

Ridgeland School District 122

Administrative Center

6500 West 95th Street, Oak Lawn, IL 60453

Thursday, February 8, 2018

6:30 p.m.

Finance Committee Meeting

AGENDA

1. Call to Order _____ (time)

2. Members Present _____

3. Approval of the Minutes of the January 11, 2018, Finance Committee Meeting

- Recommended Motion – that the Finance Committee approve the minutes of the January 11, 2018 Finance Committee meeting

A _____

N _____

Abstain _____

Absent _____

4. Finance

- State Payment Update
- Property Tax Collections Update
- Consumer Price Index (CPI)
- Supplemental Tax Levy
- Health Insurance – Preliminary Renewal Rates
- Student Fees for the 2018- 2019 School Year
- List of Bills (if available)
- Township Treasurer's Report (if available)
- Other

5. Human Resources

6. Technology

- Agreement with Comcast Ethernet Dedicated Internet (EDI) and Ethernet Network Services (ENS)
- Technology Conference

7. Building and Grounds

8. Closed Session (if needed)

- Personnel, Contracts, Litigation

9. Adjournment _____ (time)

- Recommended Motion – that the Finance Committee adjourn the February 8, 2018 Finance Committee meeting

A _____

N _____

Abstain _____

Absent _____

Ridgeland School District 122

6500 West 95th Street, Oak Lawn, IL 60453
Phone 708-599-5550 Fax 708-599-5626
www.ridgeland122.com

Meeting Minutes

Finance Committee Meeting

Date: January 11, 2018

Time: 6:30 PM

Place: Administrative Center Board Room

Challenge! Care! Success!

Present: David Lis, Steve Nicefero, Pat Pulver, Doug Ogarek, Julie Shellberg

Agenda Item	Notes
Call to Order	6:35pm
Approval of November 9, 2017 Minutes	Motion be Member Pulver and Seconded by Member Nicefero - 2 Ayes; 0 Nays; 1 Abstention; 0 Absent
Finance	
• State Payment Update	The state owes the district \$648,242 for FY18 vouched as far back as August 2017
• Property Tax Collections Update	Property tax collections for 2016 levy total \$21,801,179 representing 98.5% collected
• PTAB Settlement	Pending 2012 PTAB case was settled with taxpayer.
• FY18 Revenue - Budget to Actuals	FY18 revenue report was presented
• Anticipated FY18 Budget Amendment	There is expected to be a budget amendment for current year
• FY19 Pre-School for All Grant	FY19 PFA grant was submitted by deadline
• FY18 Title I/II Grant Approval	FY18 Title I/II grants were approved by the state
• List of Bills (if available)	Will be provided in board packet for board meeting
• Township Treasurer's Report (if available)	Will be provided in board packet for board meeting
• Other	None
Human Resources	Amendment to Superintendent's contract was presented
Buildings and Grounds	
• Simmons Computer Lab Renovations	Renovations are complete with the exception of waiting for a couple pieces of furniture
• Harnew Chiller Bid Tabulation Sheet	Bid results presented with recommendation to be ready for BOE meeting

<ul style="list-style-type: none"> • Summer Projects - Simmons: Door 4 Lintel Replacement and Partial Tuckpointing 	The district will consider these projects for the upcoming summer
<ul style="list-style-type: none"> • Disposal of Equipment - 3 gas powered snow brushes 	Equipment will be sold or disposed
Closed Session (if needed)	
<ul style="list-style-type: none"> • Personnel, Contracts, Litigation, Negotiations 	None
Public Comments	None
Adjournment	7:05pm

Office of the Cook County Treasurer
 Agency Collection Distribution Report
 Tax Year 2017
 Through 1/31/2018
 SCHOOL DISTRICT 122
 Agency # 04-0770-000

2/5/2018

	Real Estate Collections	Real Estate Refunds	RailRoad Collections	RailRoad Refunds	Total
Taxes Extended	0.00		0.00		0.00
Gross Taxes Distributed	232,766.72		0.00		232,766.72
General Refunds		0.00		0.00	0.00
Illegal Rate Refunds		0.00		0.00	0.00
SP/PTAB Refunds		0.00		0.00	0.00
Total Refunds Recouped		0.00		0.00	
Net Collections Distributed					232,766.72
TIF Rebates					0.00
Interest Earnings					0.00

2/5/2018

Office of the Cook County Treasurer
Agency Collection Distribution Report
Tax Year 2016
Through 1/31/2018

SCHOOL DISTRICT 122
Agency # 04-0770-000

	Real Estate Collections	Real Estate Refunds	RailRoad Collections	RailRoad Refunds	Total
Taxes Extended	22,130,077.17		14,139.60		22,144,216.77
Gross Taxes Distributed	21,845,480.70		14,139.60		21,859,620.30
General Refunds		(85,240.45)		0.00	(85,240.45)
Illegal Rate Refunds		0.00		0.00	0.00
SP/PTAB Refunds		0.00		0.00	0.00
Total Refunds Recouped		(85,240.45)		0.00	
Net Collections Distributed					21,774,379.85
TIF Rebates					0.00
Interest Earnings					2,755.61

NEWS RELEASE

BUREAU OF LABOR STATISTICS

U. S. D E P A R T M E N T O F L A B O R



**Transmission of material in this release is embargoed until
8:30 a.m. (EST) January 12, 2018**

USDL-18-0039

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
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CONSUMER PRICE INDEX – DECEMBER 2017

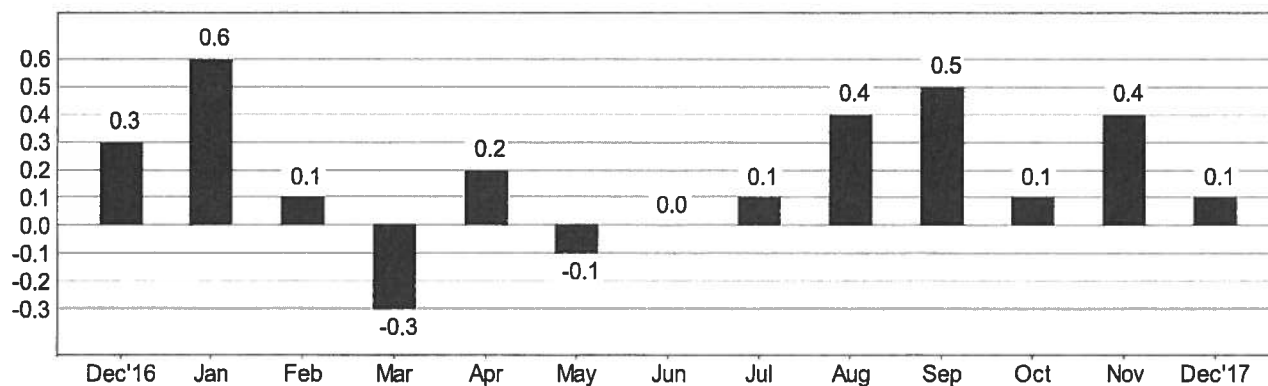
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.1 percent in December on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index rose 2.1 percent before seasonal adjustment.

