

December 7, 2015

Mr. Michael Mattmiller
Chief Technology Officer
Department of Information Technology
P.O. Box 94709
Seattle, WA 98124-4709

Re: Comcast's Commitment to the Seattle Digital Equity Initiative

Dear Mr. Mattmiller:

This letter is to confirm Comcast's commitment regarding Comcast's provision of complimentary cable and high-speed internet service and modems to accredited schools, non-profit organizations, libraries and other community institutions in partnership with the City to support the City's Digital Equity Initiative. Comcast will establish certain programs, and provide certain services and funds, under the terms and conditions set forth below, for a period of ten (10) years, unless otherwise noted in that specific section, from the date of acceptance of this letter by the City Council ("Term"):

1. In support of the Mayor's Digital Equity Initiative, within ten (10) days from the date of acceptance of this letter by the City Council, Comcast will provide the City one-hundred thousand dollars (\$100,000.00), by check made payable to the City of Seattle, and addressed to:

City of Seattle
Department of Information Technology
Accounts Receivable Unit
P.O. Box 94709
Seattle, WA 98124-4709
Attn: Truong Tran

Going forward, Comcast shall provide the City payment of one-hundred thousand dollars (\$100,000.00) by December 31st of each year through 2019 in order to assist in the City's outreach and engagement regarding digital equity and Comcast's low income broadband program.

2. Attachment A to this letter sets forth the existing sites receiving complimentary services and considered to be Eligible Community Partner ("ECP") sites. In addition to providing the funding described in paragraph 1, Comcast agrees, throughout the Term, to provide complimentary (free) high-speed internet service, as defined in paragraph 6 ("Internet Service") at existing ECP sites. Pursuant to paragraph 4 below, Comcast also agrees to provide Internet Service to new ECP sites identified by and determined

- by the City throughout the Term, and to provide Internet Service to relocated or replacement ECP sites if any ECP sites move or are disconnected. The total net number of ECP sites shall not exceed three hundred fifty (350). As an example, if two (2) sites disconnect, the City may identify two (2) replacement sites, and the disconnected sites will not count against the net total. The total number of active modems at any one time during the Term of this commitment shall not exceed 600. For purposes of this letter, ECPs are accredited schools, non-profit organizations, libraries or other community institutions, identified and determined by the City, that provide technology and/or digital literacy services to underserved or low income, vulnerable populations. ECP agreements will require that the ECP not be permitted to resell the Internet Service and that the ECP shall provide those individuals it serves access to the Internet Service free of charge. City facilities or other sites receiving Cable Service or Internet Service through other agreements with Comcast will not be counted against the City's allocation under this agreement.
3. ECPs and other site locations that currently receive Comcast's complimentary cable service are also identified on Attachment A. Comcast will continue to provide complimentary Digital Starter cable service ("Cable Service") to these identified sites. If an ECP currently pays Comcast for Internet Service or Cable Service, that ECP will be entitled to receive complimentary Internet Service and complimentary Digital Starter Cable Service once the ECP's current contract, if any, has expired. Upon written request to Comcast, Comcast will transition any such ECP to complimentary Internet Service and Cable Service at the current site within thirty (30) days. If an ECP does not currently pay Comcast for Internet Service or Cable Service, but Comcast provides complimentary Internet Service to the ECP site, Comcast will provide complimentary Cable Service to the ECP site upon written request to Comcast. Adding Cable Service will not count as an additional ECP site.
 4. The City may identify up to twenty (20) new or relocated ECP sites per calendar year. Any unused sites will not carry forward into the following year's allocation unless Comcast is unable to complete a standard installation within the same year in which it received an ECP application form from the City no later than forty-five (45) days prior to the end of each such year. Comcast agrees to bear the construction cost to the new or relocated ECP sites up to a maximum of twenty five thousand (\$25,000) per site. Comcast will provide written documentation to the City when the cost of construction for a new or relocated site exceeds \$25,000.
 5. The City will provide electronic copies of a site application form to Comcast and Comcast will acknowledge receipt of the site application. Comcast will notify the City by email within 15 business days if a site is determined not to be serviceable and will provide an explanation. Standard installation of serviceable sites will be completed within 30 days of receipt of the site application form. Comcast will work cooperatively with the affected ECP's representative to identify the best location for the new installations. If sites require construction or are delayed for other reasons, Comcast will communicate with the City as to the reason for delay and expected timeline for installation. Comcast will send the City verification of the completed installation within

10 business days of completion. The City and Comcast agree to maintain a common installation status tracking document.

6. For purposes of this letter, “Internet Service” is defined as including, but not limited to, installation and wiring to a single point, the modem/router/wifi device normally provided for that tier of business service at the time of installation, Internet service, normal technical support, and those other features normally advertised for that tier of business services. Each site location will receive Comcast’s third tier business class internet service (50Mbps as of 2015). The City may request higher level of service up to a maximum of five (5) sites per year. Comcast may, at its discretion increase the service level of additional sites or modems to ensure sufficient bandwidth to maintain quality Comcast services for the number of devices and usage at an ECP.
7. Attachment A also sets forth those locations receiving static IP connections (“IP sites”). Comcast will continue to provide the static IP connection to those IP sites occupied by ECPs who currently receive such connections. The City may request that additional static IP connections be provided, up to a net total of eighty (80) active IP sites at any one time during the Term. Comcast will maintain static IP connections for ECP sites with static IP connections when they relocate.
8. Comcast and the City will conduct joint public awareness and promotional activities, including the distribution by the City or ECP of Comcast’s Internet Essentials and or similar company program information at the ECP sites and promotion of the availability of community technology access and training at ECP sites. The City agrees to require that all sites post a notice acknowledging Comcast’s commitment to provide Internet Service. This will include notice of availability of Comcast’s Internet Essentials program.
9. Each ECP will be responsible for monitoring or restricting usage of the Cable Service and Internet Service in accordance with established practices and requirements, and for equipment installed at ECP sites.
10. Comcast and the City will meet at least annually or as otherwise necessary to reconcile ECP site installation status and counts, review public awareness initiatives for the prior year and plan for the coming year, review bandwidth use, the number of members of the public accessing the Internet Service, and consider enhancements that reflect changes in technology over time.
11. In addition, Comcast will work with City officials to bring to Seattle its pilot program to extend Internet Essentials to low-income seniors aged sixty-two (62) and older who are not connected to the Internet in accordance with the terms specified in attachment B. Subject to the success of the senior pilot in attachment B, if Comcast adds additional groups to its Internet Essentials program in the future, it will discuss the feasibility of adding such groups in Seattle with the City.

12. Comcast and the City have discussed in good-faith ways in which both parties can help bridge the digital divide. Comcast commits to work with the City to explore and potentially implement a program under which the City can use franchise fees to assist with the purchase of computers for at risk youth to further their participation in Comcast's Internet Essentials program and explore options around the ninety-day waiting period.

As we have discussed with your staff, Comcast enters into these voluntary commitments in support of the Mayor's Initiative, and with the understanding that the City will recognize and promote Comcast's efforts to bridge the digital divide and to support digital equity. We look forward to our continued partnership with the City in the service of these important goals.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kyle McSarrow", is written over a horizontal line. The signature is stylized and cursive.

Kyle McSarrow
Regional Senior Vice President
Comcast Cable Communications Management, LLC