

COMCAST PHONE OF MINNESOTA, INC.

EXCHANGE SERVICES PRICE LIST

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Issued: February 14, 2003

Effective: February 14, 2003

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 GENERAL

The Company shall comply with all rules and regulations issued by the Commission and deemed applicable to nonincumbent local exchange companies. In addition, the General Regulations set forth below apply to all services offered throughout this Price List unless otherwise specified in the service specific section of this Price List.

2.1.1 DEFINITION OF TERMS

Building

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

Central Office (CO)

A switching unit in a telecommunications system which provides service to the general public and which has the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks. There may be more than one central office in a building.

Channel

The individual segment(s) of a circuit

Circuit

Facilities and/or equipment necessary to provide a specific service.

Commission

The Minnesota Public Utilities Commission.

Company

Comcast Phone of Minnesota, Inc., d/b/a Comcast Digital Phone, the issuer of this Price List.

Customer

A person, firm or corporation who contracts with the company and is responsible for payment of charges and the compliance with the rules and regulations of the company.

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2.1 GENERAL

2.1.1 DEFINITION OF TERMS (Cont'd)

Customer Provided Equipment (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Digital

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Delinquent Account

A bill rendered to a customer for basic local exchange service that remains unpaid at least one day after the due date of the bill.

End User

Any customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes.

Exchange Area

A geographic area as described in maps, price lists, tariffs or rate schedules filed with the Commission and used to define a Local Calling Area.

Exchange Access Line

A path capable of transmitting signals within the range of the service offering, e.g., a Voiceband transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

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2.1 GENERAL

2.1.1 DEFINITION OF TERMS (Cont'd)

Exchange Service

The provision to the customer of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (Exchange Access Line) between the central office and the customer's premises.

Facilities

Supplemental equipment, apparatus, wiring, cables and other materials and mechanisms necessary to or furnished in connection with communications service.

Final Account

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

Service furnished at a fixed monthly rate.

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2.1.1 DEFINITION OF TERMS (Cont'd)

Individual Case Basis (ICB)

A condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Price List are developed based on the circumstances in each case.

Interexchange Carrier (IC) or Interexchange Common Carrier

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire, fiber optics or radio between two or more exchanges.

Interface

That point on the premises of the customer at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Call

A call made between exchanges or locations for which no toll rate applies.

Local Calling Area

A geographic area encompassing one or more Exchange Areas as described in maps, tariffs, price lists or rate schedules filed with the Commission.

Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of high-quality, 2-way interactive switched voice or data communication.

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2.1 GENERAL

2.1.1 DEFINITION OF TERMS (Cont'd)

Monthly Rate

A recurring charge, for a period of thirty days, made in conjunction with the provisions of a service.

Move

A change in the physical location of either the point of termination at the customer's designated premises or the customer's premises.

Network

The transmission capacity of non-switched, point-to-point telecommunications systems which are presently comprised largely of metallic wire and fiber optic transmission means.

Nonrecurring Charge

A onetime charge made under certain conditions to recover all or portion of the cost of installing facilities or providing service.

Premises

A building, portion of a building in a multitenant building or buildings on continuous property (except railroad right-of-way, etc.) not separated by a public highway. It may also denote a customer-owned enclosure or utility vault located above ground or underground on private property or on customer acquired right-of-way. This term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

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2.1.1 DEFINITION OF TERMS (Cont'd)

Referral Period

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

Service Area

One or more cities or townships in which local exchange telecommunication services are offered by the Company.

Signaling

The process of passing information, identifying the called customer or addressee and for supervising and controlling the connection once it has been established.

Station

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Termination of Service

Discontinuance of both incoming and outgoing service.

Toll Call

Any call extending beyond the local calling area of the origination caller which is rated on a toll schedule by a toll provider.

User

A customer or any other person authorized by a customer to use service provided under this Price List.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

- A. These terms and conditions are added to those pertaining to specific service items in other sections. Any change in rates or terms and conditions approved by appropriate governmental authority modifies all service terms and conditions to the extent applicable.

Where Exchange Service is provisioned using facilities of another provider, the service is also subject to the terms and conditions of the other provider.

