

**COMCAST DIGITAL VOICE™ RESIDENTIAL SUBSCRIBER AGREEMENT
VERSION 2.0; EFFECTIVE: JANUARY 1, 2006**

This is your subscriber agreement (“Agreement”). It sets forth the terms and conditions under which residential customers (“Customer(s),” “you,” “your”) will be provided Comcast Digital Voice services (“Services”) and, if necessary, devices used in connection with the Services, including but not limited to the “Comcast Equipment” as defined below.

WHEN YOU ENROLL IN, USE, OR PAY FOR THE SERVICES, YOU AGREE TO THE PRICES, TERMS, AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING THOSE RELATED TO 911/E911 SERVICE, SERVICE INTERRUPTIONS, AND BINDING ARBITRATION. IF YOU DO NOT AGREE TO THE PRICING OR TO ANY TERMS OR CONDITIONS, CANCEL THE SERVICES IMMEDIATELY BY CALLING US ON OUR CUSTOMER SERVICE LINE DURING NORMAL BUSINESS HOURS.

1. THE SERVICES

a. The Nature of the Services

The Services convert voice communications into Internet protocol (“IP”) for two-way calling and provide a range of other associated features and functionalities including, but not limited to, the Comcast Digital Voice Center (where available).

Comcast Digital *Voice* services are different from Comcast Digital *Phone* services. IF YOU SUBSCRIBE TO COMCAST DIGITAL PHONE SERVICES, YOUR COMCAST DIGITAL PHONE SERVICES ARE NOT GOVERNED BY THIS AGREEMENT BUT BY SEPARATE PRICING, TERMS, AND CONDITIONS.

The Services and any necessary devices will be provided by the subsidiary of Comcast Corporation operating as “Comcast Digital Voice” in your area (“Comcast,” “we,” “us,” or “our”). For purposes of this Agreement, “affiliate” means any entity that controls, is controlled by, or is under common control with Comcast Corporation, and the term Comcast’s “associated parties” means Comcast’s officers, directors, employees, affiliates, their agents, or any other provider that furnishes services in connection with this Agreement.

The Services are subject to availability.

b. Pricing for the Services

You can find information about pricing for the Services in the Comcast Digital Voice Pricing List(s) (“Pricing Lists”) located at www.comcast.com/CDV/termsofservice (or at an alternative site if we so notify you). THIS AGREEMENT INCORPORATES BY REFERENCE THE PRICING INCLUDED IN THE PRICING LISTS. IF THE PRICES FOR THE SERVICES CHANGE, THE CHANGES WILL BE POSTED IN THE PRICING LISTS BUT THIS AGREEMENT WILL NOT BE OTHERWISE CHANGED OR RECEIVE A NEW VERSION NUMBER. THEREFORE, YOU SHOULD REGULARLY CHECK THE POSTED PRICING LISTS FOR NEW PRICES IN EFFECT IN YOUR AREA.

2. LIMITATIONS OF 911/E911

Limitations: The Services include 911/Enhanced 911 function (“911/E911”) that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY

HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS ABOUT 911/E911, CALL 1-800-COMCAST.

Correct Address: In order for your 911/E911 calls to be properly directed to emergency services, Comcast must have your correct service address. If you move the Services to a different address without Comcast's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Services (including 911/E911) may fail altogether. Therefore, you must call 1-800-COMCAST before you move the Services to a new address. Comcast will need several business days to update your service address in the E911 system so that your 911/E911 calls can be properly directed. As noted in Section 3.e below, all changes in service address require Comcast's prior approval.

Service Interruptions: CDV uses the electrical power in your home. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA (defined below) is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

LIABILITY: YOU ACKNOWLEDGE AND AGREE THAT COMCAST WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

3. CUSTOMER EQUIPMENT, COMCAST EQUIPMENT, AND COMCAST'S ACCESS TO CUSTOMER'S PREMISES

a. "Customer Equipment" That You Must Provide

Handset and Inside Phone Wiring: In order to use the Services, you are required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and an electrical power outlet. You agree to keep the MTA (defined below) plugged into a working electrical power outlet at all times. If you live in an apartment or a similar multi-tenant dwelling, you may have to provide a cordless phone as well. If we do not have access to the inside phone wiring in your home or if you are installing the Services yourself without the assistance of a Comcast technician ("self-installation") where we make that option available, you will need to plug a cordless phone into the MTA (defined below) in order to use the Services throughout your home. CERTAIN MAKES AND MODELS OF CORDLESS PHONES USE THE ELECTRICAL POWER IN YOUR HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF THE SERVICES VIA THE CORDLESS PHONE. DO NOT ATTEMPT TO CONNECT THE SERVICES TO INSIDE PHONE WIRING YOURSELF (SEE "Connecting an MTA to Inside Phone Wiring" BELOW). In order to use online features of the Services, where we make those features available, you are required to provide certain hardware, software, and access such as a personal computer, an Internet browser, and access to the Internet.

