REGULATIONS AND RATES APPLICABLE TO THE FURNISHING OF

# LOCAL EXCHANGE SERVICES

PROVIDED BY

# COMCAST PHONE OF SOUTH CAROLINA, LLC

WITHIN THE STATE OF SOUTH CAROLINA

CUSTOMER SERVICE
1-800-266-2278

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# 1. APPLICATION OF TARIFF

## 1.1. GENERAL

This Tariff applies to the furnishing of Comcast Local Service, defined herein, by Comcast Phone of South Carolina, LLC (hereinafter referred to as the "Company"). Services, features, and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as may be prescribed by the South Carolina Public Service Commission.

## 1.2. TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are as follows:

(C) To signify changed listing, rule, or condition which may affect rates or charges.

(D) To signify discontinued material, including listing, rate, rule or condition.

( I ) To signify a rate increase.

(M) To signify material relocated from or to another part of Tariff schedules with no change in text, rate, rule or condition.

(N) To signify new material including listing, rate, rule or condition.

(R) To signify a rate reduction.

(T) To signify change in wording of text but no change in rate, rule or condition.

## 1. APPLICATION OF TARIFF

### 1.3. DEFINITIONS

Access Line

An arrangement which connects the customer's location to the Company's designated point of presence or network switching center.

Account

The customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access line billed to the same customer address.

Authorized User

A person, firm or corporation, or any other entity authorized by the customer to communicate utilizing the Company's services.

"Commission" or "P.S.C."

The South Carolina Public Service Commission.

Company

Whenever used in this Tariff, "Company", or "Comcast" refers to Comcast Phone of South Carolina, LLC, unless otherwise specified.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate the Company.

## 1. APPLICATION OF TARIFF

### 1.3. DEFINITIONS (CONT'D)

Customer Premises

The customer premises is all space in the same building occupied by a customer and all space occupied by the same customer in different buildings on contiguous property.

Facilities

Supplemental equipment, apparatus, wiring, cables and other materials and mechanisms necessary to or furnished in connection with communications service.

Service Area

The area in which the Company has the capability to provide local telephone service.

User

A customer, or any other person authorized by a customer, to use service provided under this Tariff.

# 2. GENERAL REGULATIONS

## 2.1. UNDERTAKING OF THE COMPANY

### 2.1.1. GENERAL

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

Services, features and functions will be provided where facilities, including but not limited to billing capability and technical capability, are available without unreasonable expense to the Company, as determined in the Company's sole discretion.

### 2.1.2. TERMS AND CONDITIONS

Customers may be required to enter into written service orders that may contain or reference a specific description of the service ordered, the rates to be charged, and the terms and conditions in this Tariff. The customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Exchange Service.

Service will be provided on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the customer of the obligation to pay any charges incurred under the service orders, if any, and this Tariff prior to termination. The customer's rights and obligations incurred under this Tariff, which by their nature extend beyond termination of service, shall survive such termination.

## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

### 2.1.3. PROVISION OF EQUIPMENT AND FACILITIES

A. The Company shall use reasonable efforts to make services available to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.

B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the customer. The customer may not, nor may the customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially alter the parameters of the service provided to the customer.

D. Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs, or has installed on its behalf.

E. The customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.

F. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. The customer is responsible for ensuring that customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.

## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

### 2.1.3. PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)

G. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment.

H. The Company is not obligated to provide service to a business under any name if an outstanding bill exists at the address and the person responsible for that bill remains a principal in the business.

### 2.1.4. RELEASE OF INFORMATION TO CARRIERS

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

### 2.1.5. CUSTOMER EQUIPMENT

A customer may transmit or receive information or signals via the facilities of the Company by use of customer-provided equipment.

A. Station Equipment

Customer-provided terminal equipment on the customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the customer. Additionally, the Company-provided equipment shall be maintained by the customer, and the electric power consumed by such equipment, shall be at the expense of the customer.

The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the customer's expense.

B. Inspections

Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements specified in this Tariff.

If the customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately, and without notice, deny service when the customer (a) subjects Company or non-Company personnel to hazardous conditions, (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud, or (c) acts in a way that may cause immediate harm to the local network or other Company services.

## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

### 2.1.6. ABUSE AND FRAUDULENT USE

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

A. Abuse

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.

