



Henry Walker
Direct: 615.252.2363
Fax: 615.252.6363
hwalker@bab.com

February 4, 2015

Herbert Hilliard, Chairman
c/o Sharla Dillon
Tennessee Regulatory Authority
502 Deaderick Street
4th Floor
Nashville, TN 37243

Re: Petition of Midwest Cable Phone of Tennessee, LLC for a Certificate as a Competing
Telecommunications Service Provider
Docket No. 14-00067

Dear Chairman Hilliard:

Please accept for filing in the above-captioned docket the attached "Motion to File Additional Evidence and to Request Issuance of Conditional Certificate" and attachments.

Please note that the attachments contain confidential information and are being filed under seal pursuant to a protective order entered January 14, 2014 in this docket.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

By:

A handwritten signature of Henry Walker in dark ink, written over a horizontal line.

Henry Walker

HW/mkc

Enclosure

cc: Monica Smith-Ashford, Hearing Officer

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

IN RE:)
)
PETITION OF MIDWEST CABLE)
PHONE OF TENNESSEE, LLC)
FOR A CERTIFICATE AS A)
COMPETING TELECOMMUNICATIONS) DOCKET NO. 14-00067
SERVICE PROVIDER)

**MOTION TO FILE ADDITIONAL EVIDENCE AND
TO REQUEST ISSUANCE OF CONDITIONAL CERTIFICATE**

Midwest Cable Phone of Tennessee, LLC ("the Applicant") respectfully asks that the Hearing Officer admit as evidence the attached affidavit from Mr. Leonard J. Baxt, Executive Vice President, Chief Administrative Officer and Chief Legal Officer of Midwest Cable, Inc., a corporate affiliate of the Applicant. In light of Mr. Baxt's testimony, the Applicant asks that the Hearing Officer grant its request for a certificate of convenience and necessity as a competing telecommunications provider, with such certificate contingent upon the filing of an executed copy of the Transition Services Agreement ("TSA") between Midwest and Comcast Corporation ("Comcast"). A final copy of the TSA is attached to Mr. Baxt's affidavit.¹

Discussion

At the hearing on this application on December 10, 2014, the Hearing Officer heard testimony from Mr. Richard Wolfe, an employee of Comcast. Mr. Wolfe is one of those Comcast employees who will provide services to Midwest pursuant to the TSA immediately following the spin-off of

¹ As shown on page 1 of the TSA, Comcast and Midwest are also preparing to sign a "Contribution, Separation, and Spin-Off Agreement" concurrent with the signing of the TSA. Because that Agreement is not yet ready to be executed, the signing of the TSA has been delayed longer than the parties anticipated. It now appears that the TSA may not be signed until shortly before or at the same time as the closing of the Comcast—Time Warner Cable merger.

Midwest from Comcast. Mr. Wolfe, however, is not expected to become an employee of Midwest but instead will remain with Comcast. The affiant, Mr. Baxt, on the other hand, is already working for Midwest and is part of the executive team responsible for establishing Midwest as a stand-alone, self-sufficient entity following its spin-off from Comcast Corporation.

Mr. Baxt describes in his affidavit the necessary steps that Midwest must take toward that end. The Applicant and Midwest's other affiliates must first obtain certificates of convenience and necessity from each state where they intend to operate. Without those certificates, Midwest cannot obtain Operating Carrier Numbers ("OCNs") or negotiate new interconnection agreements with incumbent carriers. Affidavit, paragraph 4. Therefore, Mr. Baxt asks that the Authority issue a conditional certificate so that Midwest will not be delayed in those negotiations with respect to its Tennessee operations. He states, "I am asking the TRA to issue the requested conditional certificate so that we can effectively begin interconnection negotiations and prepare for our stand-alone operations."

Just as important, Mr. Baxt's affidavit confirms the testimony of Mr. Wolfe that the spin-off will not occur (and thus Midwest will not begin service to customers) without the TSA in place. As Mr. Wolfe testified, the services being provided under the TSA are necessary to ensure that Midwest will have the technical capability to provide service to the two and one-half million customers it will serve around the country on its first day of operations. Because Midwest cannot launch without the TSA, Mr. Baxt assures the Authority that the Applicant "will not commence providing service to customers until and unless the executed Transition Services Agreement is filed with the Tennessee Regulatory Authority and is fully effective." Affidavit, paragraph 5.

In light of Mr. Baxt's explanation of the need to obtain a state certificate as soon as practicable and his sworn testimony that the Applicant will not begin offering services in Tennessee until after

the company has filed an executed copy of the TSA with the Authority, Midwest asks the Hearing Officer to issue the requested certificate to the Applicant now, conditioned upon the subsequent filing of the TSA.²

**Precedent for the Authority's Granting
of a Conditional Certificate**

The Authority has often issued conditional certificates in other, similar circumstances. In Docket 14-00062, "Petition of Tennessee Wastewater Systems, Inc. to Amend its Certificate of Convenience and Necessity," the Authority granted the requested certificate "contingent upon the satisfactory filing of the following documents." Those documents included an executed contract between the utility and the property developer and a State Operating Permit from the Tennessee Department of Environment and Conservation. Similarly, in Docket 05-00066, "In Re: Petition for Approval of Verizon Communications Inc.'s Acquisition of MCI, Inc.," the Petitioners assured the Authority that "the Petitioners will not consummate the transaction until they have obtained all necessary and governmental and regulatory approvals and reviews." Based on that assurance, the Authority approved Verizon's proposed takeover of MCI "contingent upon the Petitioners' obtaining approval of the applications for approval of transfer of control pending before the Federal Communications Commission ("FCC"). The panel further directed that the Petitioners "file with the Authority a copy of the FCC's approval when granted." The TRA has also granted "contingent" applications in other circumstances.³

² Mr. Baxt notes that a number of other states have already issued certificates to Midwest affiliates. Affidavit, paragraph 6. In some cases, approval was granted contingent upon the applicant making subsequent filings. The Alabama Public Service Commission, for example, recently issued a certificate to a Midwest affiliate upon the condition that the Company not commence service until "after the Applicant has filed with the Commission a final tariff governing said services . . . and an interconnection/resale contract or agreement." A copy of the Alabama Order was filed in this docket on January 13, 2015. As Mr. Baxt states in the affidavit, no state commission has delayed granting a certificate pending execution of the TSA. *Id.*

³ See, e.g., Docket 13-00036, "In re: Joint Petition of Americatele Corporation, Matrix Telecom, Inc. and Impact Telecom, Inc. for Approval of the Transfer of Control of Americatele Corporation and Matrix Telecom, Inc. and for Participation in

Consistent with these decisions, the TRA may grant the Applicant a certificate of convenience and necessity "contingent upon the filing of an executed copy of the Transition Services Agreement," as requested by Mr. Baxt.

Conclusion

As stated in Mr. Baxt's sworn testimony, Midwest cannot and will not begin operations without first executing the TSA and the Applicant will not begin operations in Tennessee until after it has filed with the Authority a signed copy of the agreement. In light of those assurances, there is no reason to delay this matter further. Therefore, the Applicant asks that Mr. Baxt's affidavit be admitted into evidence and that, based on his testimony as well as the entire record in this case, that it be granted a certificate contingent upon the execution and filing of the Transition Services Agreement. By taking this step, which is consistent with the Authority's actions in other dockets, the Authority will join other states that have granted similar applications and thereby expedited the transition of Midwest to a stand-alone, self-sufficient entity.

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS LLP

By: 

Henry Walker (B.P.R. No. 000272)
Bradley Arant Boult Cummings, LLP
1600 Division Street, Suite 700
Nashville, TN 37203
Phone: 615-252-2363
Email: hwalker@babbc.com

Certain Financing Arrangement;" Docket 13-00089, "In re: Joint Application of Birch Telecom of the South, Inc., dba Birch Communications of the South and Lightyear Network Solutions, LLC for Approval to Transfer Assets and Customers of Lightyear Network Solutions, LLC to Birch Telecom of the South, Inc., dba Birch Communications of the South;" Docket 09-00194, "In re: Petition of Mcleodusa Telecommunications Services, Inc. and US LEC of Tennessee, Inc. for Change in Corporate Form, Name Change and Pro Forma Reorganization;" and Docket 05-00277, "In re: Joint Application by Telecom Management, Inc., d/b/a Pioneer Telephone and Adelphia Telecommunications, Inc. for Approval of an Asset Purchase Agreement and Transfer of Customers."