MTA: To use the Services, you will also need a multimedia terminal adapter ("MTA") that meets our specifications pursuant to Section 3.b below. You can lease an MTA from us, in which case it will be Comcast Equipment (as defined below). Or, in some areas, we may permit you to use the Services with an MTA that you have purchased, in which case the MTA will be Customer

Equipment. Depending on availability in your area, you may have an option to install the MTA yourself or to have Comcast install it for you.

Connecting an MTA to Inside Phone Wiring. You may use the Services with your inside phone wiring, as long as we have access to and the right to use that wiring. If you wish to have your MTA connected to your inside phone wiring, you are advised to have a Comcast technician perform the installation, at an additional charge. To make that connection, we must first disconnect your inside phone wiring from the network of your existing provider (such as a Bell network), which may disable any services you receive from them. If you install the Services yourself (where self-installation is an option), you should connect the MTA to a cordless phone, not directly to your inside phone wiring. If the MTA is connected to your inside phone wiring without first disconnecting that inside phone wiring from any existing provider's network, the MTA may be damaged and/or the Services may not operate properly.

b. Ownership and Specifications of Customer Equipment

Ownership: You represent that you either own the Customer Equipment or have the right to use that equipment in connection with the Services. Comcast shall have no obligation to provide, maintain, or service the Customer Equipment (including but not limited to any MTA that you have purchased).

Specifications: Any Customer Equipment that you use in connection with the Services must meet Comcast's current minimum technical and other requirements. Those requirements are posted on the Services' website at www.comcast.com/CDV/faqs (or on an alternative site if we so notify you). The requirements may be revised by us from time to time.

Non-Recommended Configurations: If you install or use Customer Equipment that does not meet the minimum technical or other specifications described above (a "Non-Recommended Configuration"), you agree (i) that the Services or some features of the Services may degrade or fail, (ii) that you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the MTA, and (iii) that the following limitation of liability shall apply: NEITHER COMCAST NOR ANY OF ITS AFFILIATES OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. NEITHER COMCAST NOR ANY OF ITS ASSOCIATED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

c. "Comcast Equipment" That We Provide

Ownership: "Comcast Equipment" shall mean all equipment, such as external cabling and related electronic devices, and any software, that is installed and/or provided by Comcast or its designee. Comcast Equipment will at all times remain the property of Comcast or its designee.

Your Responsibility for Comcast Equipment: You acknowledge that Comcast Equipment is merely a means for us to provide you the Services and that we may remove or change it at our discretion. You agree not to use Comcast Equipment for any purpose other than to use the Services in accordance with this Agreement. Comcast will repair and maintain all Comcast Equipment during the term of this Agreement. You agree that you will not allow anyone other than Comcast employees or agents to service the Comcast Equipment. You agree not to sell, transfer, lease, encumber, or assign all or any part of the Comcast Equipment to any third party.

If any Comcast Equipment or part thereof is lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned, you agree to pay Comcast our prevailing list price for its replacement, together with any incidental costs that we incur relating to its replacement.

d. Comcast's Access to Customer's Premises

Access: From time to time, Comcast may need to enter the premises at which you will use the Services ("Premises") in order to install, maintain, inspect, repair, and remove the Comcast Equipment. Accordingly, you authorize Comcast and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to you and us.

Authorization for Access: You warrant either that you are the owner of the Premises, or if you are a tenant, that you have the authority to afford us access to the Premises. If you are not the owner of the Premises, you agree to supply us, if we ask, the owner's name and address, evidence that the owner has authorized you to grant access to the Premises, and/or written consent from the owner.

e. Relocating or Disconnecting Comcast Equipment

YOU WILL NOT RELOCATE COMCAST EQUIPMENT. AT YOUR REQUEST, WE MAY RELOCATE THE COMCAST EQUIPMENT WITHIN THE PREMISES FOR AN ADDITIONAL CHARGE, AT A TIME AGREEABLE TO YOU AND TO US. IF YOU CHANGE RESIDENCES, YOU MUST CONTACT COMCAST AT 1-800-COMCAST FOR INFORMATION ON WHETHER THE COMCAST EQUIPMENT AND SERVICES MAY BE TRANSFERRED TO YOUR NEW RESIDENCE AND WHAT THE RELOCATION WILL COST. IF YOU WISH TO DISCONNECT THE SERVICES, YOU MUST CONTACT COMCAST FOR INFORMATION ON THE NECESSARY PROCEDURES AND COST.

