider.

ADDITIONAL OPTIONS AVAILABLE

With Business VoiceEdge you can choose from a variety of additional options to add to either Standard or Unified Communications User:

- Toll-Free Numbers
- Additional Telephone Numbers
- International Calling Activation (usage based)
- Auto Attendants
- Reception Capabilities across multiple offices
- Additional Hunt Groups
- Multiple IP Phone models to choose from

VoiceEdge is a powerful productivity enhancing solution whether your business has teleworkers, is small, multi-site or a large employee campus.

...AND to compliment VoiceEdge, Comcast offers a full suite of Business services including Comcast Business Internet or Ethernet, Hosted Microsoft® Exchange, Norton™ Internet Security Online and Comcast Business TV.

Notes:

Standard and Premium Packages include one Polycom HD 335 phone with a 3yr term Quality Assurance Device required with the service for sites over 4-seats (1 per location) for all terms

ENSURING OPTIMAL QUALITY

Comcast provides a fully redundant, state-of-the-art network to ensure you receive world class service and reliability.

To ensure high quality and satisfaction, Comcast provides:

- A comprehensive station review and network assessment that optimizes your network before your first call is placed
- Quality, certified equipment installed with tested configurations known to deliver end-to-end results
- Proactive, real-time monitoring to continuously track quality and performance

Telephony Toolbar



Increase productivity with click-to-dial capabilities and point and click feature and call control.

Solution Provisioning and Project Plan

Typical site installations may take anywhere from 60 to 90 days for completion. Throughout the duration of the project a dedicated Comcast account team will be in contact providing status and answering any questions you may have.

Overall Project Milestones

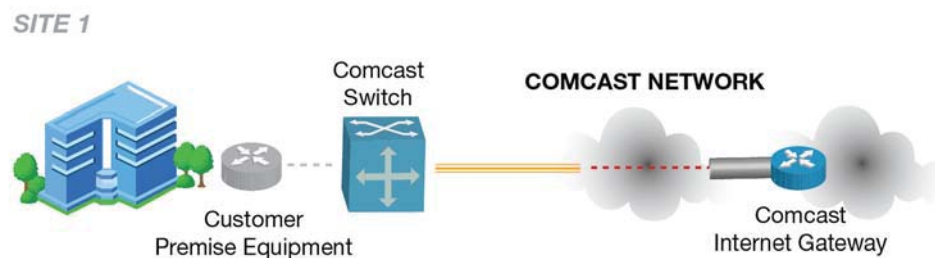
1. Detailed Design review
 - 1.1. Field Surveys Performed
 - 1.2. Detailed Network Design
 - 1.3. Detailed Network Equipment
 - 1.4. Detailed Construction Costs
 - 1.5. Proposal Pricing
2. Contract Signature
 - 2.1. Final Proposal Presented
 - 2.2. Contract Signature
 - 2.3. Order Executed
3. Network Implementation
 - 3.1. Fiber Construction
 - 3.2. Equipment Testing
 - 3.3. Equipment Installation
 - 3.4. Circuit Testing
 - 3.5. As-Built Maps / Diagrams Created
4. Network Testing and Customer Acceptance
 - 4.1. Network Tests
 - 4.2. Customer Acceptance
 - 4.3. Network Activation
5. Billing
 - 5.1. First invoice receipt

COMCAST BUSINESS

Network Diagram

Logical drawing

EDI Services



“Illustrative Diagram – Actual installation may differ.



Serviceable Sites

1. Weston Preparatory Academy-22930 Chippewa Road Detroit, MI 48219

COMCAST BUSINESS

Company Background

Comcast was founded in 1963 as a single-system cable operator and now is the nation's largest with over \$62 billion in revenue in 2012. We are one of the nation's leading providers of information, communications and entertainment products and services with over 19 million Internet customers, 10 million digital voice customers, 22 million video customers and hundreds of thousands of business customers.