- B. Service Areas and Availability

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities without unreasonable expense, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

- C. Local Calling Areas

The Company will use Qwest's, designated exchange boundaries and local calling areas (including EAS increments) for the Company's local calling areas. Note that although some Service Areas bear the same or a similar name to that of a city or township, their boundaries are not identical.

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Effective: January 10, 2008

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

D. Maps and Descriptions

Maps of the Company's Service Areas are on file with the Minnesota Public Utilities Commission. The Company's service area includes the communities of:

Afton	[1,g]	Lilydale	[1,f]
Andover	[1,b]	Little Canada	[1,e]
Anoka	[1,d]	Mahtomedi	[1,e]
Arden Hills	[1,e]	Maplewood	[1,b]
Bayport	[1,f]	Medicine Lake	[1,g]
Baytown Township	[1,f]	Mendota	[1,g]
Birchwood	[1,f]	Mendota Heights	[1,d]
Blaine	[1,b]	Moundsview	[1,e]
Brooklyn Center	[1,c]	New Brighton	[1,d]
Brooklyn Park	[1,b]	New Hope	[1,d]
Burnsville	[1,d]	Newport	[1,e]
Centerville	[1,f]	North Oaks	[1,f]
Circle Pines	[1,e]	North St. Paul	[1,e]
Champlin	[1,d]	Oak Park Heights	[1,e]
Columbia Heights	[1,d]	Oakdale	[1,c]
Coon Rapids	[1,b]	Pine Springs	[1,g]
Cottage Grove	[1,b]	Plymouth	[1,a]
Crystal	[1,d]	Ramsey	[1,d]
Dellwood	[1,f]	Robbinsdale	[1,e]
Denmark Township	[1,g]	Roseville	[1,c]
Eagan	[1,a]	Saint Anthony	[1,f]
Falcon Heights	[1,f]	St. Croix Beach	[1,f]
Gem Lake	[1,g]	St. Mary's Point	[1,f]
Golden Valley	[1,c]	St. Paul	[1,g]
Grant	[1,f]	St. Paul Park	[1,e]
Grey Cloud	[1,g]	Shoreview	[1,c]
Ham Lake	[1,e]	South Saint Paul	[1,c]
Hugo	[1,d]	Spring Lake Park	[1,f]
Hilltop	[1,g]	Stillwater	[1,d]
Inver Grove Heights	[1,b]	Stillwater Township	[1,g]
Lake Elmo	[1,e]	Sunfish Lake	[1,g]
Lakeland	[1,f]	Vadnais Heights	[1,d]
Lakeland Shores	[1,g]	West Lakeland	[1,f]
Landfall	[1,g]	West Saint Paul	[1,c]
Lauderdale	[1,f]	White Bear Lake	[1,e]
Lexington	[1,f]	White Bear Township	[1,e]
Lino Lake	[1,c]	Willernie	[1,g]
		Woodbury	[1,a]

(C)

(C)

[1] Residential exchange service is discontinued January 10, 2008. To facilitate a smooth transition, remaining subscribers will be placed in a soft dial tone status on the following community timeline: (a) 1/10/08, (b) 1/14/08, (c) 1/16/08, (d) 1/21/08, (e) 1/23/08, (f) 1/28/08, (g) 1/30/08.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.1 OBLIGATION OF THE COMPANY

A. Terms and Conditions

1. The Company's obligation to furnish facilities and service is dependent upon its ability to:
 - Secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment;
 - Secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or
 - Secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.
 - Secure and retain necessary network capacity on the Company's own network and facilities or service capacity of other carriers as required at the sole discretion of the Company.
2. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property, service, or economic conditions.
3. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.2 CLASSIFICATION OF SERVICE

A. Terms and Conditions

1. Service is classified as residential service when the following conditions exist:
 - When the service is furnished at a location used primarily for domestic purposes; a residence typically contains cooking and sleeping facilities.
 - Residential service will be allowed for individual rooms at group homes, e.g., fraternities, sororities, patient rooms at retirement homes, boarding houses when service to the rooms is not provided through a reseller of local exchange service, if the listing is in an individual's name.
 - Residential service will be allowed in church living quarters and the clergy person's private study if the listing is in an individual's name.
2. Service is classified as business service when it is provided at a business location.