4. SERVICE INTERRUPTIONS CAUSED BY POWER FAILURES

You understand and acknowledge that you will not be able to use the Services, including 911/E911, under certain circumstances, including but not limited to the following: (i) if our network or facilities are not operating or (ii) if normal electrical power to the MTA is interrupted and the MTA does not have a functioning battery backup. You also understand and acknowledge that the performance of the battery backup is not guaranteed: The battery may not have been properly installed in the MTA; the battery may have been removed from the MTA; the battery may fail; the battery may provide power for only a limited time; or the battery may be exhausted. If the battery backup does not provide power, the Services will not function until normal power is restored. You also understand and acknowledge that you will not be able to use online features of the Services, where we make those features available, under certain circumstances including but not limited to the interruption of your Internet connection.

5. INCOMPATIBILITY OF THE SERVICES WITH CERTAIN EQUIPMENT, SERVICES, AND ACTIVITIES

a. Incompatible Equipment and Services

You acknowledge and understand that the Services may not support or be compatible with:

- i. Non-Recommended Configurations as defined in Section 3.b (including but not limited to MTAs not currently certified by Comcast as compatible with the Services);

- ii. Certain non-voice communications equipment, including certain makes or models of alarm and home security systems, certain medical monitoring devices, certain fax machines, and certain “dial-up” modems;
- iii. Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- iv. Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- v. 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and
- vi. Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling).

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST COMCAST FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE COMCAST EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 10.b.

b. Your Assumption of the Risk for High-Risk Activities

As further discussed in Section 12.a, the Services are not represented as fail-safe. They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

6. BILLING AND PAYMENT

a. Charges, Fees, and Taxes That You Must Pay

Charges: You agree to pay all charges associated with the Services. These charges may include but are not limited to installation charges, monthly service charges, charges for the use of Comcast Equipment, charges for service calls, and other charges. The current applicable schedules of charges and fees are included in the Pricing Lists.

Taxes: You agree to pay any and all applicable federal, state, and local taxes (however designated) in connection with the sale, installation, use, or provision of the Services, whether we or our affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from you.

Other Government-Related Costs and Fees: Comcast reserves the right to invoice you for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services. These obligations may include those imposed on us or our affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that we or our affiliates are required to collect from you or to pay to others in support of statutory or regulatory programs. For example, you will be charged a monthly regulatory recovery fee to help defray our and/or our affiliates’ contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911 programs and infrastructure. This regulatory recovery fee is not a tax,

and it is not government-mandated. Please refer to the Pricing Lists for additional details about the costs and fees described in this section.

Notification of Changes: We may change the fees and charges for the Services from time to time at our discretion; specifically, we may decrease fees and charges with or without advance Notice (as defined in Section 14.b), and we may increase fees and charges for the Services after we post them as part of the Pricing Lists. Taxes and other government-related fees and surcharges may be changed with or without Notice. You will also be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.

b. Per-Call and Measured-Call Charges

Our calling plans billed as a flat monthly fee may not include certain call types. These call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). For billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast, its affiliates, or suppliers as if your call were answered by the called party, Comcast will charge you for a completed call. Consult the Pricing Lists for information on per-call charges and the timing of measured-call charges.

c. Rounding of Fractional Charges

If the computed charge for a measured call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

d. Third-Party Charges That Are Your Responsibility

The Services may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

e. How We Will Bill You

We generally bill monthly, in advance, for service charges, equipment charges, and other recurring fees. You will be billed for installation and other one-time charges, measured and per-call charges, and for all other charges, according to our billing policies then in effect. Your Comcast invoice may also contain charges for other services provided by us or our subsidiaries or affiliates. If you make partial payment of any invoice, we will apply that payment to the outstanding charges in the amounts and proportions that we determine. However, if we accept any partial payment from you, we do not waive our rights subsequently to collect the full balance owed to us. You understand and agree that that our paper bills for the Services contain only a summary of charges, and that detailed information about your calls and charges will be available only for a limited period at a password-protected portion of our website. You may call 1-800-

COMCAST for a paper copy of outbound toll call records related to your most recent bill. There may be an additional charge for these outbound toll call records.