AFFIDAVIT of Leonard J. Baxt
IN SUPPORT OF THE
PETITION OF MIDWEST CABLE PHONE OF TENNESSEE, LLC
FOR A
CERTIFICATE AS A COMPETING TELECOMMUNICATIONS SERVICE PROVIDER
Docket No. 14-00067

I, Leonard J. Baxt, upon penalty of perjury, do hereby swear and affirm as follows:

1. I am the Executive Vice President and Chief Administrative Officer of Midwest Cable, Inc. ("Midwest Cable"), which is currently a wholly-owned subsidiary of Comcast Corporation ("Comcast") and a corporate affiliate of Midwest Cable Phone of Tennessee, LLC ("Midwest Cable Phone-TN").
2. In conjunction with the consummation of a transaction between Comcast, Time Warner Cable, and Charter Communications Inc. as outlined in the petition in this docket, Midwest Cable will be spun off from Comcast, at which time it will become an independent entity, with Midwest Cable Phone-TN as an indirect, wholly-owned subsidiary of Midwest Cable. Immediately upon that spin-off (assuming it is granted a certificate by the Tennessee Regulatory Authority ("TRA")), Midwest Cable Phone-TN will begin providing service to customers in Tennessee.
3. After the spin-off, I will continue to be the Executive Vice President and Chief Administrative Officer of Midwest Cable. I offer this affidavit on behalf of Midwest Cable Phone-TN in support of its Motion To File Additional Evidence and To Request Issuance of a Certificate ("Motion"). As detailed below, prompt issuance of the requested certificate will facilitate Midwest Cable's efforts to ensure that customers enjoy a seamless transition of service from Comcast to Midwest Cable.
4. For a period of time after the spin-off, Comcast will provide certain transition services to Midwest Cable and its subsidiaries under a Transition Services Agreement. Midwest Cable would like to minimize the amount of time it must rely on transition services to serve its customers. To that end, Midwest Cable Phone-TN has to begin preparations to start service upon its spin-off from Comcast. Prompt grant by the TRA of the requested certificate will greatly expedite these efforts, and will facilitate Midwest Cable's ability to serve customers effectively. For example:
 - Midwest Cable Phone-TN will need to obtain an "Operating Company Number" ("OCN") from the National Exchange Carrier Association ("NECA"). The OCN is used to associate usage data with a particular carrier and to obtain telephone numbering resources. Among the documentation required by NECA in an OCN application is "a copy of the certification of the state Public Utilities Commission." See <https://www.neca.org/PublicInterior.aspx?id=1947>. Midwest Cable Phone-TN therefore cannot obtain an OCN until it has in hand a certificate granted by the TRA.
 - Midwest Cable Phone-TN will shortly begin the process of negotiating its own independent interconnection agreements with incumbent local exchange carriers in Tennessee, which it hopes to finalize and execute as soon as possible. Such negotiations can take several months to complete, and cannot be concluded unless the requesting competitive carrier can provide its OCN, which (as noted above) cannot

be obtained until that carrier provides a copy of its valid certificate from the state regulatory authority. Further, interconnection agreements must be approved by TRA before they can go into effect, but cannot be submitted until the competitive local exchange carrier has authorization from the TRA to operate in Tennessee.

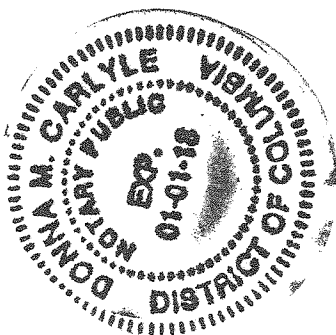
On behalf of Midwest Cable Phone-TN, I am asking the TRA to issue the requested conditional certificate so that we can effectively begin interconnection negotiations and prepare for stand-alone operations.

5. The executory form of the Transition Services Agreement, which will be executed by Comcast and Midwest Cable, is attached to this affidavit as Attachment 1. This agreement also has been filed with the Federal Communications Commission and numerous other state and local authorities. Due to business reasons, the executory form of the Transition Services Agreement will not be executed until other long-form business agreements associated with this transaction are finalized. At this time, I cannot forecast when execution of these agreements will take place. Midwest Cable Phone-TN will not commence providing service to customers until and unless the executed Transition Services Agreement is filed with the Tennessee Regulatory Authority and is fully effective.
6. Midwest Cable must obtain state commission approvals in multiple jurisdictions prior to consummation of this transaction, and we are trying to obtain those approvals as expeditiously as possible while complying with the separate requirements of each jurisdiction. No other state has required that Midwest Cable provide a signed version of the Transition Services Agreement prior to approving an application for a certificate or has required a copy of the executory form of the agreement.
7. Midwest Cable is eager to independently provide consumers in Tennessee with high-quality services. Prompt issuance of the certificate requested by the Motion will greatly facilitate its efforts to prepare to do so. We respectfully ask the TRA to issue a certificate now but, as the agency has done in other cases, to condition the issuance of the certificate upon the subsequent execution and filing of the executory form of the Transition Services Agreement, with the filing to occur no later than five (5) business days after execution of the Transition Services Agreement.

By: _____

Leonard J. Baxt
Executive Vice President and
Chief Administrative Officer
MIDWEST CABLE, INC.

On this, the 2nd day of February, 2015, before me a notary public, Leonard J. Baxt personally appeared before me and signed this affidavit. In witness whereof, I have set my hand and official seal below.



Notary Public
My Commission expires: 1/1/2018

Donna M. Carlyle
Notary Public District of Columbia
My Commission Expires 1/1/2018

TRANSITION SERVICES AGREEMENT

DATED AS OF [●], 2014

BY AND BETWEEN

COMCAST CORPORATION

AND

MIDWEST CABLE, INC.

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TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT (this “**Agreement**”), dated as of [●], 2014, by and between MIDWEST CABLE, INC., a Delaware corporation (“**SpinCo**”), and COMCAST CORPORATION, a Pennsylvania corporation (“**Comcast**”).

WITNESSETH:

WHEREAS, concurrently with the entry into this Agreement, Comcast and SpinCo are entering into a Contribution, Separation and Spin-Off Agreement, dated as of the date hereof (the “**Separation Agreement**”), pursuant to which, subject to the terms and conditions set forth therein, Comcast and the other Comcast Group Members will transfer to SpinCo and the other SpinCo Group Members all of the Comcast Group’s right, title and interest in the SpinCo Systems and the other SpinCo Assets, and the SpinCo Group Members will assume the SpinCo Liabilities; and

WHEREAS, in order to facilitate an orderly transition of the SpinCo Systems from Comcast and the other Comcast Group Members to SpinCo and the other SpinCo Group Members following the Spin-Off, SpinCo desires Comcast to provide or cause the other Comcast Group Members to provide, and Comcast is willing to provide or cause the other Comcast Group Members to provide, the Transition Services with respect to the SpinCo Systems; and

WHEREAS, the parties acknowledge that the transition of infrastructure, management, control systems, and billing and provisioning systems from policies, practices, services and systems maintained by Providers to policies, practices, services and systems maintained by Recipients or their designees is potentially disruptive to customers’ experience; and

WHEREAS, the parties acknowledge that each party must manage the burden of such transition while continuing to operate their respective businesses effectively; and

WHEREAS, the parties acknowledge that their mutual goal is to complete such transition as promptly as commercially practicable following the Spin-Off Date in a manner consistent with those considerations; and

WHEREAS, in furtherance of the foregoing, the parties desire to cooperate toward minimizing disruption to customers’ services and the burden of providing Transition Services on Providers in connection with the delivery of Transition Services under this Agreement, while facilitating the efficient and prompt completion of a migration plan to be mutually agreed (including amendments thereto as may be appropriate to meet those objectives).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Section 1. *Definitions and Interpretation.* Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Separation Agreement, and this Agreement shall be interpreted in the manner set forth in Section 1.2 of the Separation Agreement.

Section 2. *Transition Services.* (a) During the periods contemplated by Section 5, and subject to the terms and conditions set forth in this Agreement, Comcast agrees to provide, or cause the other Comcast Group Members to provide, to SpinCo and the other SpinCo Group Members, with respect to the SpinCo Systems, the services that are set forth in the statements of work (each, a “**Statement of Work**”) attached hereto as Schedule A (the “**Transition Services**”). Comcast and the other Comcast Group Members providing the Transition Services are referred to as “**Providers**”; SpinCo and the other SpinCo Group Members receiving the Transition Services are referred to as “**Recipients**”. In the event of any conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement will control except to the extent such Statement of Work expressly provides otherwise, in which event the terms of such Statement of Work will control with respect to the applicable Transition Service (for the avoidance of doubt, if any Statement of Work provides for more detailed terms than those set forth in this Agreement, which terms are not in conflict with those set forth in this Agreement, then those more detailed terms will control); provided that no Statement of Work entered into after the date of this Agreement will include any terms that conflict with the terms of this Agreement unless such terms are reasonably related to the Transition Services described in such Statement of Work.

(b) The nature and scope of the Transition Services shall be as set forth in the Statements of Work and shall otherwise be substantially consistent with the nature and scope of such services as provided to the SpinCo Systems immediately before the Spin-Off Date, and Providers shall not be required to make any modifications thereto. Subject to the terms hereof, Providers and Recipients shall cooperate with each other and use their respective commercially reasonable efforts during the Term to enable the provision of the Transition Services in accordance with the terms hereof.