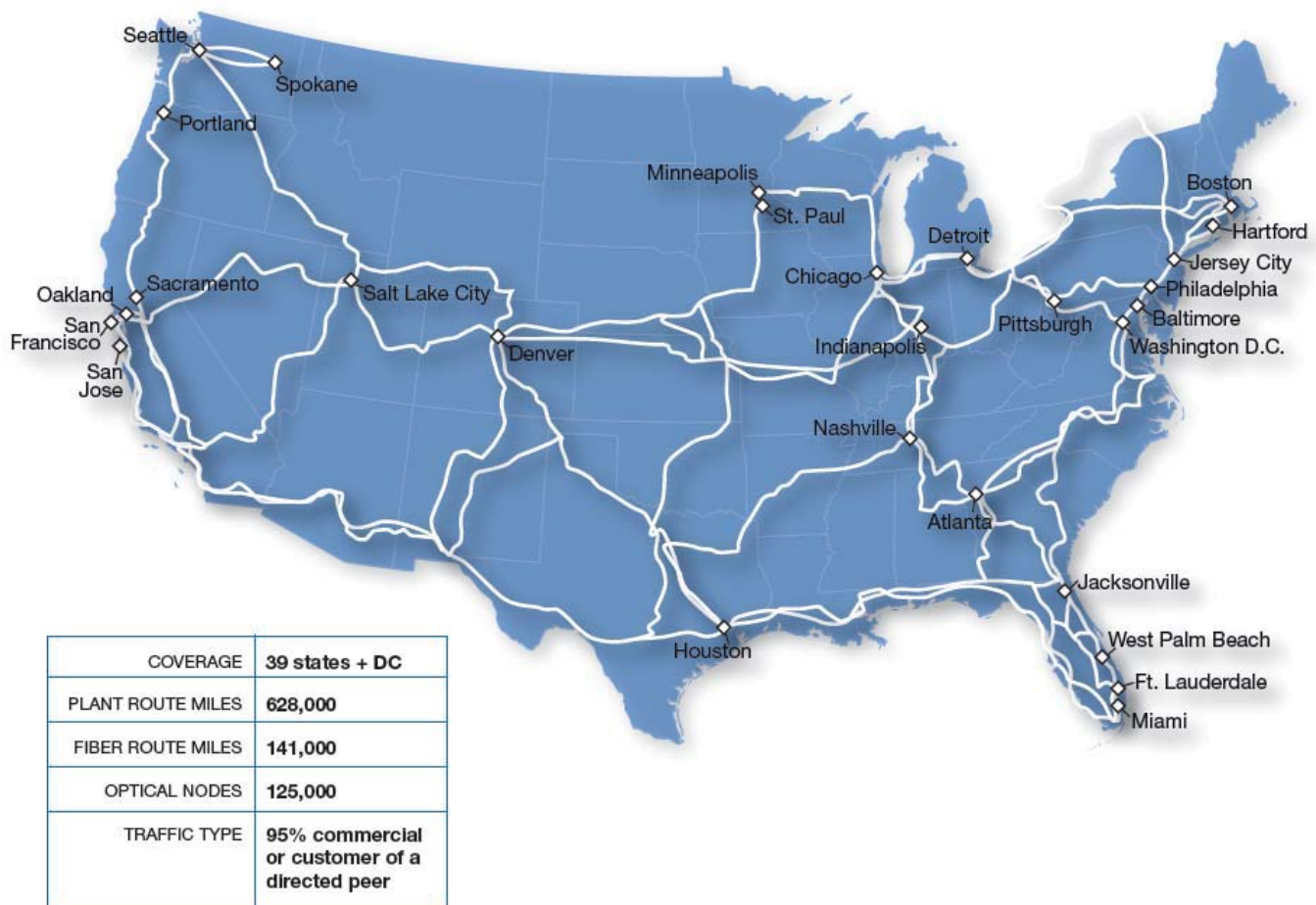
With over 135,000 employees, we currently serve 20 of the top Metropolitan Statistical Areas (MSAs) in the U.S. and provide service to customers in 39 states and the District of Columbia.

Our high-speed, high-capacity broadband and Ethernet services operate across our private, diverse enhanced fiber network. With over 141,000 national route miles of fiber, **our network is the largest facilities-based last mile alternative to the phone company.**

With the first and largest fully 40G backbone, and the deployment of the first 100G router interface, Comcast's advanced network delivers reliable and scalable services for businesses of any size.

COMCAST EXTENSIVE NATIONWIDE FIBER OPTIC NETWORK

THE LARGEST FACILITIES-BASED, LAST MILE ALTERNATIVE TO THE PHONE COMPANY IN THE UNITED STATES.





