

THIRD AMENDMENT

to

Comcast Enterprise Services Sales Order No. NJ-18042-011415-01-530250

This Third Amendment (“Amendment”) is entered into as of February 27, 2019 (“Effective Date”) modifies and amends the Comcast Enterprise Services Sales Order No. NJ-18042-011415-01-530250 between Comcast Cable Communications Management, LLC (“Comcast”) and Brick Township School District (“Customer Affiliate”), pursuant to the Services Agreement (E-Rate) NJ-18042-011415-01, executed by and between Comcast and the Middlesex Regional Educational Services Commission (“Agreement”). Comcast and the Customer Affiliate may be individually referred to herein as “Party” and jointly referred to as “Parties”. All references to “Customer” in the Agreement shall also mean the Customer Affiliate. 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, Customer and Comcast have previously entered into the Agreement and whereby Comcast agreed to provide Customer the Services more particularly described therein;

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. The mutual execution of Services Agreement No. ESCNJ-012618-FY18-13029320 shall commence the termination, in full and without Termination Charges, of this Services Agreement No. NJ-15040-011415-01-530250 between the Parties. Such termination shall take effect upon the Service Commencement Date for Services Agreement No. ESCNJ-012618-FY18-13029320. In the event that Services Agreement No. ESCNJ-012618-FY18-13029320 is not mutually executed, this Services Agreement No. NJ-15040-011415-01-530250 shall remain in full force and effect.
2. This Amendment is made pursuant to New Jersey State Public School Contracts Law, N.J.S.A §18A:18A-42 (g).

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.

Brick Township School District

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:	James W. Edwards, Jr., CPA	Printed Name:	
Title:	Business Administrator/BS	Title:	
Date:		Date:	

Account Name: Brick Township School District

SA ID#: NJ-ESCNJ-012618-FY18

Opp ID#: 13029320

CUSTOMER INFORMATION (for notices)

Primary Contact: <u>James Baio</u>	City: <u>Brick</u>	Phone: <u>(732) 785-3000</u>
Title: _____	State: <u>NJ</u>	Cell: _____
Address 1: <u>101 Hendrickson Avenue</u>	Zip: <u>08724</u>	Fax: _____
Address 2: _____	Allowable Contract Date: <u>11/15/2017</u>	Email: <u>jbaio@brickschools.org</u>
Contract Generated Date: <u>02/27/2019</u>		

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges:	\$ 1,940.00
Total Trunk Services Monthly Recurring Charges:	\$ 0.00
Total Off-Net Monthly Recurring Charges:	\$ 0.00
Total Monthly Recurring Charges (all Services):	\$ 1,940.00

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

Total Monthly Recurring Ethernet Equipment Fees:	\$ 0.00
Total Monthly Recurring Trunk Services Equipment Fees:	\$ 0.00
Total Monthly Recurring Equipment Fees (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.

GENERAL COMMENTS

"The pricing provided herein represents the cost of the Services only and does not include any administrative fee which may be required by the Customer's governing commission, consortium or other body, as applicable. Any such administrative fee will be included as a separate charge on Customer's monthly statement. In accordance with the ESCNJ RFP No. 17/18-45, applicants procuring services under this RFP will be assessed a 3% Administrative fee for all services. In accordance with the School and Libraries guidelines, administrative fees are not eligible for E-Rate reimbursement." Additionally, this Agreement is made pursuant to the New Jersey State Public School Contracts Law, N.J.S.A §18A:18A-42 (g)
 Funding Year: 2019
 SPIN: 143003990
 Estimated Service Date: On or after July 1, 2019

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Agreement (E-Rate) No. NJ-ESCNJ-012618-FY18, entered between Comcast and Educational Services Commission of New Jersey and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000, E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature: _____	Signature: _____	Sales Rep: <u>Rich Scheid</u>	
Name: <u>James W. Edwards, Jr., CPA</u>	Name: _____	Sales Rep E-Mail: <u>rich_scheid@cable.comcast.com</u>	
Title: <u>Business Administrator/BS</u>	Title: _____	Region: <u>Freedom</u>	
Date: _____	Date: _____	Division: <u>NorthEast</u>	

ETHERNET SERVICES AND PRICING

Account Name:

Date:

SA ID#:

Opp ID#:

Short Description of Service:

Service Term (Months):

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	EDI-ENI-GIGE	Port	101 HENDRICKSON AVE-Brick Township Public School District					\$ 0.00	\$ 0.00
2	New	Add	EDI-1000	1000 Mbps	101 HENDRICKSON AVE-Brick Township Public School District				Interstate	\$ 1,940.00	\$ 0.00
* Services Location Details attached					Total					Service Charges: \$ 1,940.00	\$ 0.00
**Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)										Equipment Fees: \$ 0.00	

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name: Brick Township School District

SA ID#: NJ-ESCNJ-012618-FY18

Opp ID#: 13029320

Date: February 27, 2019

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMare Location	Extend to DeMare (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	101 HENDRICKS ON AVE-- Brick Township Public School District	101 HENDRICKSON AVE		BRICK	NJ	08724				James Baio	(732) 785-3000	jbaio@brickschols.org	Yes	No

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

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