(c) Notwithstanding Section 2(b), Recipients acknowledge the dynamic nature of the Transition Services and agree that, except as otherwise expressly set forth in a Statement of Work, Providers may make changes or enhancements from time to time in the manner, nature, quality or scope of the Transition Services (i) in the ordinary course of business of performing such services, (ii) as Providers make similar changes or enhancements in the performance of such services for the Cable Systems included in the Retained Assets, *provided* that Providers shall not make any such changes or enhancements that have a material impact on the nature, scope or quality of products or services provided by Recipients to subscribers of the SpinCo Systems or that will materially impact the Joint Migration Plan (including, without limitation, a delay in completing the Joint Migration Plan) without reasonable prior notice to, and consultation with, SpinCo, *provided further* that to the extent commercially reasonable, if requested by Recipients, Providers shall segregate any such proposed change or enhancement such that it is not imposed on the SpinCo Systems (with any incremental costs associated therewith to be borne by Recipients), (iii) to the extent the nature and scope of, or

responsibilities for providing, the Transition Services evolve (for example, as functions are transitioned to the operational control of Recipients and Providers' role evolves more to support functions); or (iv) as the parties may otherwise mutually agree. Without limiting the foregoing, Providers shall continue to provide information, notices and alerts in the ordinary course of Providers' operations to SpinCo personnel regarding proposed changes or enhancements that may impact the SpinCo Systems.

(d) After the date hereof, if SpinCo identifies a service that (i) the Comcast Group provided to the SpinCo Systems as of immediately prior to the Spin-Off Date, and (ii) SpinCo reasonably needs in order for the SpinCo Systems to continue to operate substantially in the same manner in which the SpinCo Systems operated prior to the Spin-Off Date, and such service was not included in a Statement of Work (other than because Comcast and SpinCo agreed that such service would not be provided hereunder), then Providers shall provide such requested services as they can reasonably provide (any such additional services, the "**Additional Services**"). SpinCo will have 120 days after the Spin-Off Date to request Additional Services. If Providers provide any Additional Service, Comcast and SpinCo shall amend the applicable, or enter into an additional, Statement of Work in writing to include such Additional Service and such Additional Service shall be deemed a Transition Service hereunder, and accordingly, Providers shall provide such Additional Service in accordance with the terms and conditions of this Agreement and the applicable Statement of Work.

(e) Providers' obligation to provide Transition Services will be contingent on Recipients providing to Providers reasonable access to Recipients' employees, contractors, vendors, equipment, systems, hardware, software, data and other resources necessary for performance of the Transition Services. Notwithstanding anything in this Agreement to the contrary, SpinCo shall, and shall cause the other SpinCo Group Members to, use commercially reasonable efforts to take over all functions of the SpinCo Systems as promptly as possible after the Spin-Off Date, and the applicable Joint Migration Plan with respect to any Transition Service shall be developed to give effect to this requirement.

Section 3. *Joint Migration Plan.*

(a) Promptly following the date of this Agreement, Recipients and Providers shall mutually develop a joint migration plan for moving the Transition Services to policies, practices, services and systems maintained by Recipients or their designees (the "**Joint Migration Plan**"). The Joint Migration Plan will be consistent with the terms hereof and will target completion of the migration of all Transition Services by not later than the first anniversary of the Spin-Off Date (or such earlier date, with respect to any Transition Service, as may be set forth in the applicable Statement of Work as the term for such Transition Service), except for Transition Services that involve customer billing platforms and video, voice, or data provisioning systems and email (which will be targeted for completion between 12 and 18 months after the Spin-Off Date). The parties contemplate that the Joint Migration Plan will include work orders or service obligations that differ from the Statements of Work attached to this Agreement. Such work orders and service obligations will be subject to amendment by the parties to the extent

necessary or desirable to complete the migration in a manner consistent with the standard of review described in Section 3(b), and all such amendments will be subject to the provisions of this Section 3. Following termination of this Agreement in accordance with the terms hereof, except as expressly contemplated by Section 10(d), neither Providers nor Recipients will have any further obligations under the Joint Migration Plan.

(b) In the event that the parties fail to agree on the Joint Migration Plan with respect to any Transition Services within 60 days following the Spin-Off Date, the Joint Migration Plan with respect to such Transition Services shall be referred to the respective senior officers of Comcast and SpinCo designated on Schedule B. In the event that such officers fail to mutually resolve the Joint Migration Plan with respect to any Transition Services within an additional 30-day period, either Comcast or SpinCo may submit the Joint Migration Plan with respect to such Transition Services, on a Transition Service-by-Transition Service basis, to an industry expert with expertise and qualifications to decide the matter at issue and who is mutually acceptable to Comcast and SpinCo (an "Expert"), which the parties agree shall be the exclusive means for resolution of such dispute; *provided* that if the parties are not able to agree upon such an expert with respect to any Transition Service, each of SpinCo and Comcast shall select such an expert and the two experts so selected shall jointly select a third expert so qualified to determine the issue and such third expert shall be deemed an "Expert" hereunder. SpinCo and Comcast shall instruct any Expert to make its determination within 20 days after the date that a Joint Migration Plan with respect to any Transition Service is submitted to such Expert and agree that such determination will be final and binding upon the parties; *provided* that such Expert shall be required to choose between the proposals of Comcast and SpinCo in the resolution of the Joint Migration Plan with respect to any Transition Service and may not adopt a proposal that has not been submitted by either Comcast or SpinCo or modify either such proposal; *provided, further*, that such Expert will decide between the proposals submitted by Comcast and SpinCo based on the commercial reasonableness of the proposals in light of their potential disruption to customers' services, the respective burdens on Providers and Recipients and the parties' objective of completing the migration expeditiously in accordance with the terms of this Agreement. The expenses of any such Expert incurred in connection with any such determination shall be borne equally by Comcast and SpinCo. In the event any Joint Migration Plan is subject to the escalation process set forth in this Section 7(b), (i) the parties will continue to work to complete the migration of all Transition Services (including those covered by the Joint Migration Plan that is subject to such escalation process) to policies, practices, services and systems maintained by Recipients or their designee to the extent reasonably possible during the pendency of such escalation process and (ii) the time for completion of the Joint Migration Plan that is subject to such escalation process (and, to the extent necessary, the Term with respect to the Transition Services covered by such Joint Migration Plan) shall be extended to the extent necessary to account for the actual delay in the activities contemplated by such Joint Migration Plan attributable to the failure to reach agreement on such Joint Migration Plan during the pendency of such escalation process.

(c) Providers and Recipients shall act reasonably and in good faith to effect the migration of each Transition Service as set forth in the Joint Migration Plan. For the

avoidance of doubt, unless expressly set forth in the Statements of Work or the Joint Migration Plan (as determined in accordance with the foregoing procedures), the Transition Services do not include any services related to the migration of functions from Providers to Recipients. Providers and Recipients each shall provide to the other party reasonable access to their respective employees to the extent necessary to effectuate the Joint Migration Plan.

(d) In the event that the parties are unable to complete the migration for moving the Transition Services to policies, practices, services and systems maintained by Recipients or their designee prior to the expiration of the Term for any reason, the parties shall meet and discuss in good faith the terms under which the Joint Migration Plan and the Term of this Agreement will be reasonably extended (taking into consideration the facts and circumstances leading to such delay and the standard of review described in Section 3(b)), including any changes to the payment terms hereunder that apply during such extension term (it being understood that the parties shall not be limited to the payment standard under Section 8). Each party shall promptly notify the other party upon becoming aware of any fact or circumstance that may result in the failure of the Joint Migration Plan to be completed prior to the expiration of the Term.

Section 4. *Use of Comcast Marks.* (a) Subject to the terms and conditions of this Section 4, the SpinCo Group may, in the operation of the SpinCo Systems, (i) until the end of the 12-month period (or, if mutually agreed by the parties, 18-month period) beginning on the Spin-Off Date or the earlier termination of this Agreement, continue to use (without modification of any kind) existing building and vehicle signage, customer premises equipment, incidental business materials (e.g., business cards, letterhead, other office supplies and giveaways) and other products that contain the Comcast Marks and were included in the SpinCo Assets, but solely to the same extent, and solely in the same manner in which, such building and vehicle signage, incidental business materials and other products were used by the Comcast Group in the operation of the SpinCo Systems immediately before the Spin-Off Date, and (ii) until the expiration or earlier termination of all customer product-related Transition Services (e.g., video, data, voice, etc.), or the earlier termination of this Agreement, continue to use (without modification of any kind) sales and marketing materials, advertising materials and other literature (including channel line-ups and rate cards) that contain the Comcast Marks and were in existence as of the Spin-Off Date and included in the SpinCo Assets or which are created by the Comcast Group in connection with the Transition Services and provided to the SpinCo Group for their usage, subject in each case to Comcast's express prior written consent as to the form and intended usage of any such materials or literature (for the avoidance of doubt, in no event, either during the Term or thereafter, shall any member of the SpinCo Group have the right to create any new sales and marketing materials, advertising materials or other literature containing the Comcast Marks without Comcast's express prior written consent). On or before the expiration of the applicable periods referred to in clauses (i) and (ii), the SpinCo Group shall cease and discontinue using any and all Comcast Marks and shall destroy or dispose of all building and vehicle signage, products, sales and marketing materials, advertising materials and literature that contain the Comcast Marks (whether existing as of the Spin-Off Date or created during the Term); *provided, however*, that no members of the SpinCo Group shall be required to remove or

discontinue using any Comcast Mark that is affixed to customer premises equipment physically located in a customer home or property as of the expiration of the applicable periods referred to clauses (i) and (ii) (it being understood that, if any such customer premises equipment is returned by the respective customer, the SpinCo Group shall use commercially reasonable efforts to remove and discontinue using any and all Comcast Marks affixed to such customer premises equipment before it is redeployed for use by another customer). In addition, within three months after the Spin-Off Date, the SpinCo Group shall adopt its own form subscriber agreements, acceptable use policies and other customer facing policies, which will be in SpinCo's name and not include any Comcast Marks, but otherwise will be on substantially the same terms as the Comcast Group's corresponding agreements, acceptable use policies and other policies, provided that no deviations in such terms shall impose any additional burden on Providers with respect to the provision of the Transition Services related thereto. As used herein, "**Comcast Marks**" means, collectively, all trademarks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, whether or not registered, in any jurisdiction, and all registrations and applications for registration of the foregoing in any jurisdiction, and all goodwill associated with the foregoing ("**Marks**") owned by Comcast or the Comcast Group Members and used in the operation of the SpinCo Systems in the ordinary course of business immediately before the Spin-Off Date, including the Marks disclosed on Schedule C (the "**Scheduled Marks**"), but specifically excluding any Third Party Marks (as defined below).