Comcast Business Communications, LLC is a unit of Comcast Corporation, owner of the largest cable communications company in the United States and headquartered in Philadelphia. Building upon Comcast's and its subsidiaries' reputation as pioneers in developing innovative communications products and services for consumers, Comcast is bringing innovative technology and service capabilities to businesses, government and educational organizations within Comcast Cable markets.

Comcast Business Communications leverages and augments Comcast's network with next-generation optical and access technologies to offer Internet and other data services directly to customers. An extensive fiber network, delivering unmatched broadband capacity, and a commitment to customer service, enables Comcast to deliver superior broadband services to range of all businesses and organizations — small, medium, and large.

Consistent with Comcast's business strategy to deliver unprecedented bandwidth, network reach, and a superior customer experience, Comcast has invested in state-of-the-art network technologies, business and operating support systems, as well as network professionals. These investments have resulted in scalable services, an all-fiber backbone network, and superior service levels for those businesses and organizations served in the Comcast markets. In addition, the extensive footprint of the network allows Comcast to deliver coaxial and fiber capacity to many business locations that have been historically underserved by other network providers.

Among the services that Comcast and its affiliates provide are several that they have helped pioneer, including high-speed commercial cable-modem-based Internet services.

For more information on Comcast visit <http://www.business.comcast.com>.

Financial Qualifications

Comcast is a wholly owned, indirect subsidiary of Comcast Corporation, from which Comcast receives its funding. As such, Comcast is not publicly held and does not release stand-alone financial results or associated financial information, except in limited circumstances to the extent required by law, and then, only under seal or a proprietary protective order. Please refer to the publicly filed external consolidated Comcast financial statements and earnings press releases posted at the Comcast Corporate web page: <http://www.cmcsk.com>.

E-Rate

Working Knowledge of Federal Universal Service Programs for Schools and Libraries

Comcast has a successful record of working with schools and libraries that receive funding under the federal Universal Service Support Mechanism for Schools and Libraries ("E-rate Program"). Comcast provides e-rate eligible services through its applicable operating affiliates and subsidiaries identified throughout this Network Services Proposal as "Comcast". We hereby certify that we are listed as a Telecommunications Service Provider (as the Federal Communications Commission defines that term), eligible to provide Universal Service – supported services under the (E-rate Program). Comcast certifies that it (a) provides the telecommunication services described herein on a common carriage basis, and (b) is fully authorized to participate in the E-rate Program as a Telecommunications Services Provider.

Service Provider Identification Number (SPIN)

SPIN	Service Provider Name	499 Filer
143003990	Comcast Business Communications, LLC	Y
143035551	Comcast IP Phone, LLC	Y
143034516	Comcast Phone, LLC	Y
143013564	Comcast Cable Communications Management, LLC	N

Agreement of Participation

Comcast agrees to comply with the written request of the Applicant (as defined by USAC), its agency, organization and or consultant administering, E-rate on the Entity's behalf. Comcast reserves the right to request a LOA, (Letter of Agency) that such party is authorized to receive information on behalf of the Entity (as defined by USAC).

Information and Documentation

Comcast agrees to provide requested information and or documentation to the Applicant, its agency, organization and or consultant administering, E-rate on the Applicants behalf within a commercially reasonable period of time.

Reimbursement Process

At the written request of the Applicant, or the completion of the Comcast E-rate Reimbursement Form, Comcast shall, (a) invoice the Entity only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Services Administration Company ("USAC") for the balance [Discounted Invoice Process] or (b) remit to the Applicant reimbursement monies received from USAC for the discounted portions of E-Rate-approved transactions. Applicant reserves the right to select either option (a) or (b) per funding year.

Working Knowledge of USF and CTF Programs

Comcast has working knowledge and a successful record of working with school districts that receive funding under the Federal Universal Service Support Mechanism for Schools and Libraries ("E-rate Program") and the California Teleconnect Fund, (CTF).

Operations

Comcast provides high-quality service and effective maintenance of our network and customer base in several key business areas. These include: Network Operations and Field Operations. Comcast strongly suggests that all personnel involved in the decision process visit the network operations facilities of each of the bidders as part of the evaluation process.