2.2.3 LIMITATIONS OF USE OF SERVICE

A. Terms and Conditions

- The Company reserves the right to limit the use of communication services when emergency conditions cause a shortage of facilities.
- Where a shortage of channels exists at any time either for temporary or protracted periods, the services offered herein will be provided to customers on a first come, first served basis.

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2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.4 OWNERSHIP OF EQUIPMENT

A. Terms and Conditions

1. Facilities, such as equipment, instruments or lines furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence or willful misconduct. These facilities are provided upon the condition that they must be installed, relocated (except as specified elsewhere) and maintained by the Company. The Company's agents and employees may enter the premises at any reasonable hour for the purpose of installing, inspecting, or repairing the facilities. They may also enter the premises upon termination or cancellation of the service for the purpose of removing the equipment, instruments or lines.
2. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.1 DEPOSITS

A. Advance Payment

1. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.
2. Federal, State or Municipal governmental agencies may not be required to make advance payments.

B. Deposit

1. When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. When a deposit is required, the Company shall explain in writing why the deposit is required and under what conditions, if any, the deposit will be diminished upon its return.
2. The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with the Company. The Company may, at its sole discretion, determine whether a customer has established good credit, except as herein restricted:
 - a. A customer, who in the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
 - b. The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this section.
 - c. The Company shall not use credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the written permission of the customer. Any credit history so used shall be made available to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.1 DEPOSITS

B.2. (Cont'd)

- d. Qualifying applicants for Lifeline Service may initiate service without paying a deposit if they voluntarily elect to have Toll Blocking on their line. Toll Blocking will be provided at no charge to Lifeline customers.

3. Interest

Interest on deposits in excess of \$20.00 shall be paid at the rate of five (5) percent per year. Interest shall be payable from the date of deposit to the date of refund or disconnection. (C)

4. Return of Deposit

- a. When an application is cancelled prior to the establishment of service, the deposit will be returned, less any charges due the Company.
- b. Any deposit shall be refunded to the customer upon completion of twelve months' of satisfactory payment history. The Company may at its option either credit the amount on the customer's bill or refund the deposit by direct payment.
- c. When service is terminated, the deposit will be credited to the final bill and the balance, if any, returned to the customer

C. Guarantee of Payment

1. The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than twelve (12) months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon sixty (60) days' written notice to the utility. Upon termination of a guarantee contract or whenever the utility deems the existing contract insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.
2. The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Minnesota Rules. The utility shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE (Cont'd)

2.3.2 PAYMENT OF BILLS

A. Terms and Conditions

- The customer shall be responsible for placing all orders for service, paying all charges offered herein and complying with Company regulations.
- Charges for facilities and service are due monthly. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company.

2.3.3 ADJUSTMENT OF CHARGES

A. Interruption of Service

1. Except as otherwise provided in this Price List, in the event of an interruption of service which is not due to the negligence or willful act of the customer, upon notice and application by the customer an allowance will be made for the time interruption continues pursuant to the following formula:
 - a. No adjustment shall be made for an interruption of less than 24 hours.
 - b. If the duration of the outage is more than 24 hours, the appropriate credit shall be the prorated amount of the customer's monthly service rate.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.3 ADJUSTMENT OF CHARGES (Cont'd)

B. Billing Errors

1. Adjustment of charges will be made when billing errors are brought to the attention of the Company. All requests for adjustments must be made in writing to the Company within two years after the date when the bill that the customer seeks to adjust was rendered. No refunds will be made for billing errors that occurred more than two years before the date a customer makes a written request for adjustment. This limitation does not apply to refunds made pursuant to a Commission Order or a settlement with the Commission, the Department of Public Service or the Attorney General.
2. The customer will be liable for net under-billed service for one year from the date that the service was provided or a bill for that service was rendered, whichever is later. This limitation does not apply when the customer obtained the service by fraud or deception.

