

**FIRST AMENDMENT**  
to  
**Comcast Enterprise Services Master Services Agreement No. CO-292706-mande**

**This First Amendment** (“Amendment”) is concurrently entered into on November 25, 2016 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. CO-292706-mande (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Littleton (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

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

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

1. Article 7.2 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby deleted in its entirety and retitled “Reserved”.

~~“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.”~~

2. Article 7.3 of the General Terms and Conditions is hereby modified to read as follows:

“Indemnification Procedures. ~~The Indemnifying Party Comcast~~ agrees to defend the ~~Indemnified Party Customer~~ for any loss, injury, liability, claim or demand (“Actions”) that is the subject of this Article 7. ~~The Indemnified Party Comcast~~ agrees to notify the ~~Indemnifying Party Customer~~ 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 Comcast~~ shall assume the defense of any Action with counsel reasonably satisfactory to the ~~Indemnified Party Customer~~. The ~~Indemnified Party Customer~~ may employ its own counsel in any such case, and shall pay such counsel’s fees and expenses. ~~Comcast 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 Customer~~ to take or refrain from taking any action or purports to obligate the ~~Indemnified Party Customer~~, then ~~Comcast the Indemnifying Party~~ shall not settle such claim without the prior written consent of the ~~Indemnified Party Customer~~, which consent shall not be unreasonably withheld, conditioned or delayed.”

3. Article 9.6 of the General Terms and Conditions is hereby modified to read as follows:

“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."

4. Article 11.15 is hereby added to the General Terms and Conditions to read as follows:

"Non-Appropriation of Funds. Customer warrants and represents that it is a government entity for purposes of appropriation of funds for payment under the terms of this Agreement under applicable state laws. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local, state (including TABOR) or federal agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated ("Termination") by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this "Non-Appropriation of Funds" provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all of which are to be paid by Customer to Comcast in accordance with Article 3.3 herein. The capital expenses amount set forth hereunder shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term."

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

**City of Littleton****Comcast Cable Communications Management, LLC**

Signature:		Signature:	
Printed Name:			
Title:	<b>NOT FOR SIGNATURE</b>		
Date:		Date:	