Network Operations

The Network Operations organization provides World Class Enterprise Customer Care, which includes surveillance, trouble-shooting, and resolution through its state-of-the-art 24 x 7 x 365 Network Operations Center (NOC) with two redundant Customer Care Centers in Naperville, IL and Denver, CO. Each staffed to answer any questions, perform changes to existing services and assist with technical troubles. Both Customer Care Centers are collocated with Enterprise Tier II and Tier III repair groups, easily facilitating higher level technical support. The NOC continuously monitors the network equipment, service health, and performance of the Comcast network, responds to network events and service degradations, dispatches local field technicians, and informs customers of service issues, in many cases before the customer has noticed the problem. The Network Operations group also provides technical support and responds to trouble calls from network service customers including carriers, TLS and Native ATM customers, and voice product customers, through a staff of Technical Support Representatives (TSRs). The Comcast NOC also operates a 24 x 7 x 365 Technical Customer Support helpdesk that responds to calls for all of Comcast services.

The NOC maintains a staff of engineers and technicians with an average of 12 years tenure, ensuring business continuity are trained in an array of networks, elements, and technologies in the Comcast network (Ethernet, ATM, Frame Relay, SONET, T-1/T-3, local and long distance telephony, Internet Access, and LAN/WAN based services). Comcast engineers and technicians have earned many industry certifications, including: CCIE (Cisco Certified Internetwork Expert), Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP), Microsoft Certified Systems Engineer (MCSE), A+, Network+, and other certifications in specific vendor equipment.

One-Stop-Shop – Care for all levels of Business products.

Planned Maintenance – Seven day advanced notice to Metro Ethernet and Advanced Voice Customers which include Trunking and Hosted PBC products.

Dedicated Project Managers to ensure accurate and timely delivery of all Comcast products. Project Managers are your single Point of Contact.

Proactive Monitoring at the customer premise level allows quick resolution to network issues with the fastest response time in the industry. 50% of all tickets are generated by our Customer Monitoring Center – we see the problem before our customers do!

World Class Enterprise Monitoring - Comcast has a robust set of tools to detect and isolate faults from network infrastructure to CPE issues.

NOC End user support and Escalation Procedures

The NOC is organized with a standard 3-tier escalation configuration with automatic escalation intervals. Tier 4 support is escalated to Comcast's Network Engineering Department. The NOC is staffed 24 x 7 x 365. Technicians remain on call 7 x 24 to assist with major problems. The NOC may also dispatch technicians 7 x 24. Customers are welcome to request to speak with a supervisor or manager at any time.

Comcast Escalation Procedures

Business Hours

Priority	Shift Lead	Manager	Director	Vice-President
1	15 Mins	30 Mins	1 Hour	3 Hours
2	1 Hour	2 Hours	4 Hours	12 hours
3	2 Hours	4 hours	12 Hours	-

Non-Business Hours

Priority	Shift Lead	Manager	Director	Vice-President
1	1 Hour	2 Hours	6 hours	8 hours
2	2 hours	4 Hours	12 Hours	-
3	6 hours	12 Hours	-	-

Priority Definition

- 1) Total outage; multiple customers or multiple locations.
- 2) Total outage, single customer/single location, or partial outage of multiple customers or multiple locations
- 3) Partial outage, single customer or location

Service Level Objectives

In the event of a service interruption, Comcast shall use commercially reasonable efforts to respond to the service interruption and to clear the service interruption within the time frames set forth below. Comcast shall notify customer that Comcast has dispatched its personnel to effect restoration and repair and shall inform customer when service has been restored.

Category	Objective
Network Availability	99.99%
Mean Time to respond telephonically to call	30 minutes
Mean time to restore equipment	4 hours
Mean time to restore fiber	6 hours

Network Management Reporting

Customer will be given a secure web login to review the external reporting data at their convenience. Network management reports will include the following reporting elements:

- Service Availability (Uptime) in percentage of day per connection
- Packet discard percentage, per connection
- Average Throughput, per connection, per Hour for the past day, 7 day and 30 day intervals.

Field Operations

The role of Field Operations in Comcast is two-fold. First, Field Operations provides an effective field presence for technical support of our core (ATM, IP, Optical) network. They perform on-site repairs and trouble-shooting on a daily, ongoing basis and dispatch field technicians to support our voice switches and other hardware. These field crews are the “on-site” presence to remedying any network trouble.

Second, Field Operations provides leadership for customer installations. Field Operations Project Coordinators are assigned to each new account to singularly manage the local work required for each install. The Project Coordinator manages the dispatch of local technicians to install switches, routers, servers, and other equipment on the company side of the company/customer demarcation point.