f. "Billing Commencement Date"

The fees and charges for the Services begin to accrue on the Billing Commencement Date. If Comcast installs your MTA, the Billing Commencement Date is the day of installation. If you self-install an MTA that we have shipped you or you have picked up at our service center, the Billing Commencement Date is the earliest of (i) the day on which you picked up the MTA at our service center, (ii) the day you install the MTA, or (iii) five (5) days after the shipment date. If you self-install an MTA that you obtained from a source other than Comcast, the Billing Commencement Date is the day that your order for Service is entered into our systems. The option to self-install an MTA and/or to use a non-Comcast-supplied MTA is subject to availability.

g. Payment by Credit Card

If we make available payment by credit card and you provide a credit card number to us, you thereby authorize us to charge that credit card for all amounts payable by you to Comcast as specified in this Agreement. You also authorize us to continue such charges until you notify Comcast in writing that you are withdrawing this authorization or until you have paid all charges under this Agreement. You agree to inform us immediately of any change in credit card information (including but not limited to a change in expiration date). Your use of the credit card to pay for the Services is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If Comcast does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand by us.

h. Our Remedies if You Pay Late or Fail to Pay

Late or Non-Payments: You agree to pay Comcast all fees or charges for the Services, including any late fees and related fees, charges, and assessments related to late payments or non-payments. You may be charged such fees, charges, and assessments (i) if for any reason Comcast does not receive from you any required payment for the Services by the date on which the payment is due; or (ii) if you pay less than the full amount due for the Services. If Comcast and/or its affiliates provide multiple products or services to you, and you fail to pay the full amount due for any or all of them, then Comcast may also suspend or disconnect, at our sole discretion, the Services as well as any and all other Comcast products and/or services provided by us or by any of our affiliates...

You can find more information on our late fees and other additional charges in the Pricing Lists. Any new or changed fees will be posted in the Pricing Lists before they are assessed. We may revise Comcast's late fee practices to comply with applicable state or local laws, rules, or regulations.

Fees Not Considered Interest or Penalties: Comcast does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Services on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

Collection Costs: If we are required to use a collection agency or attorney to collect money owed by you or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

i. Our Right to Make Credit Inquiries

You authorize Comcast to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.

j. Your Responsibilities Concerning Billing Questions

Subject to applicable law, you must contact Comcast within sixty (60) days of the date on the bill to dispute charges or request a billing credit.

k. Restoral Fees, Reconnection Fees, and Related Charges

Should you wish to resume the Services after a suspension of the Services, we may require you to pay a restoral or reconnection fee, as applicable. Should you wish to reinstate the Services after disconnection of the Services, we may require you to pay a new installation fee and/or service activation fee, as applicable. These fees are listed on the Pricing Lists and are in addition to all past due charges and other fees. Restoral, reconnection, and reinitiation of the Services are subject to our credit policies.

7. CUSTOMER INFORMATION AND PRIVACY

Comcast will respect your privacy interests, including your ability to limit disclosure of certain information to third parties in the manner described in *Comcast's Privacy and CPNI Policies for Voice Services*. We delivered this document to you at the time of the initial installation of the Services and will deliver it to you annually as long as you receive the Services. You acknowledge that you have received *Comcast's Privacy and CPNI Policies for Voice Services* and that you expressly consent to the terms of those policies. We may amend our policies from time to time.

8. LIMITS ON YOUR USE OF THE SERVICES

a. Acceptable Use

You agree to ensure that all uses of the Comcast Equipment and/or the Services installed at your premises ("use") are legal and appropriate. Specifically, you agree to ensure that all uses by you or by any other person ("user"), whether authorized by you or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Comcast reserves the right to act immediately and without Notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to you or users (e.g., voicemail), if Comcast (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Comcast's ability to provide the Services to you or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Comcast's

action or inaction under this Section shall not constitute review or approval of your or any other users' use or information.

b. Residential Use Only

Unless you subscribe to a Service plan that expressly permits otherwise, you agree to use the Services solely in a private residence; in living quarters in a hotel, hospital, dormitory, sorority or fraternity house, or boarding house; or in the residential portion of a premises used for both business and residential purposes. Without limiting the generality of the foregoing, you agree to use the Services only for personal and non-commercial purposes; however, you are permitted to use the Services to make business calls that are incidental to your personal and non-commercial use of the Services at the premises described in the preceding sentence.