An increase of 0.4 percent in the shelter index accounted for almost 80 percent of the 1-month all items increase. The food index rose in December, with the indexes for food at home and food away from home both increasing. The energy index, which rose sharply in November, declined in December as the gasoline index decreased.

The index for all items less food and energy increased 0.3 percent in December, its largest increase since January 2017. Along with the shelter index, the indexes for medical care, used cars and trucks, new vehicles, and motor vehicle insurance were among those that increased in December. The indexes for apparel, airline fares, and tobacco all declined over the month.

The all items index rose 2.1 percent for the 12 months ending December, compared to 2.2 percent for the 12 months ending November. The index for all items less food and energy increased 1.8 percent over the last year; the 12-month change has now been either 1.7 or 1.8 percent for eight consecutive months. The food index rose 1.6 percent over the past year; the index for energy increased 6.9 percent, with all of its major component indexes rising during 2017.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Dec. 2016 - Dec. 2017
Percent change



MINUTES of a regular public meeting of the Board of Education of
School District Number 122, Cook County, Illinois, held in the
_____, Oak Lawn, Illinois, in said School
District at ____ o'clock P.M., on the ____ day of February, 2018.

* * *

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, _____, the President, and the following members were
physically present at said location:

The following members were allowed by a majority of the members of the Board of
Education in accordance with and to the extent allowed by rules adopted by the Board of
Education to attend the meeting by video or audio conference:

No member was not permitted to attend the meeting by video or audio conference.

The following members were absent and did not participate in the meeting in any manner
or to any extent whatsoever:

The President announced that in view of the current financial condition of the District,
the Board of Education would consider the adoption of a resolution authorizing a supplemental
property tax levy to pay the principal of and interest on outstanding limited bonds of the District.

Whereupon Member _____ presented and the Secretary read by title a
resolution as follows, a copy of which was provided to each member of the Board of Education
prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION authorizing a supplemental property tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 122, Cook County, Illinois.

* * *

WHEREAS, School District Number 122, Cook County, Illinois (the "*District*"), is a duly organized School District operating under the provisions of the School Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the "*School Code*"); and

WHEREAS, the District has heretofore issued and has outstanding its Taxable General Obligation Limited School Bonds, Series 2013 (the "*Bonds*"); and

WHEREAS, the Bonds were issued as limited bonds pursuant to and in accordance with the provisions of Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"); and

WHEREAS, pursuant to a resolution adopted by the Board of Education of the District (the "*Board*") on the 19th day of September, 2013 (the "*Bond Resolution*"), and in accordance with the provisions of the School Code and the Debt Reform Act, the District has heretofore levied taxes upon all of the taxable property within the District to pay the principal of and interest on the Bonds as set forth in Column (B) of the schedule attached hereto as *Exhibit A*; and

WHEREAS, the Bond Resolution has been filed with the County Clerk of the County of Cook, Illinois (the "*County Clerk*"); and

WHEREAS, pursuant to the Bond Resolution, the District directed the County Clerk to extend the taxes levied in the Bond Resolution to pay principal of and interest on the Bonds in accordance with the terms of the Bond Resolution; and

WHEREAS, although the obligation of the District to pay the Bonds is a general obligation under the School Code and all taxable property in the District is subject to the levy of taxes to pay the Bonds without limitation as to rate, the amount of said taxes that will be extended to pay the Bonds is limited by the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Tax Extension Limitation Law*"); and

WHEREAS, pursuant to and in accordance with the provisions of the Debt Reform Act, the Bonds are payable from the debt service extension base of the District (the "*Base*"), which is an amount equal to that portion of the extension of the District for the 1994 levy year constituting an extension for payment of principal of and interest on bonds issued by the District without referendum, but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the District initially issued pursuant to referendum, increased each year, commencing with the 2009 levy year, by the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12month calendar year preceding the levy year; and

WHEREAS, the Base for levy year 2018 is equal to \$2,653,800.44 (the "*2018 Base*"); and

WHEREAS, the principal of and interest due on the Bonds is set forth in Column (A) of *Exhibit A* and for the 2018 levy year exceeds the taxes levied in the Bond Resolution as supplemented by supplemental resolutions; and

WHEREAS, in accordance with the School Code, the Debt Reform Act and the Tax Extension Limitation Law, the District has the authority to adopt a supplemental levy causing the amount of taxes levied to pay the principal of and interest on the Bonds to be increased up to the

amount of the 2018 Base or the amount of the principal of and interest due on the Bonds payable from the taxes levied for each such levy year, whichever is less; and

WHEREAS, the Board has heretofore determined and does hereby determine that it is necessary and in the best interests of the District that the District adopt a supplemental tax levy to pay the principal of and interest on the Bonds as further described herein:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Education of School District Number 122, Cook County, Illinois, as follows:

Section 1. The preambles to this Resolution are hereby found and determined to be true, correct and complete and are hereby incorporated into this Resolution by this reference.

Section 2. The District does hereby levy for 2018, the supplemental amount set forth in Column (C) of *Exhibit A*, which levy shall be extended against all of the taxable property in the District for the purpose of paying the principal of and interest on the Bonds. The taxes herein levied shall be in addition to and in excess of the taxes levied in the Bond Resolution. A schedule showing the aggregate of the taxes levied in the Bond Resolution, supplemental resolutions adopted heretofore and the taxes levied in this Resolution is set forth in Column (D) of *Exhibit A*.

Section 3. Forthwith upon the passage of this Resolution, the Secretary of the Board is hereby directed to file a certified copy of this Resolution with the County Clerk, and it shall be the duty of the County Clerk in levy year 2018, ascertain the rate necessary to produce the tax as set forth in Column (D) of *Exhibit A*, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for school purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general school purposes of the District, and when collected, the taxes hereby levied shall be placed to the credit of the special fund heretofore created and designated in the Bond Resolution as the "School Bond and Interest Fund of 2013", which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this Resolution shall also be filed with the School Treasurer who receives the taxes of the District.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted February ___, 2018.