(b) In addition to the rights granted under Section 4(a), the SpinCo Group and their customers may continue to use any domain names set forth on Schedule D with respect to any Transition Service that contemplates the use of such domain name by the SpinCo Group or their customers.

(c) SpinCo recognizes the value of the publicity and goodwill associated with the Comcast Marks and acknowledges and agrees that the Comcast Marks have acquired secondary meaning and that all related rights and goodwill in and to the Comcast Marks belong solely and exclusively to the Comcast Group and have not been transferred to the SpinCo Group hereby or pursuant to the Separation Agreement. Any and all goodwill associated with the SpinCo Group's use of the Comcast Marks pursuant to Section 4(a) shall inure solely and exclusively to the benefit of the Comcast Group. The SpinCo Group shall use the Comcast Marks solely in the form stipulated by the Comcast Group and shall conform to and observe such standards as the Comcast Group from time to time prescribes, including standards relative to the quality, design and appearance of the Comcast Marks, and the manner, disposition and use of the Comcast Marks, it being understood that this condition will be deemed to have been fulfilled as long as SpinCo uses the Comcast Marks in the same manner that they were (i) used with respect to the SpinCo Systems immediately prior to the Spin-Off Date or (ii) provided by the Comcast Group after the Spin-Off Date. Upon reasonable request, the Comcast Group shall have the right to inspect any designation, document or other media bearing the Comcast Marks in the SpinCo Group's possession or control, including any literature, sales materials, products, building or vehicle signage or marketing or advertising materials in SpinCo's possession or control. Without limiting the generality of the foregoing, SpinCo

acknowledges and agrees that (i) the products and services that members of the SpinCo Group will provide, promote or sell in connection with the use of the Comcast Marks pursuant to Section 4(a) will be substantially consistent with the quality of the products and services provided, promoted or sold by the Comcast Group in the operation of the SpinCo Systems immediately before the Spin-Off Date and (ii) in no event, either during the Term or thereafter, shall any member of the SpinCo Group (x) represent that it is the owner of the Scheduled Marks, (y) attempt to register the Scheduled Marks alone or as part of any member of the SpinCo Group's own trade name, trademark, service mark, logo or other indicia of origin in any jurisdiction or (z) challenge the ownership, validity, enforceability or use of any of the Scheduled Marks.

(d) Nothing in this Section 4 is intended to or shall be construed as granting to any member of the SpinCo Group any right to use any trademarks, service marks, logos or other indicia of origin used in the operation of the SpinCo Systems that are not owned by a Comcast Group Member (the "**Third Party Marks**"). Subject to Section 7, SpinCo acknowledges and agrees that it shall be solely responsible for obtaining any rights necessary to use any Third Party Mark during the Term or thereafter.

Section 5. *Duration of Transition Services.* Each Transition Service shall be provided from the Spin-Off Date until the earliest of (i) the expiration of the Term, (ii) the termination of this Agreement or such Transition Service in accordance with Section 10(a), (iii) the termination of such Transition Service in accordance with Section 7(b) or Section 10(b), (iv) the termination date, if any, provided in the Statement of Work for such Transition Service or (v) the completion of the migration of such Transition Service in accordance with the Joint Migration Plan for such Transition Service; in each case subject to any extension of the Joint Migration Plan or any Transition Services in accordance with this Agreement.

Section 6. *Relationship of the Parties.* This Agreement is intended to create an independent contractor relationship between the parties for purposes of federal, state and local law, including the Internal Revenue Code of 1986, as amended. Except as expressly contemplated by the last sentence of Section 12(c), nothing in this Agreement shall be construed or implied to create an agency, partnership, affiliate, joint employer, or joint relationship. In connection with this Agreement, neither Providers nor Recipients shall (a) act as an agent or partner of the other or (b) have or hold itself out to have the power or authority to bind the other to any third party in any manner not authorized under this Agreement. Except as set forth in this Agreement, neither Providers nor Recipients shall be responsible for any obligation of the other party or be responsible for any act or omission of the other party in connection with the matters set forth herein.

Section 7. *Subcontractors; Vendors.* (a) Providers shall have the right, directly or through one or more of their Subsidiaries, to hire or engage one or more subcontractors or other third parties (each, a "**Subcontractor**") to perform any or all of their obligations in respect of any Transition Services under this Agreement; *provided* that Providers shall remain ultimately responsible for ensuring that the obligations with respect to the nature, scope and quality of the Transition Services described in Section 2 are satisfied with respect to any Transition Services provided by any Subcontractor; *provided, further*, that

Recipients may request removal of any Subcontractor whom Recipients, in good faith, determine is unqualified or not suitable to perform the Transition Services, which request will be considered by Providers in good faith.

(b) (i) Recipients acknowledge that the provision of certain Transition Services by Providers will require the authorization or cooperation of third party vendors, service providers, and licensors (“**Vendors**”).

(ii) In the event that any Vendor objects to the provision of any Transition Services or seeks to impose additional or different terms with respect to the provision of such Transition Services (a “**Vendor Objection**”), Providers shall promptly provide to Recipients a written notice of such Vendor Objection, which notice shall include all additional and different terms communicated to Provider and offered by such Vendor to allow continuation of the Transition Services (a “**Vendor Statement**”). Recipients may, at their sole discretion, either (x) accept responsibility for such Vendor terms, (y) negotiate alternate terms with such Vendor on its own behalf and enter into a separate written agreement with such Vendor, or (z) terminate the applicable Transition Services pursuant to Section 10(b), and shall give Providers written notice of which option Recipients elect not later than 30 days after receipt of the applicable Vendor Statement. Providers shall have the right to discontinue providing any Transition Services that are the subject of a Vendor Objection upon receipt by Provider of a written request from the applicable Vendor; *provided* that Providers are not permitted to continue to provide such Transition Services (a “**Vendor Election**”); *and further provided* that if such Vendor Objection is resolved or withdrawn (*e.g.*, because Recipients agree to accept the terms set forth in a Vendor Statement or agree to alternate terms with such Vendor) within 30 days of notice to Recipients of such Vendor Election (or any shorter cure period provided under such Vendor Election), such Transition Service shall automatically be reinstated and Providers shall resume provision of such Transition Service in accordance with the terms hereof. Recipients shall be solely responsible for any incremental costs, expenses or fees required to be paid to any Vendor in respect of the provision of any Transition Services by Providers. Providers agree to cooperate reasonably and in good faith to facilitate Recipients’ efforts to negotiate any alternate terms or other resolution with any Vendor that provides a Vendor Objection or Vendor Election, other than with respect to pricing or other terms to be negotiated by Recipients. For the avoidance of doubt, however, Providers have no obligations under this Agreement to agree to any change in the terms of any agreement between Providers and any Vendors as such terms apply to the Cable Systems of Providers, regardless of whether Recipients accept such terms with respect to the SpinCo Systems or whether Providers’ unwillingness to agree to such change in terms impacts Providers’ ability to provide or continue to provide any Transition Service to Recipients.

(iii) If requested by Providers, Recipients will execute written undertakings in connection with any agreements with Vendors whereby Recipients will agree to (x) comply with the terms of such agreement, as

applicable to purchases by or for Recipients under such agreement, (y) make direct payment of, and be responsible as the primary obligor for, any consideration payable to the Vendor under such agreement for goods or services purchased by or for Recipients, and (z) agree to fulfill any purchase commitment made in writing with respect to the SpinCo Systems.

(c) Subject to such additional requirements as may be specified in any applicable Statement of Work, SpinCo acknowledges and agrees that Recipients shall be solely responsible for obtaining all content, programming and applications rights required in order to distribute content, programming and applications to the SpinCo Systems, including such rights as are required to permit distribution of video services to the SpinCo Systems in the same manner as distributed by Providers as of the Spin-Off Date. The agreements for the rights described in this Section 7(c) shall not be subject to the provisions of Section 7(b).

Section 8. *Billing and Payment.* (a) In consideration for the Transition Services, Recipients shall reimburse and pay to Providers their actual, incremental costs (without overhead allocations) of providing the Transition Services. Any dispute between the parties regarding such actual, incremental costs will be resolved in accordance with Section 8(d). Except for the amounts provided for in this Agreement, including the Joint Migration Plan with respect to the Transition Services, and otherwise as agreed by the parties, no other fees or costs shall be charged by Providers or be payable by Recipients to Providers in consideration for the Transition Services (it being understood that this Section 8 in no way affects any of the other Transaction Agreements or any other agreements between Recipients and Providers or any of their Subsidiaries with respect to responsibility for any fees, costs or payments provided for therein).