You expressly agree not to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that your Service is being used for any of the aforementioned activities, we reserve the right (i) immediately and without Notice to terminate or modify the Service and (ii) to assess additional charges for each month in which excessive usage occurred.

c. No Resale

You agree and represent that you are buying the Services for your own personal use only and that you will not resell or permit another to resell the Services in whole or in part.

d. No Tampering with or Relocation of Comcast Equipment

You will not service, alter, modify, or tamper with Comcast Equipment or with the Services, or permit any other person (not expressly authorized by Comcast) to do so.

Except as specifically provided below, you agree that the MTA and the Services will only be used at your service address appearing in our records. You understand and acknowledge that if you attempt to install or use the Comcast Equipment or Services at another location, the Services, including but not limited to 911/E911, may fail to function or may function improperly. If you move the MTA or Services to another location without complying with Section 3.e and this Section 8.d, you do so in violation of this Agreement and at your own risk. Certain online features of the Services such as the Comcast Digital Voice Center may be accessible from locations other than your service address appearing in our records, using the Customer Equipment described in Section 3.a.

If you violate any of the restrictions in this Section 8.d, Comcast reserves the right to terminate the Services immediately and without Notice, leaving you responsible for all outstanding charges, which immediately become due and payable.

e. Your Obligation to Report Theft of Service Immediately

You will be liable for all use of the Services using your MTA and for any and all stolen Services or unauthorized use of the Services. You agree to notify us immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the MTA is stolen or that your Services are being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the MTA theft or unauthorized use of the Services. If you fail to notify us in a timely manner, your Services may be terminated without Notice, with additional charges to you.

f. Limits on Your License to Use Comcast Firmware or Software

The Services and Comcast Equipment, including but not limited to any firmware or software embedded in the Comcast Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Comcast Equipment or used to provide the Services. You expressly agree that you will use the Comcast Equipment exclusively in connection with the Services. You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

If you decide to use the Services through an interface device not provided by Comcast, which Comcast reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights to use that interface device with the Services, including all software and firmware licenses. You will indemnify and hold harmless Comcast against any and all liability arising out of your use of such interface device with the Services.

g. Protection of Comcast's Information and Marks

All Comcast Service information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Comcast are and shall remain the exclusive property of Comcast. Nothing in this Agreement shall grant you the right or license to use any of the marks.

h. Export Laws

You expressly agree to comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations.

9. REPRESENTATIONS AND WARRANTIES OF CUSTOMER

You represent and warrant that you are at least 18 years of age.

You also represent and warrant that you have provided and will continue to provide to Comcast accurate, complete, and current Customer information, including but not limited to your legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). You agree that during the term of this Agreement you will promptly notify us if there is any change in the information that you have provided to us in accordance with the terms of this Agreement. If you fail to provide and maintain accurate information, you thereby breach this Agreement.

10. TERMINATION OF THIS AGREEMENT

a. Term

The term of this Agreement shall commence on the applicable Billing Commencement Date specified in Section 6.f and shall continue thereafter until terminated as provided for in this Agreement.

b. Termination by You

You may terminate this Agreement for any reason at any time by providing notice of termination to Comcast in one of three ways: (i) sending a written notice to the postal address specified in Section 14.a; (ii) sending an electronic notice to the e-mail address specified in Section 14.a; or (iii) calling our customer service line specified in Section 14.a during normal business hours. If you wish to transfer your phone number to another provider, you must follow the procedures in Section 11.b. All applicable fees and charges will accrue until the date of termination, but we will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due Comcast for the Services, affiliate services, equipment, or other applicable fees and charges).

c. Suspension and Termination by Comcast

We may suspend Service or terminate this Agreement for any reason. If we suspend Service or terminate this Agreement because you failed to comply in full with any term of this Agreement, we must first give you seven (7) days Notice, unless this Agreement expressly permits us to do so without Notice or with less than seven (7) days Notice. If we suspend Service or terminate this Agreement for any other reason, we must first give you thirty (30) days Notice. If we suspend Service or terminate this Agreement for a reason other than your violation of this Agreement, all applicable fees and charges will accrue until the date of suspension or termination, but we will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due Comcast for the Services, affiliate services, equipment, or other applicable fees and charges). You understand and acknowledge that all Comcast Digital Voice Services, including 911/E911, as well as all online features of the Services, where we make those features available, will be disabled if your account is suspended or terminated.

d. Your Obligations upon Termination

You agree that upon termination of this Agreement you will do the following:

- i. You will immediately cease use of the Services and all Comcast Equipment;
- ii. You will pay in full for your use of the Services and the Comcast Equipment up to the later of the effective date of termination of this Agreement or the date on which the Services are disconnected and all Comcast Equipment has been returned; and
- iii. You will return the Comcast Equipment to Comcast, by any method reasonably requested by us, within ten (10) days after termination of the Agreement. Upon our request, you will permit us and our employees, agents, contractors, and representatives to access your premises during regular business hours to remove the Comcast Equipment and other material provided by Comcast. We will conduct this removal at a time agreed on by you and us, and you will ensure that all Comcast Equipment is returned to Comcast. If any Comcast Equipment is not returned, you

agree that Comcast may bill you for the charges referred to in Section 3.c, including but not limited to charging your credit card, if applicable.

e. Retention of Rights

Nothing contained in this Agreement shall be construed to limit Comcast's rights and remedies available at law or in equity. Comcast and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other Customer information that is stored on Comcast's or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other Customer information.

11. TRANSFER OF YOUR PHONE NUMBER(S)

a. Switching to Comcast from Another Provider

If you are switching to our Service from another service provider, you may transfer your existing phone number (if any) to our Service, provided that the following conditions apply:

- i. You request the phone number transfer when you place your order for our Service.
- ii. Your current service provider releases your existing phone number, at our request, without delay and without imposing non-industry-standard charges on us.
- iii. Transfer of your existing phone number to our Service would not, in our view, violate applicable law or our processes and procedures.
- iv. You acknowledge and agree that if your MTA is self-installed (where we make that option available) and is set up before the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make limited *outgoing* calls over the phone that you have connected to the MTA. In that event, you should keep another phone connected to an existing phone extension at your service location or maintain a mobile telephone to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Service.
- v. You acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the MTA installed on or before the Port Effective Date. Your existing phone service for the number that you are transferring will be disconnected on the Port Effective Date; if your MTA is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number. Comcast will provide you with an estimate of the Port Effective Date at the time of service ordering or via e-mail following your completion of the ordering process.

b. Switching from Comcast to Another Provider

To transfer your phone number from Comcast to another service provider, you must place the order to transfer the Services through your new service provider (and not through Comcast). Comcast will release your phone number to your new service provider, provided that

- i. your new service provider submits a properly completed transfer request to Comcast;

- ii. your new service provider will accept transfer of the phone number without delay or charge to Comcast; and
- iii. transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.

c. Assignment of Telephone Numbers

If Comcast determines that your telephone number assignment does not conform with applicable industry guidelines, our internal policies, and/or the law, we reserve the right, with prior notice to you, to change the telephone number, without liability.

12. LIMITATION OF LIABILITY; INDEMNIFICATION; NO WARRANTIES; WARNINGS

a. Limited Warranty

THE COMCAST EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WARRANT THAT THE COMCAST EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED.

We will compensate you for a service interruption only if Services fail completely because of a technical malfunction for twenty-four (24) or more consecutive hours. In that case, your sole remedy, available upon your request, will be limited to a prorated credit against the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees). To qualify, you must request the credit from Comcast within thirty (30) days of the failure. Credits will be applied only against current and future fees payable by you for the Services. Any credits provided by Comcast are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Comcast.

b. Limitation of Comcast's Liability

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, COMCAST AND ITS ASSOCIATED PARTIES SHALL NOT UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS:

(i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) CUSTOMER'S RELIANCE ON OR USE OF THE COMCAST EQUIPMENT OR THE SERVICES OR (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION OF

THE COMCAST EQUIPMENT OR THE SERVICES OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, VOICEMAIL, OR OTHER INFORMATION OR DATA); OR

(ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE COMCAST EQUIPMENT OR THE SERVICES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

c. Limitations on Comcast's Liability for Directories and Directory Assistance

THE LIMITATIONS IN THIS SECTION 12.c SHALL APPLY WHERE WE MAKE AVAILABLE AN OPTION TO LIST YOUR NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR YOUR ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF CONDITIONS i – iii PERTAINS, THEN THE TOTAL LIABILITY OF COMCAST AND ITS ASSOCIATED PARTIES SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. YOU SHALL HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS IN i – iii ABOVE.

d. Customer's Indemnification of Comcast

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR YOUR AND YOUR USERS' USE OF THE COMCAST EQUIPMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY OR MEDICAL MONITORING SYSTEM. YOU AGREE THAT COMCAST SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE COMCAST EQUIPMENT OR THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.

e. Limitations on Comcast's Liability for Customer Equipment and Software

Customer Equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, and removal of the Comcast Equipment and the Services. Except for gross negligence or willful misconduct by us, neither Comcast nor any of its affiliates or agents shall have any liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by Comcast, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be your sole remedy relating to such activity.