President, Board of Education

Secretary, Board of Education

Member _____ moved and Member _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following members voted AYE:

The following members voted NAY:

Whereupon the President declared the motion carried and said resolution adopted, and in open meeting approved and signed said resolution and directed the Secretary to record the same in full in the records of the Board of Education of School District Number 122, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Education

EXHIBIT A

SUPPLEMENTAL AND TOTAL TAXES LEVIED AND TO BE EXTENDED

YEAR OF LEVY	(A) DEBT SERVICE ON THE BONDS	(B) TAX LEVIED IN BOND RESOLUTION AND SUPPLEMENTAL LEVIES PREVIOUSLY FILED	(C) SUPPLEMENTAL TAX LEVY	(D) TOTAL TAXES TO BE EXTENDED TO PRODUCE
2018	\$2,804,529.50	\$2,599,216.89	\$54,583.55	\$2,653,800.44

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of School District Number 122, Cook County, Illinois (the "*Board*"), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the ____ day of February, 2018, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing a supplemental property tax levy to pay
the principal of and interest on outstanding limited bonds of School
District Number 122, Cook County, Illinois.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of February, 2018.

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of _____, 2018, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION authorizing a supplemental property tax levy to pay
the principal of and interest on outstanding limited bonds of School
District Number 122, Cook County, Illinois.

duly adopted by the Board of Education of School District Number 122, Cook County, Illinois, on the ____ day of February, 2018, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2018.

[SEAL]

County Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting School Treasurer who receives the taxes of School District Number 122, Cook County, Illinois (the "*District*"), and as such official I do further certify that on the ____ day of February, 2018, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION authorizing a supplemental property tax levy to pay
the principal of and interest on outstanding limited bonds of School
District Number 122, Cook County, Illinois.

duly adopted by the Board of Education of the District on the ____ day of February, 2018, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of February, 2018.

School Treasurer



EXECUTIVE SUMMARY

2018/2019 Preliminary Review

EBC Preliminary Renewal Summary

Following is a brief highlight of the EBC renewal projection. The EBC sponsored plans are PPO medical, HMO medical, dental, and life insurance.

- The PPO medical rating formula produces a rate adjustment of **-1.0%**
 - 2018 trend for PPO plans: 5.0% *
- The HMO projection indicates a rate adjustment of **-0.7%**
 - 2018 trend for HMO plans: 5.0% *
- The Dental rating formula produces a rate adjustment of **0.3%**
 - 2018 trend for dental plans: 3.0% *
- The Life/AD&D, Supplemental Life and Dependent Life insurance is underwritten by Reliance Standard Life Insurance Company. Effective July 1, 2017 EBC was presented a rate renewal with no change in rates, guaranteed for three years (7/1/17 – 7/1/20).

** Trend is a forecast of per capita claims cost that takes into account price inflation, utilization, government-mandated benefits, and new treatments, therapies and technology. There is usually a high correlation between trend rate and actual cost increases assessed by insurance carriers.*



EXHIBIT A

JULY 1, 2018 – JUNE 30, 2019 RENEWAL SUMMARY

Exhibit A summarizes the key elements that were reviewed for the Experience Period which show how each plan is operating and develops the Paid Claim Loss Ratio that is used in the Banding Formula.

The Experience Period reviewed was November 1, 2016 – October 31, 2017. The table below summarizes the key elements that develop the Paid Claim Loss Ratio by line of coverage.

PPO		
A	Revenue	\$ 227,689,222
B	Claims Under \$1,000,000	\$ 211,675,689
C	Paid Claim Loss Ratio (B / A)	93.0% Pool Average Loss Ratio which becomes the center of the Banding Formula (See Exhibit C)
HMO		
A	Revenue	\$ 87,177,950
B	Claims Under \$350,000 plus Physician Service Fees	\$ 74,555,084
C	Paid Claim Loss Ratio (B / A)	85.5% Pool Average Loss Ratio which becomes the center of the Banding Formula (See Exhibit C)
DENTAL		
A	Revenue	\$ 10,008,385
B	Claims	\$ 9,297,209
C	Paid Claim Loss Ratio (B / A)	92.9% Pool Average Loss Ratio which becomes the center of the Banding Formula (See Exhibit C)



EXHIBIT C

JULY 1, 2018 – JUNE 30, 2019 RENEWAL SUMMARY

BANDING FORMULA

Exhibit C illustrates the Banding Formula which was described earlier in this material. Exhibits A and B showed how the Pool Average Paid Claim Loss Ratio and the Pool Average Rate Increase were developed.

Each EBC member's Loss Ratio is shown on Exhibits 16, 17 & 18 in the Appendix, along with the preliminary rate increase for July 1, 2018 for the PPO, HMO, and Dental plans.

The loss ratio bands and corresponding preliminary rate increases are shown in the table below.

PPO Average Loss Ratio = 93.0%		
Paid Claim Loss Ratio	Rate Adjustment	# of Members in Band
0.0% to 63.0%	-6.0%	2
63.1% to 69.5%	-5.0%	0
69.6% to 76.0%	-4.0%	6
76.1% to 82.5%	-3.0%	6
82.6% to 89.0%	-2.0%	16
89.1% to 97.0%	-1.0%	33
97.1% to 103.5%	0.0%	17
103.6% to 110.0%	1.0%	13
110.1% to 116.5%	2.0%	4
116.6% to 123.0%	3.0%	1
123.1% +	4.0%	1
HMO Average Loss Ratio = 85.5%		
Paid Claim Loss Ratio	Rate Adjustment	# of Members in Band
0.0% to 55.5%	-5.7%	1
55.6% to 62.0%	-4.7%	3
62.1% to 68.5%	-3.7%	7
68.6% to 75.0%	-2.7%	13
75.1% to 81.5%	-1.7%	16
81.6% to 89.5%	-0.7%	18
89.6% to 96.0%	0.3%	9
96.1% to 102.5%	1.3%	7
102.6% to 109.0%	2.3%	8
109.1% to 115.5%	3.3%	6
115.6% +	4.3%	1



Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™

DENTAL Average Loss Ratio = 92.9%		
Paid Claim Loss Ratio	Rate Adjustment	# of Members in Band
0.0% to 62.9%	-4.7%	0
63.0% to 77.9%	-2.2%	4
78.0% to 107.9%	0.3%	59
108.0% to 122.9%	2.8%	3
123.0% +	5.3%	0