(b) Providers shall invoice Recipients promptly after the end of each calendar month for all amounts due under Section 8(a) to the extent reasonably determinable during such month, and provide reasonable documentation related to such amounts, and to the extent any such amounts are not reasonably determinable during the Term, Providers shall continue to invoice such amounts after the termination of this Agreement promptly after such amounts are determined until all amounts are invoiced and paid; provided that Providers will endeavor to provide Recipients with notice of any amounts that are expected to be invoiced after the Term as Providers become aware of such amounts. Payment of any amounts due hereunder will be considered timely made to Providers if received by Providers within 30 days after the date the invoice for such amounts is received (the “Due Date”). Any amounts not paid by the applicable Due Date will, to the extent not disputed in good faith in accordance with Section 8(d), be considered past due.

(c) If Recipients fail to pay Providers any undisputed amount when due under this Agreement, the amount due will bear interest from the applicable Due Date to the date of payment at a rate equal to the 3 Month LIBOR rate as reported in the London Interbank Offered Rates column of *The Wall Street Journal*, as reported at www.wsjonline.com (the “LIBOR Rate”), on the Spin-Off Date *plus* 3%, provided that the interest rate shall reset every three calendar months based on the then-current LIBOR

Rate on the first day of such period (or, if such reset date is not a Business Day, then the LIBOR Rate so published on the preceding Business Day).

(d) In the event that Recipients dispute any portion of any Providers' invoice, Recipients must pay the undisputed portion of the invoice and submit a written claim (the "**Dispute Notice**") for the disputed amount setting forth the nature and basis therefor in reasonable detail and, to the extent available, with supporting documentation. All claims with respect to disputed amounts must be submitted to Providers within 90 days of the Due Date of the applicable invoice (the "**Dispute Period**"). Any amount that is timely disputed by Recipients shall be resolved according to the following procedures, provided that the parties shall use commercially reasonable efforts to resolve all disputed items in an efficient manner that minimizes disruption to the Transition Services, the parties and their respective businesses and employees:

(i) *first*, SpinCo and Comcast shall negotiate in good faith for the purpose of resolving the dispute within a 30-day period following the date of receipt of the Dispute Notice (the "**Initial Resolution Period**");

(ii) *second*, in the event that the parties fail to resolve the dispute within the Initial Resolution Period, the dispute shall be referred to the respective Chief Financial Officers of SpinCo and Comcast or such other member of senior management designated by the Chief Financial Officer, along with all relevant documentation and information relating thereto to enable the Chief Financial Officers or such designees to negotiate in good faith for the purpose of resolving such dispute within an additional ten-day period (the "**Additional Resolution Period**"); and

(iii) *third*, in the event that the Chief Financial Officers or such designees fail to mutually resolve the dispute within the Additional Resolution Period, either party may thereafter refer the dispute to a national accounting firm that is mutually acceptable to SpinCo and Comcast, such acceptance not to be unreasonably withheld, and which the parties agree shall be the exclusive means for resolution of such dispute; *provided* that if the parties are not able to agree upon a national accounting firm, each of SpinCo and Comcast shall direct its respective independent auditors to jointly select a national accounting firm to resolve the dispute, in either case acting in its capacity as a financial expert, not as an arbitrator (the firm selected pursuant to this Section 8(d)(iii), the "**Referee**"). SpinCo and Comcast shall instruct the Referee to make its determination within 20 days after the date such matter is submitted to the Referee and agree that such determination will be final and binding upon the parties, *provided* that the Referee may not assign a value to any disputed amount that is outside the range of values for such disputed amount claimed by the parties in their submissions to the Referee. To the extent the Referee determines a disputed amount in favor of Providers, Recipients shall promptly pay the amount determined to be due, together with interest from the applicable Due Date to the date of payment by Recipients at the LIBOR Rate *plus* 3%. To the extent the Referee determines a disputed amount in favor of Recipients and such determination requires the refund

of amounts previously paid by Recipients to Providers, Providers shall promptly pay the amount determined to be due, together with interest from the date of payment by Recipients at the LIBOR Rate *plus* 3%. The Referee shall not have the power to award any injunctive relief or specific performance, but may award money damages only. The expenses of the Referee incurred in connection with such determination shall be borne 50% by SpinCo and 50% by Comcast.

(e) Subject to Section 8(d), Recipients shall pay the full amount due to Providers under this Section 8 and shall not set-off, counterclaim or otherwise withhold any amount owed to Providers under this Agreement, except to the extent contemplated by Section 9.17 of the Separation Agreement.

Section 9. *Term of Agreement.* The term of this Agreement shall commence on the date hereof and continue until the first anniversary of the Spin-Off Date (the “**Initial Term**”). At SpinCo’s election notified in writing to Comcast not later than 30 days prior to the expiration of the Initial Term, this Agreement shall renew for a six-month renewal period and, at SpinCo’s and Comcast’s mutual written election, this Agreement shall renew for a second six-month renewal period, except that SpinCo may, in its sole discretion, renew the Transition Services that involve customer billing platforms and video, voice, or data provisioning systems and email for a second six-month renewal period (any such applicable renewal periods, together with the Initial Term, the “**Term**”). This Agreement shall terminate upon the expiration of the Term or at such earlier time at which (x) this Agreement is terminated in accordance with Section 10(a) or (y) all Transition Services have expired or been terminated in accordance with Section 5. In addition, this Agreement shall terminate automatically upon termination of the Merger Agreement. Upon the termination of this Agreement, Sections 4(c), 8, 10(b), 11, 12, 13, 14, 18 and 20 through 31 of this Agreement, together with this sentence, shall survive.

Section 10. *Termination.* (a) Any one or more Transition Services may be terminated by either party if the other party is in material breach or default of any of its covenants, agreements or other obligations herein, which materiality shall be measured relative to all of the Transition Services to be so terminated. This Agreement may be terminated in its entirety by either party if the other party (i) is in material breach or default of any of its covenants, agreements or other obligations herein (other than breach for nonpayment), which materiality shall be measured relative to the Transition Services provided under this Agreement as a whole, or (ii) is in breach for nonpayment. The party terminating this Agreement or any Transition Services is referred to herein as the “**terminating party**” and the other party is referred to herein as the “**breaching party**”. In order for any such termination to be effective, the terminating party shall have provided the breaching party with written notice of such breach or default, and the breaching party shall have failed to cure such breach or default (other than breach for nonpayment) within 45 days after the date of such written notice, or, in the case of breach for nonpayment, if the breaching party shall have failed to cure such breach or default within 10 days after the date of such written notice. Failure to pay any amount being disputed in good faith in accordance with the procedures set forth in Section 8 hereof shall not be considered a breach.

(b) Recipients may, at their election, terminate the provision of all or any portion of one or more Transition Services by delivery of a written notice to Providers at least 30 days prior to the date on which such termination is to become effective. In the event of such termination of any Transition Services prior to the scheduled termination date for such Transition Services, Recipients shall pay Providers for Providers' costs reasonably incurred in winding up the terminated Transition Services prior to the scheduled termination date, including, without limitation, with respect to any equipment, software licenses, support or services ordered or secured in advance and any applicable termination or restocking charges incurred by Providers.

(c) Upon any termination pursuant to this Agreement of one or more, but less than all, Transition Services, this Agreement shall continue in full force and effect with respect to any Transition Services not so terminated.

(d) In the event of termination of one or more Transition Services by Providers pursuant to Section 10(a) due to a material breach or default by Recipients (other than breach for nonpayment), if requested by Recipients, Providers shall continue to provide such Transition Services for a period of not more than 90 days (an "Extension Period") (and in no event ending later than the date on which, absent such termination pursuant to Section 10(a), such Transition Services would have ceased to be provided in accordance with Section 5) in order to allow for the migration of such Transition Services to policies, practices, services and systems maintained by Recipients or their designees. During any Extension Period, the terms hereof and of the applicable Statement of Work shall continue to apply with respect to the applicable Transition Services; *provided that* (x) Recipients shall take all actions necessary in order to accomplish the migration of such Transition Services as promptly as practicable and (y) in addition to the actual, incremental costs (without overhead) of providing such Transition Services (including as set forth on the applicable Statement of Work), Recipients shall pay to Providers a surcharge equal to 30% of such actual, incremental costs.

