

COMCAST DIGITAL PHONE
State-to-State and International Business Services Agreement
(as amended and effective November 1, 2005)

NOTE: Effective November 1, 2005, Comcast has revised this agreement for State-to-State and International Business Services. We encourage you to read the entire agreement and to check our web site at www.comcast.com/tariffs (or at an alternative site if we so notify you) periodically for any changes or updates. **Please note that this revised agreement contains a binding arbitration provision in Section 5 that affects your rights under the agreement.**

Your use of the Comcast Digital Phone services under this Agreement constitutes your acceptance of the terms of this Agreement. In this agreement (the "Agreement"), the terms "You" and "Your" mean you, the customer, your parent company, successors, affiliates, subsidiaries and assigns, and its and their respective officers, directors, employees, agents, and shareholders who use the Services. Comcast Digital Phone means Comcast Phone, LLC (doing business as Comcast Digital Phone) and any affiliates authorized to provide the Services. **IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT USE THE SERVICES AND IMMEDIATELY CONTACT THE COMCAST DIGITAL PHONE CUSTOMER CARE CENTER OR SALES REPRESENTATIVE AT THE NUMBER ON YOUR BILL.**

1. COMCAST DIGITAL PHONE SERVICES.

a. Services Covered. "Service" or "Services" means Comcast Digital Phone business interstate and international long distance services ("Services") that You are currently enrolled in, use, or pay for that Comcast Digital Phone provides to You pursuant to the terms and conditions contained in the Comcast Digital Phone Service Guides. This Agreement does not apply to other Comcast Digital Phone services that you purchase under a separate contract or Tariff. This Agreement does not cover local services, in-state long distance services, Internet services, or video services. The Services covered in this Agreement are subject to billing availability and may not be available at all locations.

b. Additional Terms. "Comcast Digital Phone Service Guides" contain the specific prices and charges, service descriptions and other terms and conditions not set forth in this Agreement that apply to each of Your Services and are incorporated into this Agreement by reference and are considered part of this Agreement. You can review the Comcast Digital Phone Service Guides on our web site at www.comcast.com/tariffs (or at an alternative site if we so notify you) or request a copy by calling us at the number referenced on your bill.

2. CHANGES.

a. Changes To Agreement. Comcast Digital Phone may from time to time change the prices and other terms of this agreement. Changes will be posted at the Comcast Digital Phone internet site specified above before the billing period in which the changes become

effective. You may also request a copy of the revised Agreement by calling Comcast Digital Phone at the customer service number referenced on your bill. Increases to the prices are effective no sooner than fifteen (15) days after they are posted on the Comcast Digital Phone web site. Comcast Digital Phone may decrease prices without providing direct notices or advance web site postings.

Increases to charges that recover Comcast Digital Phone costs associated with government programs are effective no sooner than three days after we post the increases on the web site (excluding taxes and surcharges). Comcast Digital Phone will provide further notices of increases to the prices and charges as follows: For the Services covering direct-dialed calls under the state-to-state basic schedule and the state-to-state and international calling plans, Comcast Digital Phone will notify You of these increases by bill message or other notice; and post them at www.comcast.com/tariffs (or at an alternative site if we so notify you). For the following types of calls, Comcast Digital Phone will provide You the prices and charges if You request this information at the time You make a call: Comcast Digital Phone collect calls; Comcast Digital Phone person-to-person calls; calls made with a commercial credit card or local phone company calling card; calls billed to a third party; and other types of operator-assisted calls.

b. Changes to Comcast Digital Phone Service Guides. Comcast Digital Phone may change the Comcast Digital Phone Service Guides from time to time. Revised Service Guides will be posted at www.comcast.com/tariffs (or at an alternative site if we so notify you). You may also request a copy of the Comcast Digital Phone revised Service Guides by calling us at the number on your bill. The changes (including price increases) will become effective no sooner than fifteen (15) days after they are posted on the Comcast Digital Phone web site.

c. YOUR USE OF THE SERVICES AFTER THE CHANGES ARE EFFECTIVE CONSTITUTES YOUR ACCEPTANCE OF THEM.

3. RESPONSIBILITIES OF THE PARTIES.

a. Comcast Digital Phone. Comcast Digital Phone agrees to provide Services to you subject to the availability of the required service components and in accordance with this Agreement.

b. Customer. You warrant that use of the Services by You and those who access or use the Services purchased by You (“Users”) will at all times comply with all applicable laws, regulations and instructions for use. You are responsible for ensuring that all of the equipment that you and Users use is compatible with the Services.

c. Fraudulent Use. If You suspect that the Services provided to You have been fraudulently used, You must immediately notify Comcast Digital Phone.

d. Indemnity. Comcast Digital Phone grants to You the right to permit Users to access and use the Services, provided that You shall remain solely responsible for the access and

use by any User of the Services. You shall defend, indemnify and hold harmless Comcast Digital Phone from and against all damages arising out of third party claims relating to Your or Users' use of the Services or performance of the Service.

4. CHARGES / PAYMENT.

a. Generally. You agree to pay Comcast Digital Phone for Your and Users' use of the Services at the charges specified in the Comcast Digital Phone Service Guide, as amended from time to time, without deduction, setoff or delay for any reason. The prices and charges for any particular call may depend on a number of factors listed in the Comcast Digital Phone Service Guides, including but not limited to, the duration of the call, the time of day and day of week, the distance called, and the type of service. Service types include such services as direct dial calls, operator-assisted or calling card calls. At any time, Comcast Digital Phone may require you to pay a deposit or increase an existing deposit as a condition of providing Services. You authorize Comcast Digital Phone to investigate your credit history at any time and to share credit information about you with credit reporting agencies.

b. Taxes / Regulatory Surcharges. Charges as stated in the Comcast Digital Phone Service Guide are exclusive of any applicable taxes. You are responsible for all taxes, gross receipts taxes, fees and surcharges relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent that you provide Comcast Digital Phone with a valid tax exemption certificate before Comcast Digital Phone provides Services to you. You are responsible for payment of all surcharges specified in the Comcast Digital Phone Service Guide.

c. Payment. Payment of all charges is due within thirty (30) days after the date of invoice, in U.S. currency. Restrictive endorsements or other statements on checks accepted by Comcast Digital Phone will not apply. You will be responsible for reimbursing Comcast Digital Phone for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments. If Comcast Digital Phone does not receive payment by the due date, You may be charged interest on any unpaid balances at the rate of up to 1½ % per month or the maximum rate allowed by state law where the Services are rendered. When payment is made by credit card, payment may also be subject to terms and conditions required by the credit card issuer.

d. Billing Disputes. IF YOU DISPUTE CHARGES ON YOUR BILL, YOU MUST NOTIFY COMCAST DIGITAL PHONE IN WRITING OF THE DISPUTE WITHIN NINETY (90) DAYS OF THE DATE ON THE AFFECTED BILL, OR ELSE YOU WAIVE THE DISPUTE. YOU AGREE THAT ALL DISPUTES THAT CANNOT BE RESOLVED WITH COMCAST DIGITAL PHONE SHALL BE RESOLVED BY BINDING ARBITRATION AS SET FORTH IN SECTION 5 BELOW.

5. BINDING ARBITRATION.

a. Purpose:

If You have a Dispute (as defined below) with Comcast (as defined below) that cannot be resolved through our informal dispute resolution process, either You or Comcast may elect to arbitrate that Dispute in accordance with the terms of this Section 5 rather than to litigate the Dispute in court. Arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.

b. Definitions:

As used in this Section 5, the term “Dispute” means any dispute, claim, or controversy between You and Comcast that has accrued by the commencement date of this Agreement or any dispute, claim, or controversy that accrues after the commencement date of this Agreement, whether based in contract, statute, regulation, ordinance, tort (including but not limited to fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability, or scope of this Section 5 (with the exception of the enforceability of the class action waiver clause provided in Section 5.e.ii below). “Dispute” is to be given the broadest possible meaning that will be enforced. As used in this Section 5, “Comcast” means the operating company subsidiary of Comcast Phone, LLC that serves your area, its officers, directors, employees, and agents, and all entities using the brand name “Comcast,” and its/their parents, subsidiaries, and affiliated companies.

c. How to Initiate the Arbitration Proceeding and Select the Arbitrator:

If You or Comcast elects to resolve Your Dispute with Comcast through arbitration pursuant to this Section 5, the party initiating the arbitration proceeding may select from the following arbitration organizations, which will apply the appropriate rules for consumer claims to arbitrate the Dispute:

1. American Arbitration Association (“AAA”)
335 Madison Ave., Floor 10
New York NY 10017-4605
1-800-778-7879
www.adr.org
2. National Arbitration Forum (“NAF”)
P.O. Box 50191
Minneapolis, MN 55405-0191
1-800-474-2371
www.arbitration-forum.com
3. USA&M Portland, Oregon
1000 S.W. Broadway
Suite 1710
Portland, OR 97205

d. Arbitration Procedures:

Because the Services provided to You by Comcast concern interstate commerce, the Federal Arbitration Act (“FAA”), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where You receive the service from Comcast may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration, however, shall not be applicable under this Arbitration Provision.

If there is a conflict between this Section 5 and the rules of the arbitration organization chosen, the rules contained in this Section 5 shall govern. If the arbitration organization that You selected will not enforce this Section 5 as written, it cannot serve as the arbitration organization to resolve Your dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. In the event that the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint a service that will enforce this Section as written. If there is a conflict between this Section 5 and the rest of the Agreement, this Section 5 shall govern.

You and Comcast agree that a single arbitrator will resolve the Dispute. You should know that participating in arbitration may result in limited discovery depending on the rules of the arbitration organization that is chosen to resolve the Dispute. The arbitrator will apply applicable statutes of limitation (as modified by this Section 5), will honor claims of privilege recognized by law, and will take reasonable steps to protect customer account information and other confidential or proprietary information, including the use of protective orders to prohibit disclosure outside of the arbitration, if requested to do so by You or Comcast.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by You or Comcast, the arbitrator will provide a brief statement of the reasons for the award. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties.

If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The party wishing to appeal the decision of the single arbitrator shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization, through a written notice of appeal, that it is exercising its right to appeal. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party’s notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

e. Restrictions:

- i. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLS WHICH YOU DISPUTE, WHICH ARE SUBJECT TO SECTION 4.d OF THE

AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE A CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

- ii. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS-ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED.

f. Location of Arbitration:

The arbitration will take place at a location convenient to You, in the area where You receive the service from us.

g. Payment of Arbitration Fees and Costs:

UPON YOUR WRITTEN REQUEST, COMCAST WILL ADVANCE TO YOU ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING BUT NOT LIMITED TO COSTS FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, YOU SHALL REIMBURSE COMCAST FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE AMOUNT THAT YOU WOULD HAVE PAID TO FILE A CASE REGARDING YOUR DISPUTE WITH COMCAST IN THE STATE COURT WHERE YOU RECEIVE THE SERVICES FROM COMCAST. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IN THE EVENT A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 5, COMCAST WILL PAY ALL FEES AND COSTS WHICH IT IS REQUIRED BY LAW TO PAY.

h. Severability:

If any clause within this Section 5 (other than the class action waiver clause identified in Section 5.e.ii above) is found to be illegal or unenforceable, that clause will be severed from the Arbitration Provision, and the remainder of this Section 13 will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Section 5 will be unenforceable, and the dispute will be decided by a court.

In the event that this entire Section 5 is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Section 5, You and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

i. Exclusions from Arbitration:

YOU AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (I) ANY CLAIM FILED BY YOU OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE

JURISDICTION OF A COURT WHICH IS LIMITED TO ADJUDICATING SMALL CLAIMS; (II) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (III) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR THEFT OF SERVICE; (IV) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY FEDERAL, STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT HAS JURISDICTION OVER THE SERVICES; (V) ANY DISPUTE THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND THAT CAN BE PROPERLY BROUGHT BEFORE A FEDERAL, STATE OR LOCAL REGULATORY AGENCY THAT HAS JURISDICTION OVER THE SERVICES.

j. Continuation of Section 5:

This Section 5 shall survive the termination of Your Service with Comcast.

6. DEFAULT/TERMINATION

You may terminate this Agreement at any time by giving Comcast Digital Phone notice and Comcast Digital Phone may terminate Service to You in the same manner. You are responsible for payment of all charges due under this Agreement through the effective date of termination. Additionally, Comcast Digital Phone may immediately terminate, restrict or suspend Your Services without notice to You if: You fail to pay Comcast Digital Phone any charges when due; you make any false statement to Comcast Digital Phone; Comcast Digital Phone suspects fraud, abuse or misuse by You, Users or third parties; Comcast Digital Phone believes Your or Users' use may violate this Agreement or any laws or regulations or interferes in any way with Comcast Digital Phone's provision of its services to its customers or its business operations; or, You become insolvent or are subject to any proceeding under bankruptcy or similar laws.

7. LIMITATIONS OF LIABILITY.

a. EITHER PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT SHALL BE: (i) FOR BODILY INJURY OR DEATH TO ANY PERSON OR REAL OR TANGIBLE PROPERTY DAMAGE NEGLIGENTLY CAUSED A PARTY, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF PARTY OR FROM A BREACH OF THE PROVISIONS OF SECTION 11.g., THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES; (ii) FOR INDEMNITY, THE REMEDIES STATED IN SECTIONS 3.d. AND 10; (iii) FOR ALL OTHER DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY YOU FOR

THE AFFECTED SERVICE DURING THE ONE (1) MONTH PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS DOES NOT LIMIT YOUR RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

b. EXCEPT FOR SECTIONS 3.d., IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. COMCAST DIGITAL PHONE ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY OR INTERCONNECTION PROBLEMS WITH SERVICES AND/OR EQUIPMENT NOT PROVIDED BY COMCAST DIGITAL PHONE; SERVICE INTERRUPTIONS (EXCEPT TO THE EXTENT CREDIT ALLOWANCES ARE SPECIFIED IN THE COMCAST DIGITAL PHONE SERVICE GUIDE); OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' EQUIPMENT.

d. The limitations of liability set forth in this Section 7 shall apply: (i) regardless of the form of action, whether in contract, tort, strict liability, equity or otherwise; and (ii) whether or not damages were foreseeable. These limitations of liability shall survive failure of any exclusive remedies provided in this Agreement.

8. WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, COMCAST DIGITAL PHONE MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMCAST DIGITAL PHONE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS. ANY EQUIPMENT PROVIDED BY COMCAST DIGITAL PHONE IN CONJUNCTION WITH A SERVICE IS PROVIDED ON AN "AS IS" BASIS. COMCAST DIGITAL PHONE DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS.

9. CREDIT ALLOWANCES FOR INTERRUPTIONS

If an interruption or failure of Services is caused solely by Comcast Digital Phone and not by You, Users or a third party or other causes beyond Comcast Digital Phone's reasonable control, you may be entitled to a Credit Allowance as specified in the Comcast Digital Phone Service Guide.

10. INFRINGEMENT INDEMNITY

a. Comcast Digital Phone agrees to indemnify and hold You harmless against any claim against You and to pay all damages that a court may award against you in any suit alleging that a Service furnished under this Agreement infringes any United States patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: Your or User's modifications to the Service made by or combinations of the Service with services or products provided by You or others; or, use of the Service in violation of this Agreement. You agree to defend or settle at Your own expense all claims or suits against Comcast Digital Phone covered by the exceptions in the preceding sentence and to immediately cease any activity which gives rise to the alleged infringement.

b. In the event of a claim of infringement for which Comcast Digital Phone is the indemnifying party under Section 10.a., Comcast Digital Phone may at its option either procure the right to continue using, or replace or modify, the alleged infringing Service so that the Service becomes noninfringing and substantially compliant with the requirements in this Agreement. Upon inability to reasonably perform either of the foregoing options, Comcast Digital Phone may terminate this Agreement, without liability other than as stated in Section 10.a.

c. With respect to the indemnification obligations in this Section 10: (i) You agree to notify Comcast Digital Phone in writing promptly upon learning of any claim or suit for which indemnification may be sought; (ii) Comcast Digital Phone shall have control of the defense or settlement, provided that You shall have the right to participate in such defense or settlement with counsel of Your own selection and at Your expense; and (iii) You shall reasonably cooperate with the defense, at the Comcast Digital Phone's expense.

11. GENERAL PROVISIONS

a. Acts Beyond Control. NEITHER YOU NOR COMCAST DIGITAL PHONE SHALL BE LIABLE FOR ANY DELAY, FAILURE IN PERFORMANCE, LOSS OR DAMAGE DUE TO: FIRE, EXPLOSION, POWER BLACKOUT, EARTHQUAKE, VOLCANIC ACTION, FLOOD, THE ELEMENTS, STRIKE, EMBARGO, LABOR DISPUTES, ACTS OF CIVIL OR MILITARY AUTHORITY, WAR, ACTS OF GOD, ACTS OR OMISSIONS OF CARRIERS OR SUPPLIERS, ACTS OF REGULATORY OR GOVERNMENTAL AGENCIES, OR OTHER CAUSES BEYOND THEIR REASONABLE CONTROL, EXCEPT THAT YOUR OBLIGATION TO PAY FOR CHARGES INCURRED FOR SERVICES RECEIVED BY YOU SHALL NOT BE EXCUSED.

b. No Third Party Rights. This Agreement does not provide any third party, including Users, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

c. Assignment. This Agreement may not be assigned by You without Comcast Digital Phone's prior written consent. Comcast Digital Phone may assign all or part of its rights and duties under this Agreement to a present or future affiliate or successor.

d. Notices. Notices from You to Comcast Digital Phone shall be made by following the customer service instructions on your bill. You are responsible for notifying Comcast Digital Phone of any changes in Your authorized billing address and other contact information.

e. Severability. If any part of this Agreement is found invalid, the rest of the Agreement remains enforceable.

f. Governing Law. This Agreement shall be governed by the substantive laws of the Commonwealth of Pennsylvania, without regard to its choice of law rules, except that the arbitration provisions in Section 5 will be governed by the Federal Arbitration Act. This governing law provision applies no matter where Your business is located or where Your business uses or pays for the Services.

g. Publicity and Marks. No public statements or announcements relating to this Agreement shall be issued by either You or Comcast Digital Phone without the prior written consent of the other. You and Comcast Digital Phone agree not to display or use, in advertising or otherwise, any trade names, logos, trademarks, service marks or other indicia of origin (collectively "Marks") belonging to the other without obtaining the other's prior written consent, provided that such consent may be revoked at any time.

h. Waiver of Rights. Comcast Digital Phone may from time to time waive the enforcement of any of the provisions of this Agreement, but this will not affect Comcast Digital Phone's ability to enforce that provision, nor shall it be considered an amendment of this Agreement.

i. Survival of Obligations. The respective obligations of you and Comcast Digital Phone, which by their nature would continue beyond the termination of this Agreement, such as the obligations regarding limitations of liability, shall survive termination.

j. Entire Agreement. This Agreement, which incorporates the Comcast Digital Phone Service Guides, constitutes the entire agreement between you and Comcast Digital Phone with respect to the Services provided hereunder. In the event of any inconsistencies between this Agreement and the Comcast Digital Phone Service Guides, this Agreement will govern. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to those Services. This Agreement shall not be contradicted, explained or supplemented by any written or oral statements, proposals, representations, advertisements or service descriptions not expressly set forth in this Agreement.

* TTY for customers with hearing/speech disabilities: 1-866-803-2403.