PPO Medical Experience - By District - Including Adjustment for Claims between \$75,000 and \$1,000,000

November 1, 2016 through October 31, 2017

District	Paid Premium	Net Paid Claims (D)	10/31/2017 Loss Ratio	Rate Adjustment
Beach Park SD #33	\$1,955,037	\$2,085,105	106.7%	1.0%
Bensenville SD #42	\$1,838,656	\$1,509,970	82.1%	-3.0%
Berkley SD #87	\$960,860	\$1,029,336	107.1%	1.0%
Bloomington SD #13	\$1,582,206	\$1,313,448	83.0%	-2.0%
Brookfield SD #95	NA	NA	NA	-1.0%
Brookwood SD #167	\$1,431,556	\$1,418,757	99.1%	0.0%
Burbank HSD #111	\$3,608,524	\$5,557,529	99.1%	0.0%
Burr Ridge CSD #180	NA	NA	NA	-1.0%
Cam SD #26	\$2,143,927	\$1,812,649	84.5%	-2.0%
CASE	\$1,406,703	\$1,333,004	94.8%	-1.0%
CCSD #49	\$2,040,605	\$2,092,655	102.6%	0.0%
Coal City CUSD #1	\$176,007	\$797,172	111.3%	2.0%
Deerfield SD #61	\$14,727,506	\$13,315,313	90.4%	-1.0%
Deerfield SD #109	\$4,532,662	\$4,445,902	98.1%	0.0%
Districts, DuPage County	\$1,531,594	\$1,106,429	72.2%	-4.0%
Dolton SD #148	\$2,258,525	\$2,547,826	112.8%	2.0%
DuPage HSD #48	\$3,437,372	\$3,344,366	97.3%	0.0%
East Moline SD #63	\$836,367	\$769,342	92.0%	-1.0%
East Prairie SD #73	\$657,365	\$562,377	85.6%	-2.0%
ECHO	\$3,491,092	\$3,496,464	100.2%	0.0%
Edmund Lindero SD #92	\$277,376	\$290,042	104.6%	1.0%
Elmhurst Park SD #401	\$2,921,801	\$2,706,905	92.6%	-1.0%
ERAA	\$3,901,371	\$3,917,133	100.4%	0.0%
Evansville SD #65	\$1,292,793	\$731,954	56.6%	-6.0%
Fairview SD #72	\$659,116	\$647,632	98.3%	0.0%
Fenton Community High	\$1,747,316	\$1,884,631	107.9%	1.0%
Forest Park Public SD #91	\$1,129,286	\$1,288,606	114.1%	2.0%
Franklin Park SD #84	\$2,047,499	\$2,067,018	101.0%	0.0%
Genoa Kingsdon SD #404	\$1,002,972	\$1,080,804	107.8%	1.0%
Glen Ellyn #41	\$3,771,950	\$4,331,294	114.8%	2.0%
Golf SD #67	\$351,952	\$596,016	143.8%	4.0%
Greene SD #2	\$1,913,889	\$1,763,337	92.1%	-1.0%
Heaven-Schinn SD #137	\$477,872	\$471,576	98.7%	0.0%
Itasca SD #10	\$1,080,188	\$997,624	92.4%	-1.0%
Kennettville SD #20	\$1,112,687	\$1,070,553	96.2%	-1.0%
Lake Park SD #108	\$3,237,366	\$3,114,891	96.2%	-1.0%
Lemmon-Brombent CSD #113A	\$1,830,590	\$1,649,066	90.1%	-1.0%
Litchfield SD #156	\$1,054,912	\$942,363	89.3%	-1.0%
Lincolnwood SD #74	\$1,713,509	\$1,342,416	78.3%	-3.0%
Lisle SD #202	\$2,154,895	\$2,007,163	93.1%	-1.0%
Lombard SD #44	\$3,367,948	\$3,020,524	89.7%	-1.0%
Macarthur SD #60	\$1,207,801	\$972,536	80.5%	-3.0%
Manheim SD #83	\$4,673,686	\$3,978,709	85.1%	-2.0%
Marquette CSD #5	\$1,930,999	\$1,865,659	96.6%	-1.0%
Marquette CSD #165	\$472,800	\$508,969	107.7%	1.0%
Marquette SD #15	\$3,686,788	\$3,662,508	99.3%	0.0%
Martinez SD #159	\$2,976,597	\$2,487,794	83.6%	-2.0%
Midlothian SD #143	\$2,229,059	\$2,379,892	106.8%	1.0%
NE Prospect SD #57	\$2,179,869	\$2,091,048	95.9%	-1.0%
Middleton SD #120	\$2,819,247	\$2,346,024	83.2%	-2.0%
NDSDC	\$920,788	\$972,119	105.6%	1.0%
Niles SD #171	\$951,065	\$806,078	85.0%	-2.0%
Niles Special Ed #807	\$1,370,082	\$1,445,849	105.5%	1.0%
Niles HSD #219	\$3,792,705	\$4,112,475	108.4%	1.0%
Northridge SD #80	\$958,241	\$968,963	101.1%	0.0%
North Chicago SD #187	\$2,892,647	\$2,504,136	86.6%	-2.0%
North Palms SD #117	\$4,832,975	\$4,534,906	93.8%	-1.0%
Northbrook SD #28	\$4,233,190	\$4,433,912	104.7%	1.0%
Northbrook SD #30	\$1,778,619	\$1,833,122	103.1%	0.0%
NSBC	\$10,967,406	\$10,011,207	91.3%	-1.0%
NSSEB	\$3,154,603	\$2,824,688	89.5%	-1.0%
Oak Lawn/Homewood SD #123	\$3,240,447	\$2,820,252	87.0%	-2.0%
ONE Park SD #97	\$1,173,603	\$1,160,638	98.9%	0.0%
PAEC	\$2,062,016	\$1,889,899	91.7%	-1.0%
Palos SD #118	\$3,587,038	\$3,546,367	98.9%	0.0%
Palmer Grove CSD #146	NA	NA	NA	-1.0%
Palmer Hills SD #144	\$892,617	\$865,648	97.0%	-1.0%
Prospect Hs SD #23	\$2,278,401	\$1,913,018	84.0%	-2.0%
Queen Lee SD #16	\$1,565,534	\$1,455,764	93.0%	-1.0%
Riverside HSD #220	\$2,021,916	\$1,797,615	88.9%	-2.0%
Rhodes SD #845	\$964,244	\$800,581	83.0%	-2.0%
Rich/Township HSD #227	\$4,074,846	\$4,087,532	100.3%	0.0%
Ridgeland SD #122	\$2,377,955	\$2,502,822	105.3%	1.0%
Riverside SD #96	\$2,097,145	\$1,596,040	76.1%	-4.0%
River Forest SD #90	\$2,014,105	\$1,527,436	75.8%	-4.0%
Riverdale SD #26	\$1,040,179	\$914,330	87.9%	-2.0%
Riverside Brookfield HSD #208	\$1,807,754	\$1,690,193	93.5%	-1.0%
Ronelle SD #12	\$997,273	\$908,210	91.1%	-1.0%
Sauk Village CSD #168	\$1,118,756	\$1,022,326	91.4%	-1.0%
Shaker SD #48	\$1,794,364	\$1,603,290	89.4%	-1.0%
Shokole SD #69	\$1,505,962	\$1,142,393	75.9%	-4.0%
Skokie SD #13 / 12	\$957,319	\$896,903	93.7%	-1.0%
South Berwyn SD #100	\$2,510,197	\$1,981,744	78.9%	-3.0%
SPRBD SEIA	\$590,300	\$694,518	117.7%	3.0%
Stearns CUSD #5	\$3,939,180	\$2,302,670	58.5%	-6.0%
Stearns Hill SD #161	\$2,902,958	\$2,770,733	95.4%	-1.0%
SWCCCASE	\$947,450	\$778,962	82.2%	-3.0%
Thornhill #205	\$6,929,030	\$6,625,008	95.6%	-1.0%
Tiskley Park SD #146	\$4,227,769	\$3,755,221	88.8%	-2.0%
Union Ridge SD #86	\$543,991	\$594,389	109.3%	1.0%
Waukegan SD #92.5	\$1,700,324	\$1,541,122	90.6%	-1.0%
West Chicago SD #94	\$2,455,319	\$2,440,718	99.4%	0.0%
West Northfield SD #31	\$1,491,323	\$1,224,140	82.1%	-3.0%
Westville CUSD #2	NA	NA	NA	-1.0%
Wood Dale SD #7	\$834,908	\$599,535	71.8%	-4.0%
Woodland SD #50	\$10,184,303	\$9,053,220	88.9%	-2.0%
Woodridge SD #68	\$2,875,774	\$2,411,027	83.8%	-2.0%
WPH	\$1,751,866	\$1,649,619	94.2%	-1.0%