COMCAST BUSINESS

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2013

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.

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).

PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED COMCAST CORPORATION ONE COMCAST CENTER 1701 JOHN F. KENNEDY BLVD. PHILADELPHIA, PA 19103		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Property And Casualty Ins Co INSURER C: Indemnity Ins Co Of North America INSURER D: INSURER E: INSURER F:	
05194 -ALL-GAWU-13-14		NAIC # 22667 20699 43575	

COVERAGES

CERTIFICATE NUMBER:

CLE-004015035-01

REVISION NUMBER:

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			XSL G27327643	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 4,900,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,900,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> \$100,000 SIR						PERSONAL & ADV INJURY \$ 4,900,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 25,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY			ISA H08815069	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	XOO G27372831	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC47873691 (AOS)	12/01/2013	12/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

COMCAST BUSINESS COMMUNICATIONS, LLC
 ONE COMCAST CENTER
 1701 JOHN F. KENNEDY BLVD.
 PHILADELPHIA, PA 19103

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.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



General Reference Information

Legal Name of Business: Comcast Business Communications LLC, "CBC"

Ownership: Corporation - Wholly-owned subsidiary of Comcast Corporation.

CBC has been in business in its present form for over nine (9) years.

Corporate Officers

Terrence J. Connell
Senior Vice President

Daniel J. Carr
Vice President

Steven F. Flaks
Vice President

Michael D. Maloney
Vice President

Accounting & Disbursements

Kelly Jennings
Director; Business Operations

Employer ID # 23-1709202 for Comcast Cable Communications Management LLC

Bank Contact

Wells Fargo
101 N Independence Mall East
Philadelphia PA 19106

JP Morgan Chase Bank, N.A
14800 Frye Rd.
Fort Worth, TX 76155-2732

Supplier References

Cisco
9850 Double R Boulevard,
Park Center East
Reno, NV 89521
Attn: Rajshi Sidher – Credit
Manager
rsidher@cisco.com

General Instrument Corporation
dba Motorola Mobility, Inc.
Broadband Communications Sector
Communications Enterprise
101 Tournament Drive
Horsham, PA 19044
Attn: Susan Bernard, Mgr. Accounts Receivable
Phone: (215) 323-1288

Dunn and Bradstreet

Comcast Business Corporation	05-715-6663
Comcast Cable Communication Division	78-767-2310
Comcast Business Communications, LLC	96-818-5491



Proposal Pricing

Comcast is pleased to provide the following pricing in response to this proposal.

Ethernet Dedicated Internet Services (EDI):

500 Mbps of internet bandwidth (EDI) services delivered to the following site.

- 1) Weston Preparatory Academy-22930 Chippewa Road Detroit, MI 48219

Contract Term	Monthly Recurring Charge	Non Recurring Charge
36 Months	\$4,200.00	\$0

Comcast Note: Pricing as proposed above requires purchase of all sites and does not include any local, state or federal taxes, fees or other charges. Individual sites may be purchased separately but will require a new pricing proposal. Tax exemption certificates must be on file prior to the initial billing period for exemptions to be considered.

Taxes, Surcharges, and Other Similar Charges (Miscellaneous)

Description: Taxes, surcharges, and other similar charges refer generally to additional fees that are a necessary component of the cost of a product or service.

Eligibility: Federal taxes, state taxes, and other similar, reasonable charges incurred in obtaining eligible Telecommunications Services, Internet Access, and Internal Connections are eligible. Such eligible charges include reasonable administrative recovery by a service provider for participation in the Universal Service Support mechanism. Administrative cost added by parties other than the service provider, are not eligible.

Network Service Agreement

Services Agreement (E-Rate)

This Services Agreement ("Agreement") is made on the _____ day of _____, 20____ ("Effective Date") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering services as identified below, with offices located at One Comcast Center, 1701 JFK Blvd Philadelphia, PA 19103 and _____ ("Customer"), with offices located at _____, _____. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party".

