

**SECOND AMENDMENT TO
LOCAL INTERCONNECTION SERVICE AGREEMENT
BETWEEN
COMCAST PHONE, LLC AND COMCAST PHONE II, LLC
AND COMCAST IP PHONE, LLC**

THIS SECOND AMENDMENT TO THE LOCAL INTERCONNECTION SERVICES AGREEMENT ("Amendment") is entered into as of the 1st day of November, 2009 ("Amendment Effective Date"), by and between Comcast Phone, LLC and Comcast Phone II, LLC, on behalf of its telephone operating subsidiaries ("Comcast") and Comcast IP Phone, LLC, on behalf of itself and its affiliates ("Customer").

RECITALS

WHEREAS, Comcast and Customer are Parties to a Local Interconnection Service Agreement ("Agreement") made as of May 15, 2008, and First Amendment thereto made as of February 1, 2009;

WHEREAS, Comcast has revised its terms and conditions for local interconnection service ("LIS") as of the Amendment Effective Date; and

WHEREAS, Customer has elected to amend the Agreement to accept the revised terms and conditions;

AMENDMENT

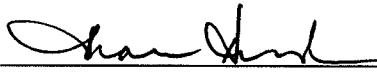
NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

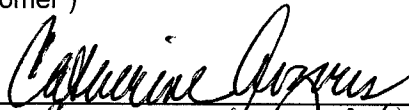
- 1.1 The operating entities of Comcast shall be set out in Attachment 1 to the Amendment.
- 1.2 In the second paragraph of the Agreement after "(collectively, 'Tariff')", insert the following sentence: "In Vermont, the term Tariff exclusively refers to the Local Interconnection Service Guide posted at <http://www.comcast.com/MediaLibrary/1/1/About/PhoneTermsOfService/PDF/DigitalPhone/StateTariffs/Vermont/VT%20LIS%20Service%20guide.pdf>."
- 1.3 Section 5.12(A) of the Agreement shall be deleted in its entirety and replaced with the following new Section 5.12(A): "General Rule. Except for the indemnity obligations of Section 5.4, Comcast's liability to Customer for any loss relating to or arising out of Comcast's performance under this Agreement, including any negligent act or omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement, shall not exceed in total the amount the allegedly liable party (i.e., Comcast) has charged or would have charged Customer for the services or functions that were not performed or were improperly performed, or, if that amount is not readily ascertainable, the amount billed by the allegedly liable party to Customer for all activities under this Agreement in the month prior to the month in which the alleged liability arose."

IN WITNESS WHEREOF, each Party has executed this Amendment and it shall be effective upon Amendment Effective Date.

COMCAST PHONE, LLC, and COMCAST PHONE II, LLC ("Comcast")

By 
Name Sharon Desmond
Title SVP Revenue & Business Operations

COMCAST IP PHONE, LLC on behalf of itself and its affiliates listed in Exhibit A to the Agreement ("Customer")

By 
Name CATHERINE O'GARRA
Title SVP/GM Voice Service

ATTACHMENT 1

Comcast Phone of Alabama, LLC
Comcast Phone of Arizona, LLC
Comcast Phone of Arkansas, LLC
Comcast Phone of California, LLC
Comcast Phone of Central Indiana, LLC
Comcast Phone of Colorado, LLC
Comcast Phone of Connecticut, Inc.
Comcast Phone of D.C., LLC
Comcast Phone of Delaware, LLC
Comcast Phone of Florida, LLC
Comcast Phone of Georgia, LLC
Comcast Phone of Illinois, LLC
Comcast Phone of Kansas, LLC
Comcast Phone of Kentucky, LLC
Comcast Phone of Louisiana, LLC
Comcast Phone of Maine, LLC
Comcast Phone of Maryland, Inc.
Comcast Phone of Massachusetts, Inc.
Comcast Phone of Michigan, LLC
Comcast Phone of Minnesota, Inc.
Comcast Phone of Mississippi, LLC
Comcast Phone of Missouri, LLC
Comcast Phone of New Hampshire, LLC
Comcast Phone of New Jersey, LLC
Comcast Phone of New Mexico, LLC
Comcast Phone of New York, LLC
Comcast Phone of North Carolina, LLC
Comcast Phone of Northern Maryland, Inc.
Comcast Phone of Northern Virginia, Inc.
Comcast Phone of Ohio, LLC
Comcast Phone of Oregon, LLC
Comcast Phone of Pennsylvania, LLC
Comcast Phone of South Carolina, LLC
Comcast Phone of Tennessee, LLC
Comcast Phone of Texas, LLC
Comcast Phone of Utah, LLC
Comcast Phone of Vermont, LLC
Comcast Phone of Virginia, LLC
Comcast Phone of Washington, LLC
Comcast Phone of West Virginia, LLC
Comcast Phone of Wisconsin, LLC