Total Paid Premium	Total Net Paid Claims	Pool Average Loss Ratio
\$227,689,222	\$211,675,689	93.0%

NOTES:

(1) Net Claims include all claims under \$75,000 per individual plus the shared amount of claim liability between \$75,000 and \$1,000,000 per individual. The shared amount is distributed based on enrollment for each member.

This analysis is for illustrative purposes only, and is not a guarantee of future experience, claims costs, managed care savings, etc. There are many variables that can affect future health care including utilization patterns, catastrophic claims, changes in plan design, health care cost trends, etc. This analysis does not intend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contract for further details in this regard.

HMO Medical Experience - By District - Including Adjustment for Claims between \$75,000 and \$350,000
November 1, 2016 through October 31, 2017

District	Paid Premium	Net Paid Claims (I)	10/31/2017 Loss Ratio	Rate Adjustment
Beach Park SD #41	\$371,599	\$258,305	69.5%	-2.7%
Bentonsville SD #92	\$1,650,605	\$1,405,445	85.1%	-0.7%
Berkley SD #87	\$1,932,155	\$1,455,435	75.3%	-1.7%
Bloomington SD #13	\$423,324	\$271,186	64.1%	-3.7%
Brookfield SD #95	NA	NA	NA	-2.7%
Brookwood SD #167	\$103,128	\$72,578	70.4%	-0.7%
Butte Ridge CSD #180	NA	NA	NA	-0.7%
Cary SD #26	\$397,401	\$261,301	65.8%	-3.7%
CASE	\$640,965	\$507,570	79.2%	-1.7%
CCSD #89	\$1,222,452	\$1,280,583	104.8%	2.3%
Deerfield SD #109	\$746,121	\$537,193	72.0%	-2.7%
District 45, DuPage County	\$2,434,857	\$1,607,159	66.0%	-3.7%
Dolton SD #148	\$531,760	\$489,774	92.1%	0.3%
DuPage HSD #88	\$3,067,951	\$3,097,523	101.0%	1.3%
East Moline SD #63	\$2,874,373	\$2,253,493	78.4%	-1.7%
East Prairie SD #73	\$264,830	\$164,406	62.1%	-4.7%
ECCHO	\$532,149	\$321,912	60.5%	-4.7%
Edmund Lindop SD #92	\$269,047	\$219,329	81.5%	-1.7%
Elmhurst Park SD #401	\$784,381	\$479,701	61.2%	-0.7%
EPAA	\$1,262,860	\$1,094,631	86.7%	-0.7%
Evansville SD #65	\$10,233,774	\$8,548,232	83.5%	-0.7%
Fairview SD #72	\$582,951	\$427,247	73.3%	-2.7%
Fenton Community High	\$764,121	\$813,609	106.5%	2.3%
Forest Park Public SD #91	\$278,877	\$295,006	105.8%	2.3%
Franklin Park SD #84	\$430,684	\$317,485	73.7%	-2.7%
Glen Ellyn #41	\$1,495,962	\$1,569,006	104.9%	2.3%
Georgia Kingston SD #424	\$67,318	\$49,556	73.6%	-2.7%
Golf SD #67	\$514,683	\$348,087	67.6%	-3.7%
Hoovers-Schram SD #157	\$563,803	\$515,774	91.5%	0.3%
Ilwaco SD #10	\$333,740	\$397,984	119.2%	4.3%
Kennedyville SD #20	\$347,198	\$333,118	95.9%	0.3%
Lake Park SD #108	\$1,914,000	\$1,488,466	77.8%	-1.7%
Lennox-Brombeck CSD #113A	\$393,787	\$330,630	84.0%	-0.7%
Lincolnwood SD #74	\$680,568	\$773,022	113.6%	3.3%
Lisle SD #202	\$1,563,978	\$1,335,999	85.4%	-0.7%
Lombard SD #44	\$1,599,712	\$1,473,625	92.1%	0.3%
Macer SD #60	\$580,490	\$664,861	114.5%	3.3%
Manheim SD #43	\$1,589,092	\$1,304,611	82.1%	-0.7%
Marengo CSD #165	\$468,177	\$365,977	78.2%	-1.7%
Marquardt SD #15	\$533,788	\$432,287	81.0%	-1.7%
Mattoon SD #159	\$1,071,350	\$1,039,742	97.0%	1.3%
McKosh SD #143	\$1,21,558	\$106,333	87.5%	-0.7%
Mc. Prospect SD #57	\$222,080	\$130,411	58.7%	-4.7%
undeklen SD #120	\$582,354	\$606,811	104.2%	2.3%
NDSBC	\$126,148	\$101,715	80.6%	-1.7%

Total Paid Premium	Total Net Paid Claims	Pool Average Loss Ratio
\$87,177,990	\$74,555,084	85.5%

NOTES

(1) Net Claims include all claims under \$75,000 per individual plus the shared amount of claim liability between \$75,000 and \$350,000 per individual. The shared amount is distributed based on enrollment for each member. Net paid claims include Physician Service Fees, facility charges and prescription claims.

