

Comcast Equipment. You agree that except for the wiring installed inside the Premises (“Inside Wiring”), all Comcast Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. Comcast Equipment includes all software or “downloads” to Customer Equipment or Comcast Equipment and all new or reconditioned equipment installed, provided or leased to you by us or our agents, including but not limited to, cabling or wiring and related electronic devices, cable modems, MTA, wireless gateway/routers, CableCARDS, and any other hardware. You agree to use Comcast Equipment only for the Services pursuant to this Agreement. We may remove or change the Comcast Equipment at our discretion at any time the Services are active or following the termination of your Service(s). You acknowledge that our addition or removal of or change to the Comcast Equipment may interrupt your Service. You agree to allow us access to the Premises for these purposes. You may not sell, lease, abandon, or give away the Comcast Equipment, or permit any other provider of video, high speed data or telephone services to use the Comcast Equipment. The Comcast Equipment may only be used in the Premises. At your request, we may relocate the Comcast Equipment in the Premises for an additional charge, at a time agreeable to you and us. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE COMCAST EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than Comcast employees or agents to service the Comcast Equipment. We suggest that the Comcast Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Comcast Equipment to us in an undamaged condition.

Notice from Comcast Regarding Changes to Your Comcast Agreement for Residential Services



NOTICE FROM COMCAST REGARDING CHANGES TO YOUR COMCAST AGREEMENT FOR RESIDENTIAL SERVICES

THIS NOTICE CONTAINS IMPORTANT CHANGES TO YOUR COMCAST AGREEMENT FOR RESIDENTIAL SERVICES (THE "AGREEMENT"). THE CHANGES TO THE AGREEMENT AS SET FORTH BELOW RESTATE AND SUPERSEDE ANY CONFLICTING PROVISIONS IN THE AGREEMENT CONCERNING COMCAST EQUIPMENT AND CUSTOMER EQUIPMENT AND TAKES EFFECT THIRTY (30) DAYS AFTER THIS NOTICE WAS MAILED TO YOU (THE "EFFECTIVE DATE"). YOUR CONTINUED USE OF COMCAST'S SERVICE AFTER THE EFFECTIVE DATE SHALL BE DEEMED YOUR ACCEPTANCE OF THESE CHANGES.

Customer Equipment. Customer Equipment consists of software or services that you elect to use in connection with the Services or Comcast Equipment (the "Customer Equipment"). You agree to allow us and our agents the rights to insert cable cards and other hardware in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment and Comcast Equipment. You warrant that you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities specified above.

Comcast has no responsibility for the operation or support, maintenance, or repair of any Customer Equipment including, but not limited to, Customer Equipment to which Comcast or a third party has sent software or "downloads." You acknowledge and understand Comcast Digital Voice Service ("CDV") may not support or be compatible with non-recommended configurations including but not limited to multimedia terminal adapters ("MTA") not currently certified by Comcast as compatible with CDV; Customer Equipment, including, but not limited to, non-voice communications equipment, including certain makes or models of alarm and security systems or devices, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems; rotary-dial phone handsets, pulse-dial phone handsets,

and models of other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units.

- **For Video and Comcast High-Speed Internet ("HSI") Customers.** You agree that by using the Services, you are enabling and authorizing Comcast, its authorized agents and equipment manufacturers to send code updates to the Comcast Equipment and Customer Equipment, including, but not limited to cable modems and digital interactive televisions with CableCARDS, at any time it is determined necessary to do so as part of the Services. Such code updates may change, add or remove features or functionality of any such equipment or the Services.
- **For HSI and CDV Customers.** You can find Comcast's current minimum technical and other requirements for HSI customers at http://www.comcast.com/Support/Corp1/FAQ/Faq_Detail2205.html and for CDV customers at www.comcast.com/cdv/faqs. These requirements may be located at an alternative site if we so notify you. To use CDV, you will need a MTA that meets our specifications. In some areas, we may permit you to use CDV with an MTA that you have purchased. Depending on availability in your area, you may have the option to install the MTA yourself or have Comcast install it for you. You agree to keep the MTA plugged into a working electrical power outlet at all times. Whether a cable modem, gateway/router, MTA or other device is owned by you or us, we have the right, but not the obligation, to upgrade or change the firmware in these devices remotely or on the Premises at any time that we determine it necessary or desirable in order to provide Services to you in accordance with our specifications and requirements.
- **For CDV Customers.** In order to use CDV, you are required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and an electrical power outlet. If you live in an apartment or a similar multi-tenant dwelling, you may have to provide a cordless phone as well. If we do not have access to the inside phone wiring in your home or if you are installing CDV yourself without the assistance of a Comcast technician ("self-installation") where we make that option available, you will need to plug a cordless phone into the MTA in order to use CDV throughout

your home. CERTAIN MAKES AND MODELS OF CORDLESS PHONES USE THE ELECTRICAL POWER IN YOUR HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF CDV VIA THE CORDLESS PHONE. DO NOT ATTEMPT TO CONNECT CDV TO INSIDE PHONE WIRING YOURSELF. In order to use online features of CDV, where we make those features available, you are required to provide certain hardware, such as a personal computer, software, an Internet browser, and access to the Internet.

CUSTOMER EQUIPMENT - LIMITATION OF COMCAST'S LIABILITY CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, UPDATING, REPAIR, AND REMOVAL OF COMCAST EQUIPMENT, CUSTOMER EQUIPMENT AND/OR THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY COMCAST, ITS SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS, WE SHALL PAY FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT (AT OUR SOLE DISCRETION) UP TO A MAXIMUM OF \$500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.

- **For HSI and Video Customers.** YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF HSI OR VIDEO SERVICES. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH YOUR COMPUTER, OR YOUR VIDEO DEVICES MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS A RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.