Section 11. *Records and Information; Assistance.*

(a) During the Term and for one year thereafter (or later as required by Applicable Law), Providers shall maintain complete and accurate records relating to the corresponding Transition Services and the performance of their duties under this Agreement to the extent and in the same manner as such records were maintained by the Comcast Group immediately before the Spin-Off Date. Recipients (or their designee) may, on one occasion per 12-month period during the period beginning on the Spin-Off Date and ending 90 days after termination of this Agreement at Recipients' sole cost and expense, or solely with respect to any invoice for which the Dispute Period has not run as of the end of the Term, within such Dispute Period, audit such books and records of Providers relating to the amounts invoiced to Recipients for Transition Services under Section 8(a). Any such audit will be conducted during normal business hours upon not less than ten days prior written notice. Subject to the execution of a customary confidentiality agreement, Providers will (A) give Recipients' independent accountants or another national accounting firm selected by Recipients (the "Auditor") access to the offices, properties, books and records of Providers relating to the amounts invoiced to

Recipients for Transition Services under Section 8(a), (B) furnish to the Auditor such financial information and data relating to the calculation of such amounts as the Auditor may reasonably request and (C) cause the officers and employees of Providers to reasonably cooperate with the Auditor in connection with its investigation of any such amounts. Notwithstanding the foregoing, the Auditor shall only furnish to Recipients its ultimate determination of any such amounts and such other information Providers agree in writing that Recipients may receive, and shall not disclose any other information pertaining to the Transition Services, the review conducted hereunder or Providers' business without Providers' prior written consent. Any such audit of the books and records of Providers pursuant to this Section 11(a) shall be performed only by an Auditor, which Auditor shall not be engaged on a contingency basis.

(b) Providers shall use commercially reasonable efforts to segregate Recipients' data relating to the Transition Services provided under this Agreement. Upon request by Recipients following the termination of this Agreement, Providers shall deliver to Recipients any such data segregated by Providers as reasonably required by Recipients in connection with their ongoing operation of the SpinCo Systems. Except as expressly provided in this Agreement or any other Transaction Agreement, no party shall be under any obligation to provide any information to the other party or parties, except that each party shall provide such information as is reasonably requested by the other party in order to provide or receive the Transition Services. No party shall have access to any information of the other party or parties if, based on the advice of the other party's counsel, disclosure of such information would reasonably be expected to create a liability under Applicable Law or waive any material legal privilege (*provided* that, in such latter event, each party shall use commercially reasonable efforts to cooperate to permit disclosure of all or a portion of such information in a manner consistent with the preservation of such legal privilege).

(c) Following the termination of this Agreement, each party shall use reasonable efforts to make available to the other party and the other party's attorneys, accountants, consultants and other designated representatives, upon written request, such party's directors, officers, employees and representatives, and shall otherwise cooperate with the other party, to the extent reasonably requested, in connection with any Third-Party Claim arising out of or related to such party's obligations under this Agreement.

Section 12. *Confidentiality and Publicity.* (a) Each party acknowledges that it or a member of its Group, in connection with this Agreement and the Transaction Agreements, may receive Confidential Information of the other party or any member of its Group (a party receiving any such Confidential Information is referred to herein as a "**Receiving Party**", and a party providing any such Confidential Information is referred to herein as a "**Disclosing Party**"). The Receiving Party agrees that it and its Representatives will keep confidential and use only for Permitted Purposes all Confidential Information that the Disclosing Party furnishes or otherwise makes available to the Receiving Party in connection with this Agreement. For purposes of clarification, notwithstanding anything herein or in the Separation Agreement to the contrary, any information relating to the manner in which the Comcast Group performs the Transition Services or otherwise operates the SpinCo Systems or the Retained Assets, whether

before the Spin-Off Date or during the Term, to the extent not specifically related to the SpinCo Systems but rather generally applicable to how the Comcast Group operates all of its cable communications systems, shall constitute Confidential Information of the Comcast Group (and not the SpinCo Group) for all purposes hereunder.

(b) Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information (i) to any of its Representatives who need to know such information for the purpose of assisting the Receiving Party in connection with Permitted Purposes, so long as the Receiving Party informs its Representatives that the Confidential Information is confidential and subject to the terms hereof (it being agreed that the Receiving Party will be responsible for any failure by any of its Representatives to comply with this Section 12 insofar as it relates to Representatives); (ii) to the extent that the Disclosing Party so consents in writing; or (iii) in accordance with Section 12(d); *provided, however*, that, with respect to Confidential Information that constitutes Personally Identifiable Data (as defined below) related to subscribers of the Disclosing Party, the Receiving Party shall not access, disclose or use, and shall not permit its Subsidiaries and its and their Representatives to access, disclose or use, such Confidential Information except as necessary in connection with the performance of its obligations under this Agreement or as expressly permitted by such party in writing. For purposes hereof, “**Personally Identifiable Data**” means individually identifiable information from or about an individual person, including a first and last name; a home or other physical address; an email address or other online contact information; a telephone number; a Social Security number; a driver's license number; financial information, including a bank, loan, or credit card account number; and a persistent identifier, such as a customer number held in a “cookie” or processor serial number, that is combined with other available data that identifies an individual consumer. “Personally Identifiable Data” also includes personnel and consumer credit information and any other information about an individual person which is combined with, associated with, or linked to any of the foregoing information, including customer lists, mailing lists, telemarketing lists, e-mail telemarketing lists, customer or prospective customer databases, credit reports, promotion history and all data that exists within the Disclosing Party's or its Subsidiaries' databases.

(c) Notwithstanding the foregoing, the Receiving Party will maintain all of the Disclosing Party's cable subscriber information that is subject to the requirements of 47 U.S.C. § 551, customer proprietary network information, as such term is defined in 47 U.S.C. § 222(h)(1) (“CPNI”) and Personally Identifiable Data (collectively “**Subscriber Information**”) as confidential and will not use such Subscriber Information for any purpose other than the provision of the Transition Services. Any collection, maintenance, or use of by a party of the other party's Subscriber Information will be undertaken (i) subject to the then current documented subscriber information collection business practices and written customer privacy policies of Providers; (ii) in all cases, in compliance with all applicable local, state and federal laws, rules and regulations governing Providers' collection, maintenance, transmission, dissemination, use and destruction of its own similar information, including (A) the provisions of 47 U.S.C. § 551, *et seq.*, (B) any state and federal security breach notification laws, (C) any state and federal law requiring the protection of Personally Identifiable Data, and (D) the rules, regulations and directives of the Federal Communications Commission (the “FCC”) and

the Federal Trade Commission, as amended from time to time; and (iii) in compliance with PCI DSS v3.0. Providers will provide the corresponding "attestation of compliance" or "report on compliance" associated with their PCI compliance to Recipients. Each party will retain the other party's Subscriber Information only for so long as is reasonably necessary to complete the purposes for which the Subscriber Information has been disclosed, unless otherwise specified by a mutual written agreement of the parties. Each party will use commercially reasonable efforts to segregate the Subscriber Information of the other party from its own records. Thereafter, the Receiving Party will, at the Disclosing Party's election, permanently destroy or return any such segregated Subscriber Information with a certification signed by an officer of the Receiving Party that all such segregated Subscriber Information has been destroyed or returned. Providers are hereby designated as a limited agent for Recipients for the sole purpose of abiding by the FCC's CPNI rules (47 U.S.C. § 222; 47 CFR § 64.2001, *et seq.*).

(d) In the event that the Receiving Party or any of its Representatives or their respective Affiliates is required or requested to disclose any Confidential Information in connection with a judicial or administrative proceeding (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process) or pursuant to any Applicable Law or the rules of any national stock exchange, the Receiving Party will, to the extent legally permissible, provide the Disclosing Party with prompt and prior notice of such requirement(s). The Receiving Party also agrees, to the extent legally permissible, to provide the Disclosing Party, in advance of any such disclosure, with a list of Confidential Information that the Receiving Party or its Representative intends to disclose (and, if applicable, the text of the disclosure language itself) and to cooperate with the Disclosing Party to the extent the Disclosing Party may seek to limit such disclosure, including, if requested, taking all reasonable steps to resist or avoid any such judicial or administrative proceedings referred to above, in each case at the Disclosing Party's cost and expense. If, and to the extent, in the absence of a protective order or the receipt of a waiver from the Disclosing Party after a request in writing therefor is made by the Receiving Party (such request to be made as soon as practicable to allow the Disclosing Party a reasonable amount of time to respond thereto), the Receiving Party or any of its Representatives or their respective Affiliates are legally required or requested (or required under the rules of any national stock exchange) as advised by counsel to disclose the Confidential Information, the Receiving Party or any of its Representatives or their respective Affiliates will limit such disclosure to that which is so required or requested and, to the extent available, will use commercially reasonable efforts, at the request and expense of the Disclosing Party, to cooperate with those efforts of the Disclosing Party to obtain confidential treatment of such disclosure, and thereafter may disclose such information without liability hereunder; provided that neither the Receiving Party nor any of its Representatives shall be permitted to disclose any Confidential Information pursuant to this Section 12(d) if such disclosure requirement arises as a result of any breach of this Section 12(d).

(e) Notwithstanding anything herein to the contrary, the obligations of the Comcast Group Members to keep Confidential Information confidential shall not be deemed to be breached by any disclosure by NBCUniversal Media, LLC or any other of Comcast's Affiliates in the ordinary course of their business of disseminating news and

information; *provided* that the individuals involved in such dissemination received such Confidential Information from a source other than the personnel of Comcast or its Representatives involved in the transactions contemplated hereby.

(f) The Intangible Equipment (as defined below) used by Providers or any Subcontractor or Vendor to perform the Transition Services is confidential and proprietary to Providers or such Subcontractor or Vendor, as applicable, and Recipients shall, and shall cause their Representatives to, treat such Intangible Equipment as confidential and proprietary to Providers and/or the Subcontractor or Vendor, as applicable. Recipients' Intangible Equipment accessed or used by Providers or any Subcontractor or Vendor in performing the Transition Services is confidential and proprietary to Recipients, and Providers shall, and shall cause their Representatives to, treat such Intangible Equipment as confidential and proprietary to Recipients.