This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claim costs, managed care savings, etc. There are many variables that can affect future health care utilization patterns, demographic, claim, changes in plan design, health care trend, insurance, etc. This analysis does not cover, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.



Gallagher Benefit Services, Inc

EBC

Exhibit 18

Dental Experience - By District

November 1, 2016 through October 31, 2017

District	Paid Premium	Net Paid Claims	10/31/2017 Loss Ratio	Rate Adjustment
Beach Park SD #43	\$132,729	\$117,262	88.3%	0.3%
Bensenville SD #42	\$159,097	\$127,286	80.0%	0.3%
Berkeley SD #87	\$122,936	\$103,422	84.1%	0.3%
Bloomington SD #13	\$91,454	\$75,557	82.6%	0.3%
Butte SD #26	\$300,259	\$278,992	92.9%	0.3%
Cary SD #26	\$167,632	\$144,957	86.5%	0.3%
CASE	\$113,462	\$103,196	91.0%	0.3%
CCSD #89	\$202,868	\$196,649	96.9%	0.3%
Deerfield SD #109	\$251,082	\$234,568	93.4%	0.3%
Dolton SD #148	\$157,189	\$148,074	94.2%	0.3%
District 45, DuPage County	\$267,828	\$259,968	97.1%	0.3%
East Prairie SD #73	\$38,252	\$37,372	97.7%	0.3%
ECFO	\$173,799	\$185,951	107.0%	0.3%
Elmhurst Park SD #401	\$206,428	\$174,908	84.7%	0.3%
EPAA	\$89,512	\$72,971	81.5%	0.3%
Genoa Kingston SD #424	\$66,873	\$55,276	82.7%	0.3%
Hairview SD #72	\$71,397	\$63,973	89.6%	0.3%
Penton Community High	\$155,798	\$137,699	88.4%	0.3%
Franklin Park SD #84	\$128,527	\$121,954	94.9%	0.3%
Glen Ellyn #41	\$298,056	\$249,750	83.8%	0.3%
Golf SD #67	\$41,138	\$42,529	103.4%	0.3%
Hoover-Schrum SD #157	\$54,804	\$53,753	98.1%	0.3%
Janes SD #10	\$15,132	\$10,898	72.0%	-2.2%
Keneyville SD #20	\$80,502	\$63,445	78.8%	0.3%
Lincoln SD #156	\$54,303	\$41,307	76.1%	-2.2%
Lincolnwood SD #74	\$143,740	\$131,005	91.1%	0.3%
Lisle SD #202	\$213,550	\$230,838	108.1%	2.8%
Lombard SD #44	\$286,231	\$269,587	94.2%	0.3%
Mannheim SD #83	\$240,326	\$185,019	77.0%	-2.2%
Marquardt SD #15	\$143,656	\$155,307	108.1%	2.8%
Martson SD #159	\$177,940	\$156,249	87.8%	0.3%
Madison SD #143	\$110,377	\$96,912	87.8%	0.3%
Mt. Prospect SD #57	\$133,628	\$117,622	88.0%	0.3%

Total	Total Paid \$10,008,385	Total Net \$9,297,209	Pool Average 92.9%
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NOTES:

(1) Paid claims for new members have been adjusted to reflect mature claim levels.

This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, cancel, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.

District	Paid Premium	Net Paid Claims	10/31/2017 Loss Ratio	Rate Adjustment
Mundelein SD #120	\$208,255	\$196,902	94.5%	0.3%
Niles SD #71	\$51,630	\$50,606	98.0%	0.3%
Niles Special Ed #807	\$107,361	\$95,647	89.1%	0.3%
Niles TFS SD #219	\$243,756	\$225,177	92.4%	0.3%
Northridge SD #80	\$45,318	\$39,607	87.4%	0.3%
North Palos SD #117	\$204,326	\$204,173	99.9%	0.3%
Northbrook SD #28	\$276,629	\$289,871	104.8%	0.3%
NSBC	\$401,985	\$383,887	95.5%	0.3%
PAEC	\$91,632	\$67,512	73.7%	-2.2%
Palos SD #118	\$196,893	\$212,427	107.9%	0.3%
Prospect Hts SD #23	\$140,947	\$150,237	106.6%	0.3%
Queen Bee SD #16	\$107,468	\$107,597	100.1%	0.3%
Renss Hts Dist 220	\$68,966	\$62,831	91.1%	0.3%
Rhodes SD #84.5	\$69,331	\$60,318	87.0%	0.3%
Ridgeland SD #122	\$127,309	\$116,510	91.5%	0.3%
Riverside, Brookfield HSD #208	\$124,809	\$111,746	89.5%	0.3%
Riverside SD #96	\$67,843	\$58,727	86.6%	0.3%
River Forest SD #90	\$157,809	\$150,339	95.3%	0.3%
River Trails SD #26	\$153,543	\$150,986	98.3%	0.3%
Sank Village CCSD #168	\$130,652	\$113,378	86.8%	0.3%
Skokie SD #68	\$198,027	\$205,650	103.8%	0.3%
Skokie SD #69	\$90,012	\$79,303	88.1%	0.3%
Skokie SD #73 1/2	\$93,472	\$89,872	96.1%	0.3%
South Berwyn SD #100	\$183,779	\$156,162	85.0%	0.3%
Stearling CCSD #5	\$184,993	\$181,962	98.4%	0.3%
Summit Hill SD #161	\$129,429	\$130,882	101.1%	0.3%
SWCCCASE	\$172,447	\$145,687	84.5%	0.3%
Union Ridge SD #86	\$33,336	\$29,290	87.9%	0.3%
Westchester SD #92.5	\$95,948	\$95,630	99.7%	0.3%
West Chicago SD #94	\$204,579	\$182,981	89.4%	0.3%
Woodland SD #50	\$530,102	\$512,310	96.6%	0.3%
Woodridge SD #68	\$192,902	\$159,439	82.7%	0.3%
WRH	\$32,390	\$35,314	109.0%	2.8%