Description of Services to be provided by Comcast to Customer:	
Mbps Ethernet Dedicated Internet ("EDI") Services, as set forth in the Sales Order Form(s) ("Sales Order Form(s)") attached hereto.	
Mbps Ethernet Network Services ("ENS"), as set forth in the Sales Order Form(s) ("Sales Order Form(s)") attached hereto.	
Mbps Ethernet Private Line ("EPL") Services, as set forth in the Sales Order Form(s) ("Sales Order Form(s)") attached hereto and incorporated herein.	
Mbps Ethernet Virtual Private Line ("EVPL") Services, as set forth in the Sales Order Form(s) ("Sales Order Form(s)") attached hereto.	
Service Term: _____ ()	Agreement Number: _____
Non-Recurring Charges ("NRC"): \$ _____	Monthly Recurring Charges ("MRC"): \$ _____
Number of Service Location(s): _____ ()	Estimated Service Date: On or after July 1, 20()
Notes / Comments:	
1. E-Rate funding, if applicable, to be sought solely by Customer. 2. The Services specified herein shall be provided by Comcast Business Communications, LLC. The Comcast Business Communications, LLC SPIN No. is 143003990 .	
Sales Person:	Telephone Number: () _____
General Manager:	Telephone Number: () _____
Customer Contact:	Telephone Number: () _____

This Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries (identified above, "Comcast") will provide communications and other services ("Services") to the above Customer. This Agreement consists of this document ("Service Agreement Cover Page"), the Comcast General Terms and Conditions for E-Rate ("General Terms and Conditions"), Sales Order Form(s), the applicable PSAs, and any written amendments to the Agreement and executed by both Parties ("Amendment(s)"), collectively referred to as the "Agreement". In the event of an explicit inconsistency among these documents, precedence will be as follows: (1) Amendment(s), (2) PSA(s), (3) General Terms and Conditions, (4) this Service Agreement Cover Page, and the (4) Sales Order Form(s). This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

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

Comcast Business Communications, LLC

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

COMCAST BUSINESS

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

GENERAL TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Services Agreement or SA: Consists of the Services Agreement Cover Page executed by both Parties, these General Terms and Conditions for E-Rate ("General Terms and Conditions"), Sales Order Form(s) and the Product-Specific Attachment(s) ("PSA(s)") referenced on the Service Agreement Cover Page, and any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions ("Amendment(s)").

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the Comcast use, security, privacy and other policies applicable to the Agreement will be posted. Comcast may update the Website documents and/or URL from time to time.

Comcast Equipment: 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, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information

about outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items.

Customer: The company, corporation, or other entity named on the Service Agreement Cover Page.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer's provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These General Terms and Conditions for E-Rate.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Comcast Equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Enterprise Services Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Sales Order Form(s): A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose ("Sales Order"). The initial Sales Order is attached to the Service Agreement Cover Page.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s).

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified on the Service Agreement Cover Page.

COMCAST BUSINESS

Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other Party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are

removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

2.5 Ownership, Impairment and Removal of Network. The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

2.6 Customer Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful

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misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges

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between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.6 Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees, right of way fees and universal service fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases

Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment that Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

3.12 E-Rate Funding. Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it shall pay Comcast one hundred percent (100%) of all non-recurring charges ("NRCs"), monthly recurring Service charges ("MRCs") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Customer may not withhold or offset any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as

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otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of those portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a pro-ration of, Customer's invoices, Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. If during the term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in the Sales Order Form(s) attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Reserved.

4.2 Service Term. The applicable Service Term shall be set forth in the Sales Order or on the Service Agreement Cover Page.

4.3 Renewal Term. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in writing, each Sales Order shall automatically renew on month to month bases not to exceed twelve (12) months ("Renewal Term(s)"), unless otherwise stated in these terms

and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the Services, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

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- A. Comcast shall disconnect the applicable Service;
- B. Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C. Reserved.
- D. Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and
- E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

A, THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO

THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, OR FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. To the maximum extent allowed by law, Comcast expressly disclaims all such express, implied and statutory warranties.

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

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6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Comcast shall indemnify, defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Customer Service Location.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available;

provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export

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regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between

Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party. Notwithstanding the foregoing, Comcast may include Customer's name on Comcast's customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer's name from such list or to limit the foregoing use of Customer's name, Customer may contact Comcast as set forth in Article 11.3 of these General Terms and Conditions and Comcast will effect such removal.

9.4 Reserved.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is at issue, and that Comcast may disclose the same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to

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terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused.

Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under

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which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an

association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

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

References

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