2.3.4 DISPUTED BILLS

- A. The customer may dispute a bill by promptly notifying the Company. Unless such notice is received in a timely manner, the bill statement shall be deemed to be correct and payable in full by the customer. If the customer disputes only a portion of a bill statement, the customer is obligated to make timely payment of the undisputed portion of the bill. For purposes of this 2.3.4, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as set forth in 2.3.5, following.
2. In the event that a billing dispute is resolved in favor of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the customer shall pay the late payment charge.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.4 DISPUTED BILLS (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill, the Company will credit the customer's account for any overpayment (with simple interest paid at the rate paid on United States savings bonds, series EE) in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the customer with simple interest paid at the rate paid on United States savings bonds, series EE.
4. All adjustments or refunds provided by the Company to the customer at the customer's request, or provided by the Company to the customer by way of compromise of a billing dispute, and which are accepted by the customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the customer's claims for the billing period for which the adjustment or refund was issued.

D. Unresolved Billing Disputes

1. If the Company and the customer are unable to informally resolve a dispute, the customer may file a formal complaint with:

Minnesota Public Utilities Commission
Consumer Affairs Office
121 Seventh Place East, Suite 350
St. Paul, MN 55101-2147
Telephone 651-296-0406
Toll Free 1-800-657-3782
TTY 651-297-1200

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE (Cont'd)

2.3.5 LATE PAYMENT CHARGE

A. Terms and Conditions - End User Accounts

- Customer bills for service are due on the due date specified on the bill. If payment is not received by the specified date, a late payment charge will be applied to all amounts previously billed.
- Customer bills will be considered rendered on the date of physical mailing by the Company with the U.S. Post Office or other courier service.
- A late payment charge does not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to a late payment charge if unpaid and carried forward to the next bill.
- A late payment charge does not apply to final accounts, or where prohibited by law.
- The late payment charge is a percentage of the unpaid balance as specified, preceding.

B. Charge

PERCENTAGE

- Late Payment Charge 5.0% (C)

2.3.6 RETURNED CHECK CHARGE

A. Terms and Conditions

When a customer presents a check to the Company in payment for charges and the bank returns the check, the customer shall be responsible for the payment of a Returned Check Charge. This charge will be in addition to any charges assessed by any bank.

B. Charge

**NONRECURRING
CHARGE**

- Returned Check, each \$20.00

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 SERVICE DISCONNECTION AND RESTORATION

2.4.1 DISCONNECTION OF SERVICE

- A. Service may be discontinued or temporarily suspended by the Company without notice to the customer under the following conditions:
 - B. Without incurring liability, and upon 5 days written notice to the customer (excluding Sundays and legal holidays), the Company may discontinue the provision of service to a customer or to a particular customer location, or may withhold the provision of ordered or contracted services:
 - 1. for failure of the customer to pay a bill for service when due;
 - 2. for failure of the customer to meet the Company's deposit and credit requirements;
 - 3. for failure of the customer to make proper application for service;
 - 4. for the customer's violation of any of the Company's rules on file with the Commission;
 - 5. for failure of the customer to provide the Company reasonable access to its equipment and property;
 - 6. for the customer's breach of the contract for service between the Company and the customer;
 - 7. for a failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service; or
 - 8. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.
- C. Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

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2.4 SERVICE DISCONNECTION AND RESTORATION (Cont'd)

2.4.2 SERVICE RESTORATION

- A. During a period of suspension as described in 2.4.1, preceding, the Company shall restore service promptly, but not later than one working day after the Customer's request, when the cause for the interruption of service has been cured or credit arrangements satisfactory to the Company have been made.
- B. Any payments required for service restoration may be made by the customer in any reasonable manner. Payment by personal check may be refused by the provider if the customer has tendered payment in this manner and the check has been dishonored during the last three years, excluding bank error.
- C. Before restoring service, the Company may require one or more of the following:
 - 1. Payment of the total amount due on all of the Customer's delinquent accounts for basic local exchange service and regulated toll service owed to the Company.
 - 2. An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service.
 - 3. Payment of a restoral charge as set forth in 3.2.4, following.
 - 4. Payment of a security deposit or guarantee as set forth in 2.3.1.

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2.5 LIMITATIONS OF LIABILITY

A. Terms and Conditions

1. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.3.3. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company.
2. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Price List. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Price List, and subject to the provisions of 2.3.3 the Company's liability, if any, shall be limited as provided herein.