Account Name: Ridgeland School District 122

SA ID#: _____

Opp ID#: 10003389

CUSTOMER INFORMATION (for notices)

Primary Contact: Ashish Gandhi

Title: _____

Address 1: 6500 W. 95th St

Address 2: _____

City: Oak LawnState: ILZip: 60453Allowable Contract Date: 12/01/2017

Phone: (708) 599-5550

Cell: (708) 599-7070

Fax: _____

Email: agandhi@ridgeland122.comContract Generated Date: 01/22/2018

SUMMARY OF CHARGES (Details on following pages)

SUMMARY OF SERVICE CHARGES*

Current Ethernet Monthly Recurring Charges:	\$ 7,367.34
Current Trunk Services Monthly Recurring Charges:	\$ 0.00
Current Off-Net Monthly Recurring Charges:	\$ 0.00
Current Monthly Recurring Charges (all Services):	\$ 7,367.34
Change Ethernet Monthly Recurring Charges:	-\$ 2,457.34
Change Trunk Services Monthly Recurring Charges:	\$ 0.00
Change Off-Net Monthly Recurring Charges:	\$ 0.00
Change Monthly Recurring Charges (all Services):	-\$ 2,457.34
Net/Total Ethernet Monthly Recurring Charges:	\$ 4,910.00
Net/Total Trunk Services Monthly Recurring Charges:	\$ 0.00
Net/Total Off-Net Monthly Recurring Charges:	\$ 0.00
Total Monthly Recurring Charges (all Services):	\$ 4,910.00

Service Term (Months): 36

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*:	\$ 0.00
Total Trunk Services Standard Installation Fees:	\$ 0.00
Total Off-Net Standard Installation Fees:	\$ 0.00
Total Standard Installation Fees (all Services):	\$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee:	\$ 0.00
Amortized Custom Installation Fee	\$ 0.00

SUMMARY OF EQUIPMENT FEES

Current Ethernet Equipment Fee Monthly Recurring Charges:	\$ 0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$ 0.00
Current Equipment Fee Monthly Recurring Charges (all Services):	\$ 0.00
Change Ethernet Equipment Fee Monthly Recurring Charges:	\$ 0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$ 0.00
Change Equipment Fee Monthly Recurring Charges (all Services):	\$ 0.00
Net/Total Ethernet Equipment Fee Monthly Recurring Charges:	\$ 0.00
Net/Total Trunk Services Equipment Fee Monthly Recurring Charges:	\$ 0.00
Net/Total Equipment Fee Monthly Recurring Charges (all Services):	\$ 0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Agreement for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service.

ETHERNET SERVICES AND PRICING

Account Name: Ridgeland School District 122

Date: January 22, 2018

SA ID#:

Opp ID#: 10003389

Short Description of
Service:

Service Term (Months): 36

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier*	Tax Jurisdiction	Monthly	One-Time
1	Renew	Change	ENIGIGE	Port	Ridgeland School District 122 - Columbus Manor Elementary School 9700 S MAYFIELD AVE					\$ 167.53	\$ 0.00
2	Renew	Change	ENS-BASIC-200	200 Mbps	Ridgeland School District 122 - Columbus Manor Elementary School 9700 S MAYFIELD AVE			See Matrix	Interstate	\$ 332.47	\$ 0.00
3	Renew	Disconnect	EQP FEE	Equipment Fee	Ridgeland School District 122 - Columbus Manor Elementary School 9700 S MAYFIELD AVE					\$ 0.00	\$ 0.00
4	Renew	Change	ENIGIGE	Port	Ridgeland School District 122 - Ernest F. Kolb Elementary School 9620 NORMANDY AVE					\$ 167.53	\$ 0.00
5	Renew	Change	ENS-BASIC-200	200 Mbps	Ridgeland School District 122 - Ernest F. Kolb Elementary School 9620 NORMANDY AVE			See Matrix	Interstate	\$ 332.47	\$ 0.00
6	Renew	Disconnect	EQP FEE	Equipment Fee	Ridgeland School District 122 - Ernest F. Kolb Elementary School 9620 NORMANDY AVE					\$ 0.00	\$ 0.00
7	Renew	Change	ENIGIGE	Port	Ridgeland School District 122 - George W. Lieb Elementary School 9101 PEMBROKE LN					\$ 167.53	\$ 0.00
8	Renew	Change	ENS-BASIC-200	200 Mbps	Ridgeland School District 122 - George W. Lieb Elementary			See Matrix	Interstate	\$ 332.47	\$ 0.00

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Meter	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
					School 9101 PEMBROKE LN						
9	Renew	Disconnect	EQP FEE	Equipment Fee	RidgelandSchool I District 122 - GeorgeW. Lieb Elementary School 9101 PEMBROKE LN					\$ 0.00	\$ 0.00
10	Renew	Change	ENIGIGE	Port	RidgelandSchool I District 122 - Hamew ElementaryScho ol 9101 MEADE AVE					\$ 167.53	\$ 0.00
11	Renew	Change	ENS-BASIC-200	200 Mbps	RidgelandSchool I District 122 - Hamew ElementaryScho ol 9101 MEADE AVE			See Matrix	Interstate	\$ 332.47	\$ 0.00
12	Renew	Disconnect	EQP FEE	Equipment Fee	RidgelandSchool I District 122 - Hamew ElementaryScho ol 9101 MEADE AVE					\$ 0.00	\$ 0.00
13	Renew	Change	ENIGIGE	Port	Simmons Middle School/District Office 6500 W 95TH ST					\$ 212.30	\$ 0.00
14	Renew	Change	EDI-ENI-GIGE	Port	Simmons Middle School/District Office 6500 W 95TH ST					\$ 0.00	\$ 0.00
15	Renew	Change	EDI-1000	1000 Mbps	Simmons Middle School/District Office 6500 W 95TH ST				Interstate	\$ 2,100.00	\$ 0.00
16	Renew	Change	ENS-BASIC-800	800 Mbps	Simmons Middle School/District Office 6500 W 95TH ST			See Matrix	Interstate	\$ 597.70	\$ 0.00
17	Renew	Disconnect	EQP FEE	Equipment Fee	Simmons Middle School/District Office 6500 W 95TH ST					\$ 0.00	\$ 0.00
* Services Location Details attached										Service Charges: \$ 4,910.00	
**Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)						Total				Equipment Fees: \$ 0.00	
										\$ 0.00	