When you use certain features of the Services, such as online features of the Services (where available), you may require special software, applications, and/or access to the Internet. Comcast makes no representation or warranty that any software or application installed on your

computer(s) or the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. NEITHER COMCAST NOR ITS ASSOCIATED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

Comcast does not represent, warrant, or covenant that the installation of the special software or applications described in the preceding paragraph or access to our web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER COMCAST NOR ITS ASSOCIATED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

f. Limitations on Comcast's Liability for Third Parties

Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Services, including without limitation their services, equipment, and infrastructure. Comcast is not responsible for the performance (or non-performance) of third-party services, equipment, or infrastructure, whether or not they constitute components of the Services. Comcast shall not be bound by any undertaking, representation, or warranty made by an agent or employee of Comcast or of our underlying third-party providers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. The limitations of liability set forth in Sections 12.b and 12.c apply to any acts, omissions, and negligence of Comcast and associated parties which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

g. Customer's Sole Remedies

Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast and its affiliates and agents is limited to the maximum extent permitted by law.

h. Regulatory Limitations

You understand and acknowledge that the Service may be subject to regulatory or tax treatment that differs from the regulatory or tax treatment applicable to traditional telephone service. This different treatment may limit or otherwise affect your rights of redress before federal or state regulatory or tax agencies.

i. Survival of Limitations

All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

NOTE TO CALIFORNIA CUSTOMERS: IF YOU ARE A COMCAST DIGITAL VOICE CUSTOMER IN CALIFORNIA, COMCAST WILL NOT SEEK TO ENFORCE SECTION 13 BELOW, UNLESS WE HAVE NOTIFIED YOU OTHERWISE.

13. 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 13 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 13, 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 13 (with the exception of the enforceability of the class action waiver clause provided in Section 13.e.ii below). “Dispute” is to be given the broadest possible meaning that will be enforced. As used in this Section 13, “Comcast” means the operating company subsidiary of Comcast IP Phone, Inc. 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 13, 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 13 and the rules of the arbitration organization chosen, the rules contained in this Section 13 shall govern. If the arbitration organization that you selected will not enforce this Section 13 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 13 and the rest of the Agreement, this Section 13 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 based 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 13), 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 6.J 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 13, COMCAST WILL PAY ALL FEES AND COSTS WHICH IT IS REQUIRED BY LAW TO PAY.

h. Severability

If any clause within this Section 13 (other than the class action waiver clause identified in Section 13.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 13 will be unenforceable, and the dispute will be decided by a court.

In the event that this entire Section 13 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 13, 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

THAT 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 13

This Section 13 shall survive the termination of your Service with Comcast.

14. MISCELLANEOUS

a. How to Contact Us

For any inquiries or notices required in connection with this Agreement, you may contact us (i) via e-mail at care_customer@cable.comcast.com (or such other e-mail address as Comcast may designate); (ii) in writing at Comcast Digital Voice, 943 N. Expressway #15, PMB 19, Brownsville, TX 78520; or (iii) on our customer service line at 1-800-COMCAST during normal business hours.

b. How You Will Receive Notices

COMCAST MAY DELIVER THIS AGREEMENT, UPDATES TO THIS AGREEMENT, THE PRICING LISTS, OR ANY OTHER REQUIRED OR DESIRED COMMUNICATIONS, DISCLOSURE OR NOTICE TO YOU BY POSTING THEM TO OUR WEBSITE LOCATED AT www.comcast.com/cdv/termsofservice (OR AT AN ALTERNATIVE SITE IF WE SO NOTIFY YOU), BY SENDING THEM VIA E-MAIL, U.S. MAIL, OR OVERNIGHT MAIL TO YOUR PHYSICAL ADDRESS OF RECORD OR THE E-MAIL ADDRESS ON COMCAST'S ACCOUNT RECORDS, OR BY DELIVERING THEM BY HAND (E.G., DURING THE TIME OF INSTALLATION OF THE SERVICE) ("NOTICE"). YOU AGREE THAT ANY ONE OF THE FOREGOING WILL CONSTITUTE SUFFICIENT NOTICE.

IF YOU WISH TO VIEW OR PRINT OUT AN ELECTRONIC NOTICE, YOU WILL NEED THE HARDWARE AND SOFTWARE DESCRIBED BELOW UNDER THE SECTION ENTITLED "YOUR SYSTEM REQUIREMENTS." TO PRINT OUT AN ELECTRONIC NOTICE, USE THE PRINT BUTTON ON YOUR BROWSER, OR TO RECEIVE A HARD COPY OF AN ELECTRONIC NOTICE AT NO CHARGE, CONTACT US AS DESCRIBED IN SECTION 14.a.

YOU HAVE THE RIGHT, WITHOUT PENALTY, TO WITHDRAW YOUR CONSENT TO RECEIVE NOTICE IN THE MANNER DESCRIBED ABOVE, BUT IF YOU DO, WE WILL TERMINATE THE SERVICES.

USE THE PROCEDURES LISTED IN SECTION 14.a TO CONTACT US TO WITHDRAW YOUR CONSENT, TO OBTAIN AT NO CHARGE HARD COPIES OF ANY DOCUMENTS WE PROVIDED ELECTRONICALLY, OR TO PROVIDE US WITH UPDATED INFORMATION WITH WHICH TO CONTACT YOU.

BECAUSE WE MAY FROM TIME TO TIME USE THE METHODS DESCRIBED ABOVE TO NOTIFY YOU ABOUT IMPORTANT INFORMATION REGARDING THE SERVICES, THIS AGREEMENT, AND RELATED MATTERS, YOU AGREE TO CHECK YOUR POSTAL MAIL, E-MAIL, AND ALL POSTINGS ON OUR WEBSITE AT www.comcast.com/cdv/termsofservice (OR AT AN ALTERNATIVE SITE IF WE SO NOTIFY YOU) REGULARLY. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU BEAR THE RISK OF FAILING TO DO SO.

c. Your System Requirements

To view this Agreement online, receive electronic Notices, and to access and retain electronic Notices and other records in connection with the Services, you must have the necessary computer hardware and software (“system requirements”).

By using the Service, you represent to us that you satisfy the system requirements of this Section 14.c.

TO PRINT OR DOWNLOAD ELECTRONIC NOTICES, YOU MUST HAVE A PRINTER CONNECTED TO YOUR COMPUTER OR SUFFICIENT HARD-DRIVE SPACE TO SAVE THE NOTICES.

d. No Relationship Between Comcast and Other Providers

Nothing in this Agreement will create any joint venture, joint employer, franchisor-franchisee, employer-employee, or principal-agent relationship between Comcast and any providers of content or of backbone, network, circuit, and other technology or communications; between Comcast and any software and other licensors; between Comcast and any hardware and equipment suppliers; or between Comcast and any other third-party providers of elements of the Services. Nothing in this Agreement will impose upon any such companies any obligations for any losses, debts, or other obligations incurred by the other.

e. Assignment of This Agreement to Other Parties

Comcast may assign its rights and obligations under this Agreement, without Notice, to (i) any affiliate of Comcast; (ii) any party (or its affiliate) acquiring all or substantially all of the assets or stock, by merger, or otherwise, of Comcast or any affiliate of Comcast; or (iii) any person or entity purchasing or otherwise acquiring the affiliated Comcast video system serving the Premises. You may not assign or transfer this Agreement without Comcast's prior consent.

f. General

This Agreement and the Pricing Lists, which are incorporated herein by reference, constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and they supersede and replace any and all prior written or verbal agreements. If there is a conflict between this Agreement and our Pricing Lists, the terms and conditions of Pricing Lists shall take precedence in the resolution of the conflict. If any portion of this Agreement and/or the Pricing Lists is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Comcast's failure to insist upon or enforce strict performance of any provision of this Agreement or the Pricing Lists shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement or the Pricing Lists.

g. Comcast's Changes to the Services and the Agreement

Unless this Agreement specifies otherwise, we will give you thirty (30) days prior Notice of any modification to this Agreement. If this Agreement specifies a different notice period for a particular change, we will give you the specified prior Notice; however, you will receive no prior Notice of any change that this Agreement specifies that we may make without Notice. Comcast may, in its sole discretion, change, add to, or remove portions of the Services (including but not

limited to features and equipment requirements) at any time without Notice. If you continue to use the Services after any modification of this Agreement or the Services, you shall be deemed to have accepted the modification. If you do not agree to any modifications, you must immediately stop using the Services and notify Comcast that you are terminating this Agreement. You will then be entitled to a refund of any unused portion of any recurring monthly service fee for the Services that has been paid by you in advance (less any outstanding amounts due Comcast and/or its affiliates for equipment or other applicable fees and charges).

[END]