

**FIRST AMENDMENT**  
**to**  
**Comcast Enterprise Services Master Services Agreement No. FL-166437-dmcke**

**This First Amendment** (“Amendment”) is concurrently entered into on June 3, 2019 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. FL-166437-dmcke (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Venice and Subsidiaries (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

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

**Now, therefore**, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 6.2 of the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Customer’s Indemnification Obligations. To the extent not prohibited by law, Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer’s and its users’ use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service, (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer’s combining or connection of Customer-Provided Equipment to use the Service and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.”

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

**City of Venice and Subsidiaries**

**Comcast Cable Communications Management, LLC**

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