2. Using the service in such a way that it interferes unreasonably with the use of the service by others.

3. Establishing a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

### 2.1.6. ABUSE AND FRAUDULENT USE (CONT'D)

B. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish local service.

2. Using the service with the intent of gaining access to another customer's outbound calling capabilities on an unauthorized basis.

3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.

4. Refusing to provide, or providing false information to the Company regarding the customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.

5. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this Tariff.

## 2. GENERAL REGULATIONS

### 2.2. LIABILITY OF THE COMPANY

#### 2.2.1. SERVICE LIABILITY

A. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a customer or by any others, for direct or consequential damages associated with the installation, provision, billing and collection, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. The liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for Interruptions.

B. The Company is not liable for any act or omission of any other communications carrier or other service provider that furnishes a portion of a service.

C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.

D The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:

1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;

2. Claims for patent infringement arising from the customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or

3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.

E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The customer shall indemnify, defend, and hold harmless the Company from any and all claims by any person relating to the services so provided.

## 2. GENERAL REGULATIONS

### 2.2. LIABILITY OF THE COMPANY (CONT'D)

### 2.2.1. SERVICE LIABILITY (CONT'D)

F. No license under patent or copyright (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer and authorized user against claims of patent infringement arising solely from the use by the customer or authorized user of services offered under this Tariff and will indemnify such customer or authorized user for any damages awarded based solely on such claims.

G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

H. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

### 2.2.2. TEMPORARY SUSPENSION FOR REPAIRS

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will provide the affected customers with reasonable notice thereof, as circumstances permit. If practicable, the Company will perform the work at times that will cause the customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications of the customer's service.

## 2. GENERAL REGULATIONS

### 2.2. LIABILITY OF THE COMPANY (CONT'D)

#### 2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS

Except as may otherwise be specified in this Tariff, interruptions of 24 hours or more, which are reported to or detected by the Company, and that are not due to the negligence or willful act of the customer, are credited to the customer at the proportionate monthly charge (1/30th of the service's monthly recurring charge) involved for each 24 hours or fraction thereof of interruption. This credit is subject to the customer notifying the Company of the service interruption.

No interruption allowance shall be made for failures in facilities provided by any other person or entity except as may otherwise be provided in other sections of this Tariff.

No interruption allowance shall apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of this Tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power.

## 2. GENERAL REGULATIONS

### 2.2. LIABILITY OF THE COMPANY (CONT'D)

### 2.2.4. LIMITATION OF LIABILITY

A. Unauthorized Computer Intrusion

With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

C. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

## 2. GENERAL REGULATIONS

### 2.3. OBLIGATIONS OF THE CUSTOMER

#### 2.3.1. RESPONSIBILITY OF THE CUSTOMER

The customer shall be responsible for:

A. The payment of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities.

B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer, or the noncompliance by the customer with these regulations, or by fire or theft or other casualty on the customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C. Obtaining, maintaining, and otherwise having full responsibility for all easements necessary for installation of any associated equipment or facilities used to provide Local services to the customer from the property line to the location of the equipment installed on the customer's premises. Any costs associated with obtaining and maintaining the easements described herein including the costs of altering the structure to permit installation of the Company-provided equipment or facilities shall be borne entirely by, or may be charged by the Company to the customer;

D. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Company reserves the right to refuse to install its equipment in a hazardous area. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

## 2. GENERAL REGULATIONS

### 2.3. OBLIGATIONS OF THE CUSTOMER (CONT'D)

#### 2.3.1. RESPONSIBILITY OF THE CUSTOMER (CONT'D)

E. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any customer premises or the easements for which the customer is responsible under this section; and granting or obtaining permission for Company agents or employees to enter the premises of the customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

F. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

#### 2.3.2. CLAIMS

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for:

A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENTS AND CHARGES

#### 2.4.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

A customer whose service has been discontinued for non-payment of bills for any telecommunications service will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

If service is established and it is subsequently determined that the customer or applicant is indebted to the Company for service previously furnished, the Company may suspend or terminate the current service until satisfactory arrangements have been made for the payment of the prior indebtedness.

#### 2.4.2. BILLING AND COLLECTION

The customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the customer.

The Company will establish a monthly billing date for each customer account and shall bill all charges incurred by and credits due to the customer under this Tariff. Recurring charges are billed monthly, in advance of the month(s) in which service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due upon receipt and payment must be received no later than the payment due date shown on the bill.