(g) Except as required by Applicable Law or as otherwise contemplated in this Section 12 (including with respect to communications with Subcontractors, Vendors or other third parties involved in the performance of Transition Services), neither SpinCo nor Comcast shall, and each shall cause its Group Members and Representatives not to, make any public announcements or otherwise communicate with any news media or other third parties with respect to the terms of this Agreement or the Transition Services contemplated hereby without the prior written approval of the other party hereto.

(h) Upon the termination of any Transition Services or portion thereof, the Receiving Party shall, and shall cause its respective Representatives to, (i) cease using the Disclosing Party's Confidential Information applicable to such Transition Services or portion thereof (except to the extent applicable to a continuing Transition Service or, in the case of Comcast as the Receiving Party, to the operation of the Retained Assets) (any such Confidential Information described in this clause (i), "**Applicable Confidential Information**") and (ii) to promptly deliver to the Disclosing Party or destroy, at the election of the Receiving Party, that portion of all materials that contain Applicable Confidential Information, including any notes relating thereto, without retaining any copy thereof, including, to the extent practicable, expunging all such Applicable Confidential Information from any computer, word processor or other device containing such information. A senior executive officer of the Receiving Party will certify to the Disclosing Party that all such material has been so delivered or destroyed. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain copies of Applicable Confidential Information (in electronic or paper form) (x) contained in an automatic archived computer system backup to the extent such copies are not readily available to end users and cannot readily be expunged from such computer system backup (*i.e.*, if doing so would entail more than a de minimis level of effort) or (y) to the extent that such retention is required to demonstrate compliance with Applicable Law or professional standards, or to comply with the Receiving Party's bona fide document retention policy; *provided, however*, that any such information so retained shall be held in compliance with the terms of this Agreement for so long as such Applicable Confidential Information is retained and notwithstanding the termination of this Agreement. Any and all duties and obligations with respect to Confidential Information existing under this Section 12 shall remain in full force and effect, notwithstanding the delivery or

destruction of Applicable Confidential Information required by this Section 12(h). Without limiting the generality of the foregoing, Recipients, upon the termination of any Transition Services or portion thereof, shall, and shall cause their Representatives to, (I) cease using any and all Providers' Equipment provided to Recipients in connection with such Transition Services or portion thereof (to the extent not utilized in the provision of any continuing Transition Services) and (II) no later than 15 days following such termination, return such Providers' Equipment to Provider. The foregoing provisions of this Section 12(h) shall not apply to customer records or data applicable solely to the SpinCo Systems created in the provision of the Transition Services, which shall belong to Recipients.

Section 13. *Title to Equipment; Management and Control.* Recipients acknowledge and agree that: (a) all software, hardware, data, associated maintenance and support, procedures, methods, systems, strategies, tools, and related Intellectual Property Rights, documentation or other intangible resources ("**Intangible Equipment**") and equipment, facilities or other tangible resources ("**Fixed Equipment**") used in connection with the provision of the Transition Services (collectively, the "**Equipment**") that is used or furnished by Providers or any Subcontractor or Vendor and that is not part of the SpinCo Systems shall remain the property of Providers or such Subcontractor or Vendor, as applicable, and shall at all times be under the sole direction and control of Providers or such Subcontractor or Vendor, including Equipment that is acquired to support the Transition Services that would not otherwise have been required absent this Agreement; (b) all Equipment of Providers or any Subcontractor or Vendor and related materials furnished in connection with the Transition Services hereunder are, with respect to Recipients, for the internal use of the SpinCo Systems during the Term only and shall be used by Recipients solely in connection with the Transition Services and the provision of related services to customers of the SpinCo Systems and the operation of the SpinCo Systems, and for no other purpose; (c) Recipients shall not copy, modify, reverse engineer, decompile, disable, damage, erase, disrupt, impair or in any way alter any such Equipment or introduce any virus or similar computer software routine, in each case, without Providers' express prior written consent; (d) management of, and control over, the provision of the Transition Services (including the determination or designation at any time of the Equipment, employees and other resources of Providers or any Subcontractor or Vendor to be used in connection with the provision of the Transition Services) shall reside solely with Providers; and (e) Recipients shall comply with any and all Applicable Law and all rules, regulations, policies and procedures of Providers with respect to access and use of such Equipment. Without limiting the generality of the foregoing, all labor matters relating to any employees of Providers after the Spin-Off Date shall be within the exclusive control of Providers, and Recipients shall take no action affecting such matters, except that Recipients may request removal of any employees of Providers whom Recipients, in good faith, determine is unqualified or not suitable to perform the Transition Services, which request will be considered in good faith by Providers.

Section 14. *Exculpation; Disclaimer of Warranties; Indemnification.* (a) Except as expressly provided in Section 14(c), Providers, their Subsidiaries and Subcontractors and their respective directors, officers, employees, Affiliates and Representatives (each, a

“Provider Indemnified Party”) shall not have any liability whatsoever, whether in contract, tort (including negligence) or otherwise, to Recipients, their Subsidiaries and their respective Representatives (each, a **“Recipient Indemnified Party”**) for or in connection with any Transition Services rendered or to be rendered by any Provider Indemnified Party or Vendor pursuant to this Agreement or any acts or omissions of any Provider Indemnified Party or Vendor in connection with this Agreement or the Transition Services.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE TRANSITION SERVICES TO BE PROVIDED HEREUNDER ARE FURNISHED AS IS, WHERE IS, AND WITH ALL FAULTS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF TITLE, QUALITY, LEGALITY, NON-INFRINGEMENT OR MISAPPROPRIATION, MERCHANTABILITY OR FITNESS, ADEQUACY OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE, AND PROVIDERS EXPRESSLY DISCLAIM, AND RECIPIENTS WAIVE, ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR DEMAND, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE TRANSITION SERVICES OR OTHERWISE PURSUANT TO THIS AGREEMENT.

(c) Providers shall indemnify, defend and hold harmless each Recipient Indemnified Party from and against any and all Losses incurred or suffered by such Recipient Indemnified Party arising out of or in connection with (i) any material breach of this Agreement by any Provider Indemnified Party; or (ii) any gross negligence, willful misconduct, or material violation of any applicable law by any Provider Indemnified Party in connection with this Agreement; *provided, however*, that, except in the case of Losses resulting from the gross negligence, willful misconduct, or material violation of any applicable law by any Provider Indemnified Party, the total liability of Providers pursuant to this Section 14(c) shall not exceed, in the aggregate, the total amount actually paid and payable to Providers by Recipients pursuant to Section 8 hereof through the date on which such indemnity is made.

(d) Recipients shall indemnify, defend and hold harmless each Provider Indemnified Party from and against any and all Losses incurred or suffered by such Provider Indemnified Party arising out of or in connection with this Agreement or the ownership or operation of the SpinCo Systems, including (i) any material breach of this Agreement by any Recipient Indemnified Party; (ii) any gross negligence, willful misconduct or material violation of any applicable law by any Recipient Indemnified Party in connection with this Agreement; and (iii) the provision of the Transition Services by any Provider Indemnified Party; *provided, however*, that Recipients shall not be obligated to indemnify any Provider Indemnified Party for any Losses incurred or suffered by such Provider Indemnified Party to the extent resulting from (A) any material breach of this Agreement by any Provider Indemnified Party, or (B) gross negligence, willful misconduct, or material violation of any applicable law by any Provider Indemnified Party in connection with this Agreement.

(e) The provisions set forth in Sections 8.5 – 8.7 of the Separation Agreement¹ shall apply to any indemnification claim pursuant to this Section 14 and are hereby incorporated by reference into and deemed a part of this Agreement, *mutatis mutandis*.

(f) Providers and Recipients acknowledge and agree that (i) the indemnification provisions of this Section 14 and (ii) the provisions of Section 29 shall, in the absence of fraud, be the sole and exclusive remedies of the Provider Indemnified Parties and the Recipient Indemnified Parties, respectively, for any breach of this Agreement and for any failure to perform or comply with any covenants or agreements contained herein. In furtherance of the foregoing, each party hereto hereby waives, on behalf of itself and its Subsidiaries, from and after the date hereof, any and all rights, claims and causes of action it may have against the other parties hereto arising under or based upon any Applicable Law or otherwise for any breach of this Agreement and for any failure to perform or comply with any covenants or agreements contained herein, except pursuant to (i) the indemnification provisions set forth in this Section 14 and (ii) the provisions of Section 29.

Section 15. *Availability of Vendors, Employees and Other Assets.* (a) Providers' obligation to provide any Transition Service shall be subject to the continued availability of Vendors and related Vendor contracts and the continued availability of other applicable assets and plans used in the performance of the Transition Services. Without limiting Providers' obligations hereunder, in providing the Transition Services, Providers shall not be obligated to (i) hire any additional employees or engage any additional Vendors; (ii) maintain the employment of any specific employee; (iii) purchase, lease or license any additional Equipment unless Recipients agree to pay all incremental costs with respect thereto; or (iv) maintain any employee benefit plan or arrangement.

