



CHECK SHEET

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**1. NETWORK SERVICES**

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## 6. NETWORK SERVICES

### 6.1. SCHOOLS AND LIBRARIES NETWORK SERVICE

#### 6.1.1. 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 6.1.3, 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 are in addition to the terms and conditions found in the General Regulations section of this Tariff.

## 6. NETWORK SERVICES

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

#### 6.1.2. 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

- Point to Point Service
  - 1.5 Mbps Point to Point circuit between two locations, initial 36 month period

**MONTHLY  
RATE**

\$650.00

**6. NETWORK SERVICES**

**6.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)**

**6.1.3. 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 6.1.1, 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.

## 6. NETWORK SERVICES

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

#### 6.1.3. 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.

## 6. NETWORK SERVICES

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

#### 6.1.3. 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.

## 6. NETWORK SERVICES

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

#### 6.1.3. 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.

## 6. NETWORK SERVICES

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

#### 6.1.3. 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 willful 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 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 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.

## 6. NETWORK SERVICES

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

#### 6.1.3. 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. Per-minute usage rates do not apply to operator assisted local calls.

##### G. Rates and Charges

	MONTHLY RATE
1. Channelized Exchange Service	
• 24 voice equivalent channels, initial 36 month period <sup>[1]</sup>	\$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	\$6.90
• Non-Published Service	6.35
• Non-Listed Service	4.00

**6. NETWORK SERVICES**

**6.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)**

**6.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)**

G. Rates and Charges (Cont'd)

	<b>NONRECURRING</b>
	<b>CHARGE</b>
4. Directory Assistance	
• Local and Intrastate Directory Assistance	\$0.99
• Directory Assistance Call Completion <sup>[1]</sup>	0.00
5. Operator Services	
• Local and Intrastate Operator Service <sup>[2]</sup>	
- Station to Station	2.99
- Person to Person	2.99
6. Service Charges	
• Change of Billing, per occurrence	10.00
• Number Change, per occurrence	10.00
• Directory Listing Change, per occurrence	10.00
• Feature Change, per occurrence	10.00
	<b>USAGE</b>
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.

**7. LOCAL INTERCONNECTION SERVICE**

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## 7. LOCAL INTERCONNECTION SERVICE

### 7.1. LOCAL INTERCONNECTION SERVICE

#### 7.1.1. GENERAL

- A. Subject to the terms set forth in Section 7.1.4, 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 are in addition to the terms and conditions found in the General Regulations section of this Tariff.

## 7. LOCAL INTERCONNECTION SERVICE

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

#### 7.1.2. 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.

#### 7.1.3. 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.

## 7. LOCAL INTERCONNECTION SERVICE

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

#### 7.1.4. 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 7.1.8 and 7.1.9 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").

## 7. LOCAL INTERCONNECTION SERVICE

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

#### 7.1.4. 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 7.1.11. 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.

## 7. LOCAL INTERCONNECTION SERVICE

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

#### 7.1.5. 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.

**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.5. 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.

**7.1.6. 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.

**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.7. 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.

**7.1.8. 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.

## 7. LOCAL INTERCONNECTION SERVICE

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

#### 7.1.8. 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 7.1.8.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 7.1.9 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.

## 7. LOCAL INTERCONNECTION SERVICE

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

#### 7.1.9. 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 7.1.9.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;

**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.9. 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.

## 7. LOCAL INTERCONNECTION SERVICE

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

#### 7.1.9. 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.

## 7. LOCAL INTERCONNECTION SERVICE

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

#### 7.1.9. 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.

#### 7.1.10 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 described in Section 6.1.3.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.

#### 7.1.11. SERVICE TERRITORIES

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

## 7. LOCAL INTERCONNECTION SERVICE

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

#### 7.1.12. 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](http://www.comcast.com/tariffs).
- D. Add or Change Charge – The customer will be assessed a charge for any add or change of a Company service as defined below.
  - Add – The addition of service(s) to existing equipment and/or service(s) at one location.
  - Change – The rearrangement or reclassification of existing service at the same location.

**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.13. RATES AND CHARGES**

	<b>NONRECURRING</b>
	<b>CHARGE</b>
1. Local Interconnection Service	ICB
	<b>MONTHLY RATE</b>
2. Local Interconnection Port	
· Per-T-1	\$1,200.00
· All Other Bandwidths	ICB
3. Local Interconnection Service	[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 7.1.12.A preceding for additional information.