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name: Ridgeland School District 122

SA ID#:

Opp ID#: 10003389

Date: January 22, 2018

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMingo Location	Extended DeMingo (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact on Site (Yes/No)	Satellite Location (Y/N)
1	Ridgeland School District 122 - George W. Lieb Elementary School	9101 PEMBROKE LN		Bridgeview	IL	60455				Ashish Gandhi	(708)599-5550	agandhi@ridgeland122.com		No
2	Ridgeland School District 122 - Ernest F. Kolb Elementary School	9620 NORMANDY AVE		Oak Lawn	IL	60453				Ashish Gandhi	(708)599-5550	agandhi@ridgeland122.com		No
3	Ridgeland School District 122 - Columbus Manor Elementary School	9700 S MAYFIELD AVE		Oak Lawn	IL	60453				Ashish Gandhi	(708)599-5550	agandhi@ridgeland122.com		No
4	Ridgeland School District 122 - Harnew Elementary School	9101 MEADE AVE		Oak Lawn	IL	60453				Ashish Gandhi	(708)599-5550	agandhi@ridgeland122.com		No
5	Simmons Middle School/District Office	6500 W 95TH ST		Oak Lawn	IL	60453				Ashish Gandhi	(708)599-5550	agandhi@ridgeland122.com		No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	PA	CAR	CNM	CGA	CO	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	MI	MA*	MTN	MN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Central & Western PA (PA)	PT1	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT2
Central Arkansas (CAR)	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3
Central New Mexico (CNM)	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT3	PT3	PT4	PT4	PT4	PT3	PT3	PT3	PT3	PT4	PT4	
Coastal Georgia (CGA)	PT3	PT2	PT3	PT1	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Colorado (CO)	PT3	PT2	PT2	PT3	PT1	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3
Eastern Tennessee (ETN)	PT3	PT3	PT4	PT3	PT4	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4	PT4
Florida Panhandle (FPA)	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	PT3
Greater Atlanta (ATL)	PT2	PT2	PT4	PT2	PT3	PT2	PT2	PT 1	PT3	PT2	PT2	PT 2	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3
Greater Boston (BOS)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT4	PT4	PT2	
Greater Chicago (CHI)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT2
Houston (HOU)	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3
Independence (INDP)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Indiana (IND)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT3	PT3	PT4	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT4	PT3	
Michigan (MI)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Mid-Atlantic (MAT)	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT2		
Middle Tennessee (MTN)	PT2	PT2	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Northern AL (NAL)	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT1	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Northern CA (NCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
Oregon & SW Washington (OR)	PT4	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
South Florida (SFL)	PT3	PT3	PT4	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT1	PT4	PT3	PT2	PT3	PT4	PT3	
Southern California (SCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT4
Southern TN & North GA (STN)	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	PT3
Southwest Florida (SWF)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	PT3	
SW TN & Northern MS (SWT)	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3
Utah (UT)	PT3	PT3	PT3	PT3	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT1	PT2	PT4
Washington (WA)	PT4	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT3	PT2	PT1	PT4	
Western New England (WNE)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT4	PT1

Services Agreement (E-Rate)

This Services Agreement ("Agreement") is made on the 19th day of January, 2018 ("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 Ridgeland School District 122 ("Customer"), with offices located at 6500 West 95th Street, Oak Lawn, IL 60453. 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:			
500 Mbps Ethernet Dedicated Internet ("EDI") Services, as set forth in the Sales Order(s)			
400 Mbps Ethernet Network Services ("ENS"), as set forth in the Sales Order(s)			
100 Mbps Ethernet Network Services ("ENS"), as set forth in the Sales Order(s)			
Service Term (Months): Thirty Six (36)		Agreement Number: IL-AKaspa-011918-01	
Non-Recurring Charges ("NRC"): \$0.00		Monthly Recurring Charges ("MRC"): \$4,910.00	
Custom Installation Charge: \$0.00			
Number of Service Location(s): Five (5)		Estimated Service Date: On or after July 1, 2018	
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. 3. The mutual execution of this new Service Agreement No. IL-AKaspa-011918-01 shall commence the termination, in full and without penalty, of the Services Agreement No. IL-39503-031015-01 between the Parties. In the event this Services Agreement No. IL-AKaspa-011918-0 is not mutually executed, the former Services Agreement No. IL-39503-031015-01 shall remain in full force and effect.			
Sales Person:	Andrius Kasparaitis	Telephone Number:	(224) 229-4012
General Manager:	Kevin Burnson	Telephone Number:	(630) 442-8413
Customer Contact:	Ashish Gandhi	Telephone Number:	(708) 599-5550

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(s), the Product Specific Attachments applicable to the ordered Services ("PSA(s)"), 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 (5) Sales Order(s). The PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://work.comcast.net/legal/aup.asp> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at <http://work.comcast.net/legal/privacy.asp> (or any successor URL). Comcast may update the PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website. 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.

Ridgeland School District 122

Comcast Cable Communications Management, LLC

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

CONFIDENTIAL and PROPRIETARY
MSW

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

GENERAL TERMS AND CONDITIONS FOR E-RATE

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(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 PSAs use, security, privacy and other policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Comcast will 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(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. The initial Sales Order is attached to the Service Agreement Cover Page. All Sales Orders submitted under the Agreement shall have the same Service Term duration as identified on 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. A single Sales Order containing multiple Services and/or Service Locations may have multiple Service Commencement Dates. Further, multiple single Service and/or Service Location Sales Orders may have different Service Commencement Dates.

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).

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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.

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 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

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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 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

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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. Except as otherwise

required by applicable law, under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable 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 is responsible for ensuring that Comcast is paid 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. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as 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 may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast. If Customer chooses option (1), the Customer must 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

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otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. If Customer chooses option (2), 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. A Customer selecting option (2) is required to pay Comcast the non-discounted portion of all NRCs, MRCs, and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. 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 Service Term. The applicable Service Term shall be set forth in the Sales Order or on the Service Agreement Cover Page.

4.2 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 written 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:

- 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.

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- 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**
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(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.

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

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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 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. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

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 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

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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 Comcast, 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 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

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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.

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