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2.5 LIMITATIONS OF LIABILITY

A. Terms and Conditions (Cont'd)

3. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other Minnesota government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
4. The Company shall not be liable for:
 - Any act or omission of any entity furnishing the Company or the Company's customers facilities or equipment used for or with the services the Company offers; or
 - For the acts or omissions of other common carriers or warehouse personnel.
5. The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided equipment or facilities.
6. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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2.5 LIMITATIONS OF LIABILITY

A. Terms and Conditions (Cont'd)

7. The Company shall not be liable for any defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
8. Notwithstanding the customer's obligations as set forth in 2.6.2, the Company shall be indemnified, defended, and held harmless by the customer or by others authorized by it to use the service against any claim, loss or damage arising from customer's use of services furnished under this Price List, including:
 - Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service;
 - Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the customer or others, and
 - All other claims arising out of any act or omission of the customer or others, in connection with any service provided by the Company pursuant to this Price List.
9. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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2.5 LIMITATIONS OF LIABILITY

A. Terms and Conditions (Cont'd)

10. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
11. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with Company services.
12. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
13. The Company shall not be liable for the customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Company's network. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in 2.6.2, following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other customers. If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to their customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon satisfaction of the Commission's notice requirement, terminate the customer's service without liability.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.5 LIMITATIONS OF LIABILITY

A. Terms and Conditions (Cont'd)

14. With respect to Emergency 911 Service:

- a. This service is offered solely as an aid in handling Emergency 911 calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by:

- Mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or
- Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

- b. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 service features and the equipment associated therewith, or information furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.

- c. When a customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 service upon request of such governmental authority. By subscribing to service under this Price List, customer acknowledges and agrees with the release of information as described above.

15. The Company's liability arising from errors or omissions in directory listings, other than charged listings, shall be limited to the amount of actual impairment to the customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged directory listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error omission occurs.

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2.5 LIMITATIONS OF LIABILITY

A. Terms and Conditions (Cont'd)

16. In conjunction with a nonpublished telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will not be liable for the disclosure of a nonpublished telephone number.
17. The Company shall not be liable for any act or omission concerning the selection of an interexchange carrier as described in 3.2.7.
18. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 RESPONSIBILITIES OF PARTIES

2.6.1 COMPANY RESPONSIBILITY

A. Terms and Conditions

1. All ordinary expense of maintenance and repair in connection with service provided by the Company is borne by the Company unless otherwise specified. (T)
2. Unless otherwise specified, equipment and or wiring to the Network Interface furnished by the Company on customers' premises shall be and remain the property of and must be installed, relocated, and maintained by the Company. (T)
3. Company agents and employees shall have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, or repairing the facilities, or for the purpose of disconnecting service. (T)
4. The Company is not obligated to provide service to any person under any name if an outstanding bill exists at the service address and the customer responsible for that bill still resides at the address. (N)
|
(N)

2.6.2 CUSTOMER RESPONSIBILITY

A. Terms and Conditions

1. Transmission of Messages

The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright from the use of material transmitted over its facilities or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

2. Hazardous/Inaccessible Locations

In areas the Company considers hazardous or inaccessible to its employees, the customer may be required to furnish, install and maintain the facilities and/or equipment. Such installations must meet Company specifications and comply with all applicable local and national codes.

3. Lost and Damaged Equipment

The customer shall be responsible for damages to facilities of the Company caused by the negligence or willful act of the customer.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 RESPONSIBILITIES OF PARTIES

2.6.2 CUSTOMER RESPONSIBILITY

A. Terms and Conditions (Cont'd)

4. Substitution, Change or Rearrangement of Equipment or Facilities

The Company may, where reasonably required in the operation of its business, substitute, change or rearrange any facilities, equipment, or software used in providing service. The customer will be responsible for the modification or alteration of CPE rendered obsolete due to the substitution, change or rearrangement.

5. Building Space and Electric Power Supply

The customer is required to provide adequate building space, commercial power, lighting and atmospheric control for the proper installation, operation and maintenance of the telephone equipment and facilities on the customer's premises.

6. