

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 GENERAL

The Company provides the services offered in this Tariff under the terms, conditions, rates and charges specified herein.

Telecommunications Service consists of furnishing two-way communication to or from the Customer's premises and another point within the State of Colorado. Certain calls made within the Local Calling Area as specified in Section 3 of this Tariff will be completed without charge. Calls completed outside of the Local Calling Area will be charged as specified in this Tariff.

Comcast will provide all service, features and functions where facilities, billing capability, technical capability, and legal authority exist or become available without unreasonable expense to the Company, as determined in the Company's sole discretion.

Except as may otherwise be specified in this Tariff, service is provided on the basis of a minimum period of at least one month, 24-hours per day, seven days a week. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

2.1.2 TERMS AND CONDITIONS

Customers may be required to sign 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 service.

The services will be provided on a month-to-month basis at the then current month-to-month 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.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine maintenance. Generally, such activities are not specific to an individual Customer, but affect many Customers' services. No specific advance notification period is applicable to any such activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.4 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 obligations contained in this Tariff. The Company does not guarantee availability of service.
- B. The Company shall use reasonable efforts to maintain facilities and equipment 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 provided or 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 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 Company is not responsible for the installation, operation or maintenance of any Customer-provided communications or other equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company is limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS**2.1 UNDERTAKING OF THE COMPANY (CONT'D)****2.1.4 PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)**

- F. When the facilities or equipment of other companies are used by the Customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees.
- G. 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 a service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company.
- H. 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.
- I. After disconnection in accordance with this Tariff, 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.

TELECOMMUNICATIONS SERVICES TARIFF

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, the Company may test and inspect, at any reasonable time as determined by the Company, as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff.

If the Customer fails to comply with the requirements described in A., above, the Company may take the action 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 harm to the local network or other Company services.

TELECOMMUNICATIONS SERVICES TARIFF

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, immediately and upon written notice to the Customer, discontinue or 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 service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or
2. Using service in such a way that it interferes unreasonably with the use of the service by others.

TELECOMMUNICATIONS SERVICES TARIFF

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, or
2. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices, or electronic devices.
3. Using service with the intent of gaining access to another Customer's outbound calling capabilities on an unauthorized basis.
4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
5. 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.
6. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this Tariff.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY

2.2.1 SERVICE LIABILITY

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for 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. This 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 and Service Quality Guarantees.

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

The Company is not liable for damages associated with any service or equipment that it does not furnish.

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 solely by the Company's negligence.

The Company shall be indemnified, defended and held harmless by the Customer 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.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (CONT'D) 2.2.1 SERVICE LIABILITY (CONT'D)

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.

No license under patents 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.

The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services.

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

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 occurs, 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 Customer's service.

TELECOMMUNICATIONS SERVICES TARIFF

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 eight hours or more within a continuous 24 hour period, 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 (1/30 of the service monthly recurring charge) involved for each qualifying interruption.

No interruption allowance shall be made for failures in facilities or equipment 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 Customer or where the Company pursuant to the terms of the 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 the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- A. The payment of all applicable charges pursuant to this Tariff, including 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 the Customer and any party other than the Company.
- 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 this Tariff, 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. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. 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, and may be charged by the Company, to the Customer;
- E. 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 (e.g. asbestos) prior to any construction or installation work;

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.1 THE CUSTOMER SHALL BE RESPONSIBLE FOR: (CONT'D)

- F. 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
- G. 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, facility, or equipment 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, including reasonable attorney's fees 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.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES

2.4.1 ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

The Company will conduct a credit investigation of each Customer or applicant prior to accepting the agreement, Customer deposit, or advance payment. 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 as specified in 2.5.2.B, following.

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 in which service is provided, except for usage sensitive charges which will be billed monthly for the preceding billing period. Bills are due by the payment due date shown on the bill, which shall be at least 10 days after issuance or five days after mailing.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished may 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.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES (CONT'D)

2.4.3 BILLING DISPUTES

If the Customer and the Company are unable to resolve a dispute regarding service, the Company will provide the Customer with the address and telephone numbers of the External Affairs Section of the Colorado Public Utilities Commission.

2.4.4 ADVANCE PAYMENTS

The Company may require a Customer or applicant 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 accordance with the Company's practice of requiring that all regularly recurring charges for services, equipment, and facilities be paid monthly in advance, an applicant for service will be required to pay the charges applicable together with at least one month's rates for the services, equipment, and facilities applied for. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

2.4.5 DEPOSITS

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts. Generally, a deposit will be equivalent to two times the estimated average monthly bill. The Company reserves the right to provide for installment payments where the deposit required is greater than \$75 per access line. One half of the deposit must be paid before service is provided.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES (CONT'D)

2.4.5 DEPOSITS (CONT'D)

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. The deposit will be returned to the Customer, with interest at a rate determined annually by the PUC Staff, upon satisfactory payment of all proper charges for 12 consecutive months. Effective January 1, 2007, the interest rate is 4.76%.

The deposit plus interest is returned to the Customer, less any amounts due the Company, when service is disconnected.

Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

When it is determined that a deposit is required, the Customer may, in lieu of or in addition to making the deposit, arrange for any individual or firm of known good credit to guarantee payment of the charges by executing on his behalf a Guarantee of Payment Agreement with the Company.

2.4.6 RETURNED CHECK CHARGES

The Customer will be assessed a charge of \$20.00 for each check, draft, or electronic funds transfer, in addition to any late payment charges as specified in Section 2.5.8., submitted by the Customer to the Company which a financial institution refuses to honor.

2.4.7 MINIMUM PERIOD CHARGE

The minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES (CONT'D)

2.4.8 LATE PAYMENT CHARGE

Except as otherwise provided in this Tariff, if any portion of the Customer's payment is received by the Company 30 days after the payment due date that is printed on the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment charge shall be due to the Company. The late payment charge shall be the portion of the payment not received by the date due, multiplied by a factor. The late payment factor shall be 1.5%.

Late payment charges do not apply to the disputed 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 if such amounts remain unpaid 30 days after the Customer is advised of the dispute resolution. Undisputed amounts on the same bill may be subject to the late payment charge if they remain unpaid 30 days after the payment due date that is printed on the bill.

Collection procedures and security deposit requirements are unaffected by the application of the late payment charge.

The late payment charge does not apply to final accounts.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE, AND CHANGES

2.5.1 CANCELLATION OF SERVICE

A. Cancellation of Application for Service

When the Customer cancels an application for service prior to the start of service, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

The special charges described above will be calculated and applied on a case-by-case basis.

B. Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term, as defined in Section 2.1.1, for any reason whatsoever, the Customer agrees to pay to the Company the following:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges specified in the applicable tariff for the balance of the then current month; and
4. Any other charges set forth in this Tariff or in the service order for such early cancellation or termination.

The above sums shall become due and owing as of the effective date of the cancellation or termination and be payable as set forth in this Tariff.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE, AND CHANGES (CONT'D)

2.5.2 DISCONTINUANCE OF SERVICE

A. The Company may, without incurring any liability, discontinue or suspend service without notice, or refuse service, if:

1. The Company deems that such action is necessary to prevent abuse or to protect against fraudulent use as described in Section 2.1.6, preceding, or to otherwise protect its personnel, agents, facilities, equipment, assets, or services; or
2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, its past or current use of communications services, or its planned use of the Company's service(s); or
3. 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:

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

Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices, or electronic devices; or

Any other fraudulent means or devices; or

4. Any material portion of the facilities or equipment used by the Company to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; or
5. Any governmental order or directive calls for the discontinuation of service, the Customer alters the services to be provided, or the Customer violates an applicable law or regulation.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS**2.5 CANCELLATION, DISCONTINUANCE, AND CHANGES (CONT'D)****2.5.2 DISCONTINUANCE OF SERVICE (CONT'D)**

- B. The Company may, without incurring any liability, discontinue or suspend service with prior written notice of at least 10 days, if:
1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, past or current use of communications service, or
 2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or
 3. The Customer states that it will not comply or fails to comply with a request of the Company for deposits or advance payments, as specified in this Tariff, or
 4. The Customer uses service without payment for the service or the Customer fails to pay any amounts owing to the Company for services to which the Customer subscribes or had subscribed or used, or
 5. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service.
 6. The Customer establishes a pattern of behavior with respect to the Company that is intended to vex, harass, threaten, or annoy the Company, its employees, or its 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.
- C. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. In addition, the Company may declare all future-billed monthly and other charges which would have been payable by the Customer during the month for which such services would have otherwise been provided to the Customer, to be immediately due and payable.
- D. In the event the Company incurs fees or expenses including reasonable attorney's fees in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE, AND CHANGES (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 this 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 disconnected in accordance with this 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 restoration of service charge.

If a service has been suspended or discontinued for nonpayment, service will be re-established upon receipt of payment for all regulated charges billed. Charges for services and facilities prior to the period of suspension, including a service restoral fee, must be paid in accordance with the terms of this tariff to avoid future interruption of service. 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 |
|------------------------------------|--------------------------------|
| • Restoration of Service, per line | \$20.00 |

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.6 ASSIGNMENT OR TRANSFER OF SERVICE

The Customer may not assign or transfer its rights or duties in connection with the services, equipment or facilities provided by the Company without the prior 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 without the consent of the Customer.

2.7 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing except where otherwise specified 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, billing or other communications.

2.8 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. 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 Company from each such Customer, an amount sufficient to recover any such tax or fee and shall list this amount separately on the bill.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS**2.9 SURCHARGES****2.9.1 COLORADO UNIVERSAL SERVICE CHARGE**

Towards the ultimate goal that basic service be available and affordable to all citizens of the State, the Colorado Legislature authorized the Public Utilities Commission (PUC) to create a system of support mechanisms to assist in the provision of such service in high-cost areas. The Commission has adopted Rules Prescribing the High Cost Support Mechanism, Rule 4 Code of Colorado Regulations 723-41. To insure that the mechanism is funded on a non-discriminatory, competitively neutral basis, the Rule directs service providers to levy a surcharge, called the "Colorado Universal Service Charge" on all telecommunications services purchased by Customers.

Effective July 1, 2008, the Colorado Universal Service Charge is 2.2%. The PUC may periodically modify the Colorado Universal Service Charge.

2.9.2 LOW-INCOME TELEPHONE ASSISTANCE FUND

Pursuant to legal requirements, the Company may assess a surcharge for the Low-Income Telephone Assistance Fund. Effective June 1, 2009, the Low-Income Telephone Assistance Fund surcharge is \$.07 per line.

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2.9.3 TELECOMMUNICATIONS RELAY SERVICE FUND

Pursuant to legal requirements, the Company may assess a surcharge for the Telecommunications Relay Service Fund.

2.9.4 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911)

Pursuant to legal requirements, the Company may assess a surcharge for the Universal Emergency Telephone Number Service (911, E911).

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.10 REQUIREMENTS FOR OPERATOR SERVICES PROVIDERS

2.10.1 GENERAL

In compliance with Rule 4 CCR 723-18-5.7:

- A. Each provider of operator services shall:
1. Identify itself, audibly, and distinctly, to the Customer at the beginning of each telephone call before the Customer incurs any charges and also a second time prior to connecting the call before the Customer incurs any charges; and
 2. Permit the Customer to terminate the call at no charge before the call is connected; and
 3. Disclose immediately upon request and without charge to the Customer: the rates or charges for the Customer's intended call; the methods by which such rates or charges will be collected; and, the methods by which complaints concerning rates, charges, or collection practices will be resolved.
 4. Not bill for unanswered telephone calls in areas where equal access is available.
 5. Not knowingly bill for unanswered telephone calls where equal access is not available.
 6. Not engage in call splashing unless the Customer requests to be transferred to another provider of operator services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred.
 7. Except as provided in subparagraph 6.1.6, not bill for a call that does not reflect the location of the origination of the call.
- B. Upon receipt of any emergency telephone call, a provider of operator services shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL REGULATIONS

2.11 SPECIAL CONSTRUCTION

2.11.1 GENERAL

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:

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

2.12 DESIGNATION OF CARRIER

The Customer may designate Comcast as the carrier of record to prevent the unauthorized transfer of service to another carrier. The designation may include any or all of the following jurisdictions:

- (1) local service
- (2) intraLATA long distance calling service
- (3) intrastate interLATA long distance calling service

This capability will be offered to the Customer at the time of the initial subscription to service or, at the Customer's initiation, on a subsequent contact with a representative of the Company.