(b) Comcast shall be required to provide the Transition Services only in the SpinCo Footprint served by the SpinCo Systems immediately before the Spin-Off Date, and the Transition Services provided hereunder shall be available solely for purposes of operating the SpinCo Systems in the manner required under this Agreement.

Section 16. *Force Majeure.* Providers shall not be liable to Recipients for failure to perform any obligations hereunder during any period in which such performance is delayed by circumstances beyond their reasonable control, including acts of God, fire, flood, war, terrorism, trade embargo or sanctions, riot, or the act or omission of any Governmental Authority. Providers shall promptly advise Recipients of any such delay in performance and shall use commercially reasonable efforts promptly to remove the cause of delay. If two days after commencement of such delay, Providers are unable to provide a Transition Service pursuant to the preceding sentence, the parties shall cooperate pursuant to this Agreement, to the extent commercially reasonable, to determine the best alternative approach; *provided* that Recipients shall bear any incremental cost of

¹ **Note to Draft:** Indemnification claim procedures, determination of indemnification amounts and related matters.

providing or procuring such alternative that would not have been incurred absent such alternative approach.

Section 17. *Insurance.* Each party shall obtain and maintain employer's liability, worker's compensation, property damage, general liability and such other insurance containing provisions and in the amounts reasonably necessary for the purposes of this Agreement.

Section 18. *Taxes.* All sales, use and other taxes, levies and charges (other than taxes based upon employment, net income or net profits) imposed by applicable taxing authorities or by any regulatory body on the provision of the Transition Services shall be borne by Recipients (including any tax which Recipients are required to withhold or deduct from payments to Providers, in which case the payments to Providers shall be grossed up accordingly). If Providers are required to collect or pay over any such taxes, levies or charges in connection with the provision of such Transition Services, Providers will separately identify such taxes, levies or charges on the invoice and provide such other information with respect thereto as Recipients may reasonably request, and Recipients shall promptly reimburse Providers therefor. The payments set forth in this Agreement for the Transition Services do not include any such taxes, levies or charges.

Section 19. *Transition Managers.* (a) Comcast shall appoint a manager or managers who will have the ability to bind members of the Comcast Group (in their capacity as Providers hereunder) and will have primary responsibility for representing the Comcast Group in connection with transition matters (the "**Comcast Transition Manager**"), including with respect to:

- (i) providing and, notwithstanding Section 20, receiving notices under this Agreement that relate to the actual provision of the Transition Services (provided that any notices relating to a breach or alleged breach of this Agreement must be sent in accordance with Section 20) or otherwise communicating with the SpinCo Transition Manager;
- (ii) suggesting overall direction, goals and coordination of the Transition Services;
- (iii) day-to-day management of the provision and receipt of the Transition Services, including assisting in resolution of technical issues;
- (iv) final approval of any changes or other decisions that will significantly affect provision of the Transition Services;
- (v) responding to any request or instruction made by or on behalf of the SpinCo Group in connection with the performance of the Transition Services; and
- (vi) mutually developing any Joint Migration Plan with SpinCo.

(b) SpinCo shall appoint a manager or managers who will have the ability to bind members of the SpinCo Group (in their capacity as Recipients hereunder) and will have primary responsibility for representing the SpinCo Group in connection with transition matters (the "SpinCo Transition Manager"), including with respect to:

(i) providing and, notwithstanding Section 20, receiving notices under this Agreement that relate to the actual provision of the Transition Services (provided that any notices relating to a breach or alleged breach of this Agreement must be sent in accordance with Section 20) or otherwise communicating with the Comcast Transition Manager;

(ii) suggesting overall direction, goals and coordination of the Transition Services;

(iii) day-to-day management of the provision and receipt of the Transition Services, including assisting in the resolution of technical issues;

(iv) final approval of any changes or other decisions that will significantly affect receipt of the Transition Services;

(v) responding to any request or instruction made by or on behalf of the Comcast Group in connection with the performance of the Transition Services; and

(vii) mutually developing any Joint Migration Plan with Comcast.

(c) The provisions of this Section 19 are intended to facilitate the transition by authorizing the parties to rely on the actions and instructions of the designated Comcast Transition Managers and SpinCo Transition Managers, but are not intended to preclude the involvement of other individuals in connection with transition matters or other matters under this Agreement.

Section 20. *Notices.* Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be delivered (i) personally, (ii) by registered or certified mail, return receipt requested, postage prepaid, (iii) by overnight courier with written confirmation of delivery, (iv) by facsimile transmission with telephonic confirmation of error-free transmission, or (v) by electronic mail. Such notice shall be delivered,

If to Comcast to:

Comcast Corporation
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103
Attn: Arthur A. Block
Facsimile: (215) 981-7794
E-mail: art_block@comcast.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: David L. Caplan
William J. Chudd
Facsimile: (212) 701-5800
E-mail: david.caplan@davispolk.com
william.chudd@davispolk.com

If to SpinCo to:

Midwest Cable, Inc.
[Address]
[Address]
Attn: Leonard Baxt
Facsimile: [facsimile number]
Email: leonard_baxt@comcast.com

with a copy to:

Cooley LLP
1299 Pennsylvania Avenue, NW
Suite 700
Attn: J. Kevin Mills
Facsimile: (202) 842-7899
Email: kmills@cooley.com

or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other party. Any notice shall be deemed given when so delivered personally or if sent by facsimile transmission, immediately after transmission confirmed by telephone, if mailed, on the date shown on the receipt therefor, or if sent by overnight courier, on the date shown on the written confirmation, *provided, however*, that all such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt, and if not delivered by such time any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

Section 21. *Amendments; No Waivers.* (a) Any provision of this Agreement may be amended or waived if, but only if, (i) such amendment or waiver is in writing and is signed, in the case of an amendment, by each party hereto or, in the case of a waiver, by the party against whom the waiver is to be effective, and (ii) prior to the Spin-Off Time, Charter Communications, Inc. has consented in writing to such amendment or waiver. In addition, prior to the Spin-Off Time, Comcast and SpinCo shall not establish a Joint

Migration Plan with respect to any Transition Service without the written consent of Charter Communications, Inc.

(b) No failure or delay by either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 22. *Binding Effect.* The provisions of this Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party, except that (i) a party may assign its rights and obligations under this Agreement to any of its Group Members and (ii) Providers may engage Subcontractors as provided in Section 7(a), in each case without obtaining the other party's consent; *provided, further*, that no such assignment to a Group Member by any party or engagement of a Subcontractor by Providers shall relieve the assignor of its obligations hereunder. No assignment of this Agreement by any party or engagement of a Subcontractor by Providers shall in any way operate to enlarge, alter or change any rights or obligations of Recipients or Providers hereunder. If any party hereto or any of its successors or permitted assigns (x) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (y) shall transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successors and assigns of such Party shall assume all of the obligations of such Party under this Agreement.

Section 23. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 24. *Jurisdiction.* The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any party hereto or any of its Affiliates or against any party hereto or any of its Affiliates) shall be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereto hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party hereto anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party hereto agrees that service of process on such party as provided pursuant to Section 20 shall be deemed effective service of process on such party.

Section 25. *Waiver of Jury Trial.* EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 26. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will become effective when each party will have received a counterpart hereof signed by the other party; *provided* that this Agreement shall have no effect until the Spin-Off Date, except for the obligations of the parties pursuant to Section 3(a) to mutually develop a Joint Migration Plan promptly following the date of this Agreement. Until and unless each party has received a counterpart hereof signed by the other party, this Agreement will have no effect and neither party will have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Electronic or facsimile signatures shall be deemed to be original signatures.

Section 27. *Entire Agreement; Third Party Beneficiaries.* This Agreement, together with the applicable provisions of the Separation Agreement and the other Transaction Agreements and the Schedules hereto and thereto and the Statements of Work constitute the entire agreement between the parties with respect to their subject matter and supersede all prior agreements and understandings, both oral and written, between the parties with respect to that subject matter. Except for the indemnification provisions of Section 14 and the rights of Charter Communications, Inc. under Section 21, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and permitted assigns.

Section 28. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 29. *Specific Performance.* Each party hereto acknowledges and agrees that damages for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and irreparable harm would occur. In recognition of this fact, each party hereto agrees that, if there is a breach or threatened breach by such party, in addition to any damages, the other non-breaching party, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, attachment, or any other equitable remedy which may then be available to obligate the breaching party (i) to perform its

obligations under this Agreement or (ii) if the breaching party is unable, for whatever reason, to perform those obligations, to take any other actions as are necessary, advisable or appropriate to give the other party to this Agreement the economic effect which comes as close as possible to the performance of those obligations (including, but not limited to, transferring, or granting liens on, the assets of the breaching party to secure the performance by the breaching party of those obligations).

Section 30. *Performance.* Each party hereto shall cause to be performed all actions, agreements and obligations set forth herein to be performed by any of its Group Members.

Section 31. *Interpretation.* In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of its authorship of any of the provisions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MIDWEST CABLE, INC.

By: _____
Name:
Title:

COMCAST CORPORATION

By: _____
Name:
Title:

[Signature Page to Transition Services Agreement]

Schedule A
Transition Services

Schedule B

Designated Senior Officers

For Comcast:

Neil Smit or his senior most operations executive

For SpinCo:

Michael Willner or his senior most operations executive