When the customer's service does not begin on the first day of the billing cycle or end the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENTS AND CHARGES (CONT'D)

#### 2.4.3. BILLING DISPUTES

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the customer by the payment due date.

#### 2.4.4. ADVANCE PAYMENTS

The Company may require a customer to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application.

#### 2.4.5. DEPOSITS

The Company may require a deposit of a customer who cannot establish a credit standing satisfactory to the Company. The deposit will not exceed the actual or estimated rates and charges for the service for a two-month period. A deposit may be held during the life of the service.

The fact that a deposit may have been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENTS AND CHARGES (CONT'D)

#### 2.4.6. RETURNED CHECK CHARGE

The customer will be assessed a charge on each check, draft, or electronic funds transfer, in addition to any late payment charges, submitted by the customer to the Company which a financial institution refuses to honor. This charge will not exceed the rate determined by SC Code Ann. §34-11-70.

#### 2.4.7. LATE PAYMENT CHARGE

Where payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a Late Payment Charge in the amount of 1.5% of the unpaid balance.

Late Payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the customer's bill.

## 2. GENERAL REGULATIONS

### 2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE

#### 2.5.1. CANCELLATION OF SERVICE

The customer may cancel service at any time upon written or oral notice to the Company. Upon such termination the customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

#### 2.5.2. DISCONTINUANCE OF SERVICE

A. The Company may, without incurring any liability, suspend or discontinue service under the following conditions.

1. For non-payment of any sum due until all charges due have been paid.

   a. Suspension of service shall not be made until at least five days have elapsed following written notification to the customer of the Company's intention to suspend service for non-payment.

   b. Termination of service shall not be made until at least ten days have elapsed following written notification to the customer of the Company's intention to terminate service for non-payment. Where termination follows suspension at least five days must elapse following the date of suspension before service is terminated unless the customer consents to earlier termination.

2. For failure to make a deposit as security for payment of future bills, the failure to provide a guarantee or establish credit, or the failure to comply with the material terms of a payment agreement.

3. For use of telephone service for any property or purpose other than that described in the application.

4. In the event of abandonment of the service or any other violation by the customer of the rules, regulations or conditions under which service is furnished.

5. If the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, assets, or services.

6. Any use of service by a customer in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other customers or that is used for any purpose other than as a means of communication.

## 2. GENERAL REGULATIONS

### 2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)

### 2.5.2. DISCONTINUANCE OF SERVICE (CONT'D)

A. (Cont'd)

7. For violation of any Tariff provision so as to threaten the safety of any person or the integrity of the service delivery system of the Company.

8. In the event of unauthorized or fraudulent use or material misrepresentation of identity to obtain telephone service.

B. The Company may discontinue, suspend or refuse service without notice under the following conditions:

1. The customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service.

2. The customer states that it will not comply with a request of the Company for security for the payment for service or advance payments, as specified in this Tariff.

3. The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service.

4. Use of the service by the customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company.

5. The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

   a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or

   b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

   c. Use of any other fraudulent means or devices.

## 2. GENERAL REGULATIONS

### 2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)

### 2.5.2. DISCONTINUANCE OF SERVICE (CONT'D)

B. (Cont'd)

6. The Company shall have the right to refuse or discontinue service without advance notice if the acts of the customer are such as to indicate intention to defraud the Company, including fraudulently placing and receiving calls and/or providing false credit information. In an attempt to limit the Company's exposure to risk from fraudulent acts, the Company will undertake the following:

a. The customer's usage patterns will be evaluated on the basis of documented usage from accounts with fraudulent activity. Examples of usage criteria used in the assessment of probable fraudulent activity include:

- call duration
- call destination
- volume (frequency)
- method used to place or receive calls

b. A letter will be sent to the customer on the date their service is discontinued explaining the reasons for such action and how to contact the Company for additional information.

c. In lieu of disconnection, the Company at its sole discretion may temporarily limit a customer's ability to place toll calls, place calls to directory assistance (including directory assistance call completion), or to receive collect calls.

## 2. GENERAL REGULATIONS

### 2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)

#### 2.5.3. CHANGES IN SERVICE

If the customer makes or requests material changes in service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the customer's installation fee shall be adjusted accordingly.

#### 2.5.4. RESTORATION OF SERVICE

When a customer's service has been disconnected in accordance with the Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If any customer's service is restored after having been suspended in accordance with the Tariff but a Company service order to terminate such service has not been completed when such service is restored, the customer may be required to pay a restoral of service charge.

If a service has been suspended or discontinued for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoral fee. If the customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon bank clearance of the check.

| | NONRECURRING CHARGE | |
|---|---|---|
| | MAXIMUM | CURRENT |
| • Restoration of Service, per line | $40.00 | $20.00 |

#### 2.5.5. ASSIGNMENT OR TRANSFER OF SERVICE

The customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties (a) to any subsidiary, parent Company, or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

## 2. GENERAL REGULATIONS

### 2.6. PROVISION FOR CERTAIN LOCAL TAXES AND FEES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill. All such charges or taxes will appear as separate line items on the customer's bill.

### 2.7. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

## 2. GENERAL REGULATIONS

### 2.8. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the customer. Special construction is construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

## 2. GENERAL REGULATIONS

### 2.9. EMERGENCY SERVICES - 911

#### 2.9.1. GENERAL

Emergency 911 service allows customers to reach appropriate emergency services including police, fire and rescue. Where available, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provided to the E911 provider for display at the Public Service Answering Point (PSAP).

#### 2.9.2. REGULATIONS

A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on the existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal an county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

## 2. GENERAL REGULATIONS

### 2.9. EMERGENCY SERVICES – 911 (CONT'D)

### 2.9.2. REGULATIONS (CONT'D)

E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company from any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911. Service feature and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but no limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or to the wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

F. This service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the customer or others, caused or claimed to have been caused by mistakes, omissions, interruptions, delay, error, or other defects in the provision of this service, or installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

# 3. SERVICE AREAS

## 3.1. EXCHANGE SERVICE

The Company offers Local Exchange Service within the State of South Carolina and concurs in the exchange maps as filed by the incumbent local exchange company. Service will be offered subject to the availability of suitable facilities within the state.

# 4. NETWORK SERVICES

## 4.1. SCHOOLS AND LIBRARIES NETWORK SERVICE

### 4.1.1. NETWORK SERVICE FOR E-RATE ELIGIBLE INSTITUTIONS

A. General

1. Schools and Libraries Network Service is a high-speed data service that uses point to point T1 circuits for the interconnection of Local Area networks (LANs) across the customer's physical locations. The service delivers connections between customer locations at a T1 (1.5 Mbps) level. In some locations, a channelized T1 service option (described in 4.1.3, following) may be available.

2. Service availability is subject to the availability of Type I (on-net) facilities, as defined below. The Company shall not be required to provide Type II (off-net) facility arrangements, as defined below; provided, however, that in the event the Company chooses to provide Type II arrangements, additional charges shall apply.

   a. Type I Facilities – Type I facilities are provided where both endpoints of a connection are served by the Company's network (or the network of its affiliates).

   b. Type II Facilities – Type II facilities are provided where at least one endpoint of a connection is served by the Company's network and the other end-point is served by an entity other than the Company. Such facilities are provided via a combination of the Company's facilities and those of the interconnecting entity. The Company may apply a service charge or mark-up to the rates charged to the Company by the interconnected entity.

3. Schools and Libraries Network Service is exclusively available to primary and secondary educational institutions, corresponding municipal libraries and other "e-rate eligible" institutions. Visit: http://www.sl.universalservice.org/ for e-rate eligibility criteria.

4. Schools and Libraries Network Service is not available for resale.

5. The terms and conditions set forth in this Section 4 are in addition to the terms and conditions found in the General Regulations section of this Tariff.

## 4. NETWORK SERVICES

### 4.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

### 4.1.2. POINT-TO-POINT SERVICE

A. Service Description

1. Point-to-Point Schools and Libraries Network Service permits the customer to connect their physically distributed locations as if they were on the same Local Area Network (LAN). This service is provided between designated customer locations within a metropolitan area.

B. Rate and Charge Description

1. Nonrecurring Charges

a. Facilities and equipment of a type and/or quantity necessary to provide Schools and Libraries Network service are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for service. Charges will be offered to the customer in writing and on a nondiscriminatory basis.

b. Repair and maintenance of service shall be provided on a time and materials basis.

2. Recurring Rates

a. Schools and Libraries Network Service is offered for the contractual periods and at the rates specified below. Requests for different service configurations, alternative speeds, or for a term not specified in this tariff will be considered on a Special Assembly basis.

b. A termination liability applies to accounts terminated prior to the fulfillment of the initial contract period. The termination liability shall be equal to the monthly rates applicable for the remaining months of the initial period plus outstanding nonrecurring charges (if any).

C. Rates and Charges

| | MONTHLY RATE | |
|---|---|---|
| | MAXIMUM | CURRENT |
| • Point to Point Service | | |
| - 1.5 Mbps Point to Point circuit between two locations, initial 36 month period | $975.00 | $650.00 |

## 4. NETWORK SERVICES

### 4.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

### 4.1.3. CHANNELIZED EXCHANGE SERVICE

A. Service Description

1. Subject to facility and system availability, Channelized Exchange Service delivers the functional equivalent of 24 voice grade facilities (via a channelized T1 facility) providing local and long distance dialing capability through the Public Switched Telephone Network (PSTN). Subscription is limited to e-rate qualifying institutions as defined in 4.1.1, preceding.

B. Rate and Charge Description

1. Nonrecurring Charges

a. Facilities and equipment of a type and/or quantity necessary to provide Channelized Exchange Service are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for service. Charges will be offered to the customer in writing and on a nondiscriminatory basis.

b. Repair and maintenance of service shall be provided on a time and materials basis.

2. Recurring Rates

a. Channelized Exchange Service is offered for the contractual periods and at the rates specified below. Requests for different service configurations or for a term not specified in this tariff will be considered on a Special Assembly basis.

b. A termination liability applies to accounts terminated prior to the fulfillment of the initial contract period. The termination liability shall be equal to the monthly rates applicable for the remaining months of the initial period plus outstanding nonrecurring charges (if any).

c. Usage rates and monthly recurring charges for services subscribed to in connection with Channelized Exchange Service are in addition to the basic monthly rate.

## 4. NETWORK SERVICES

### 4.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

### 4.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)

C. Feature Description

The following features are available in connection with Channelized Exchange Service:

- Caller ID Blocking – This feature blocks the display of the customer's name and telephone number to Caller ID display devices on all calls made from the subscribed line. This feature may be de-activated at any time by the customer on a call-by-call basis through the activation of a special code. This feature is provided at no monthly charge to the customer. Per Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

- Caller ID Name and Number – Caller ID allows the customer to identify the telephone name and number from which a call is being made. The name and telephone number of the person initiating the call is displayed on a customer-provided display device.

- Prohibit Billed to Third Number Calls – Allows a customer to prevent all Billed to Third Number calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

- Prohibit Collect Calls – Allows a customer to prevent all Collect calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

- Toll Blocking – Exchange lines are restricted from direct-dialing billable toll calls. Local directory assistance calls are allowed. Calls placed in violation of the toll restriction are routed to an announcement. This feature does not prevent customers from placing long distance calls utilizing an Operator Services provider that can be reached through the use of a local call.

- 900/976 Blocking – This feature is provided by the Company as the default service option to restrict direct-dialed calls from the customer's access line to all 900 and/or 976 service numbers.

## 4. NETWORK SERVICES

### 4.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

### 4.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)

D. Directory Listings

The following Directory Listing options are offered in connection with Channelized Exchange Service.

1. General

a. The listings of customers are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by customers or prospective customers, the Company will not be a party to controversies between customers as a result of the publication of such listings in the directories.

b. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the customer is not impaired.

c. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the customer.

2. Primary Listing

a. The Company will arrange for the customer's main billing number to be placed in the directory of the dominant local exchange carrier at no cost to the customer.

3. Additional Listings

a. The customer may request numbers in addition to the main billing number be published in the directory, or may request name variations for the main billing number. In such cases, an additional listing charge will apply per listing.

## 4. NETWORK SERVICES

### 4.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

### 4.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)

D. Directory Listings (Cont'd)

4. Non-Published Service

a. Non-Published telephone numbers are not listed in the directories or directory assistance records available to the general public.

b. Non-published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or to telephone customers who are billed for calls placed to or from non-published numbers and to entities which collect for the billed services.

c. The Company's liability, if any, for its gross negligence or willful misconduct, in the provision of Non-Published Service is not limited by this Tariff. In the absence of gross negligence or willfull misconduct with respect to any claim or suit brought by (or other legal remedies available to) the customer for damages associated with publishing the non-published telephone number in a directory or disclosing said number to any person, the Company's liability, if any, shall not exceed the monthly charges which the customer may have made for that non-published number for the affected period.

d. Except as provided above, the customer shall hold the Company harmless for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication/non-publication of the non-published number or the disclosing/non-disclosing of said number to any person.

5. Non-Listed Service

a. Non-Listed telephone numbers are not listed in the directories but are included in directory assistance records available to the general public.

## 4. NETWORK SERVICES

### 4.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

### 4.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)

D. Directory Listings (Cont'd)

5. Non-Listed Service (Cont'd)

b. The Company's liability, if any, for its gross negligence or willful misconduct or the right of the customer to seek any legal remedy available for the same is not limited by this Tariff. In the absence of gross negligence or willfull misconduct with respect to any claim or suit brought by (or other legal remedies available to) the customer for damages associated with publishing the non-listed telephone number in a directory, the Company's liability, if any, shall not exceed the monthly charges which the customer may have made for that non-listed number for the affected period.

c. Except as provided above, the customr shall hold the Company harmless for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the non-listed number.

E. Directory Assistance and Call Completion

1. Directory Assistance Service is furnished upon customer request for assistance in obtaining directory listing information. The Customer will be charged for all requests including requests for listings that are not available or not found. This service may be provided either by an operator or a mechanized response system.

2. Directory Assistance charges apply on a per-call basis, with a maximum of three (3) requested telephone numbers allowed per call. Calls to Directory Assistance service will be billed directly to the customer's account. Alternate billing options and operator services are not available.

3. Where available, Directory Assistance Call Completion allows a customer calling Directory Assistance the option of having the call completed to the requested number. When a caller requests more than one number from Directory Assistance, Call Completion service is offered only for the last number requested.

4. Calls completed through Directory Assistance Call Completion service will be billed directly to the customer's account. Alternate billing options and operator services are not available. Calls completed to non-local numbers will incur applicable usage charges.

## 4. NETWORK SERVICES

### 4.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

### 4.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)

F. Operator Services

1. Operator Services rates apply to customers who engage the operator's assistance in the completion and/or billing of a local or long distance call. Calls may be completed or billed with live or mechanical assistance.

2. Operator Services are provided by a third party under contract with the Company. Rates and regulations governing this service are subject to change if changes are instituted by the service provider and accepted by the Commission.

3. A per-call service charge and a per-minute usage rate apply to each operator assisted call.

G. Rates and Charges

| | MONTHLY RATE | |
|---|---|---|
| | MAXIMUM | CURRENT |
| 1. Channelized Exchange Service | | |
| • 24 voice equivalent channels, initial 36 month period [1] | $1,080.00 | $720.00 |
| 2. Features | | |
| • Caller ID Blocking | - | Included |
| • Caller ID Name and Number | - | Included |
| • Prohibit Billed to Third Number Calls | - | Included |
| • Prohibit Collect Calls | - | Included |
| • Toll Blocking | - | Included |
| • 900/976 Blocking | - | Included |
| 3. Directory Listings | | |
| • Primary Listing | - | Included |
| • Additional Listing, per listing | 5.00 | 2.65 |
| • Non-Published Service | 9.45 | 6.30 |
| • Non-Listed Service | 6.00 | 4.00 |

[1] Channelized Exchange Service includes a statewide local calling area.

## 4. NETWORK SERVICES

### 4.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

### 4.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)

G. Rates and Charges (Cont'd)

| | NONRECURRING CHARGE | |
|---|---|---|
| | MAXIMUM | CURRENT |
| 4. Directory Assistance | | |
| • Local and Intrastate Directory Assistance with Call Completion [1] | $1.50 | $0.99 |
| 5. Operator Services | | |
| • Local and Intrastate Operator Service [2] | | |
| - Station to Station | 4.50 | 2.99 |
| - Person to Person | 4.50 | 2.99 |
| 6. Service Charges | | |
| • Change of Billing, per occurrence | 15.00 | 10.00 |
| • Number Change, per occurrence | 15.00 | 10.00 |
| • Directory Listing Change, per occurrence | 15.00 | 10.00 |
| • Feature Change, per occurrence | 15.00 | 10.00 |

| | USAGE RATE |
|---|---|
| 7. Operator Services Usage | |
| • Per minute | $0.12 |

[1] Service may not be available in all locations.
[2] Usage charge applies for operator handled calls.

# 5. LOCAL INTERCONNECTION SERVICE

## 5.1. LOCAL INTERCONNECTION SERVICE

### 5.1.1. GENERAL

A. Subject to the terms set forth in Section 5.1.4, following, this Tariff provides an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered.

B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.

C. Upon receipt of a bona fide request for LIS from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.

D. LIS is available to Customers for resale to retail Subscribers.

E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol ("VoIP") service. In addition, it is the Customer's sole responsibility to comply with all applicable laws and regulatory requirements.

F. LIS does not support "nomadic" VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.

G. The terms and conditions set forth in this Section 5.1 are in addition to the terms and conditions found in the General Regulations section of this Tariff.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.2. DEFINITIONS

A. "Company" means an affiliate of Comcast that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS.

B. "Customer" means the provider of retail interconnected VoIP service, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.

C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

### 5.1.3. DESCRIPTION OF SERVICE

A. LIS provides a connection between a Customer's facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, the Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.

B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol.

C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.

D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to the Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.4. USE OF SERVICE

A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 5.1.8 and 5.1.9 of this Tariff.

1. The Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

   a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.

   b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.4. USE OF SERVICE (CONT'D)

A.1. (Cont'd)

c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

d. Based on the Company Obligations, LIS service is limited to Subscribers physically located in areas served by the Company within the states/locations identified in Section 5.1.11. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the Customer and will be established, if at all, only on an "individual case basis."

e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.5. TERM AND TERMINATION

A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.

B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.

C. Discontinuance of Service for Cause

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause (Cont'd)

5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

7. Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.

8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

### 5.1.6. SUBSCRIBER ORDERS AND USAGE FORECASTS

A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market ("subscriber order").

B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.

C. The Customer may use other common carriers in addition to or in lieu of the Company.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.7. LOCAL NUMBER PORTABILITY

A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).

B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

### 5.1.8. EMERGENCY 911 SERVICE

A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.

B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.8. EMERGENCY 911 SERVICE (CONT'D)

C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.

D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.

E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 5.1.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.

F. LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 5.1.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.9. LIMITATION OF LIABILITY

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.

B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 5.1.9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

D. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen.

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.9. LIMITATION OF LIABILITY (CONT'D)

D. (Cont'd)

3. Any unlawful or unauthorized use of the Company's facilities and services;

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

5. Breach in the privacy or security of communications transmitted over the Company's facilities;

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section;

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9. Any non-completion of calls due to network busy conditions;

10. Any calls not actually attempted to be completed during any period that service is unavailable.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.9. LIMITATION OF LIABILITY (CONT'D)

E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Tariff, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.9. LIMITATION OF LIABILITY (CONT'D)

I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer-provided facilities or services.

J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

### 5.1.10 DIRECTORY LISTINGS

A. The Company will assist the Customer in the provision of Primary, Non-Published and Non-Listed Directory Services (as those services are defined in Section 4.1.3.D, preceding).

B. The Company's liability, if any, for its gross negligence or willful misconduct in the provision of Directory Services is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by (or other legal remedies available to) the Customer for damages associated with Directory Services, the Company's liability, if any, shall not exceed the monthly charges, if any, for the impacted Directory Services for the affected period.

C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

### 5.1.11. SERVICE TERRITORIES

Service is offered subject to the availability of suitable facilities within the state. LIS provides unlimited statewide local exchange calling.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.12. DESCRIPTION OF RATES AND CHARGES

A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.

B. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.

C. Rates for Interstate and International services associated with LIS are included in the Company's Service Guides posted on the Company's website at www.comcast.com/tariffs.

D. The customer will be assessed a charge for the addition of service(s) to existing equipment and/or service(s) at one location, or for the rearrangement or reclassification of existing service at the same location.

## 5. LOCAL INTERCONNECTION SERVICE

### 5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

### 5.1.13. RATES AND CHARGES

| | NONRECURRING CHARGE |
|---|---|
| A. Local Interconnection Service | ICB |

| | MONTHLY RATE MAXIMUM | MONTHLY RATE CURRENT |
|---|---|---|
| B. Local Interconnection Port | | |
| · Per-T-1 | $1,800.00 | $1,200.00 |
| · All Other Bandwidths | ICB | ICB |
| C. Local Interconnection Service | [1] | [1] |

[1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations. See 5.1.12.A preceding for additional information.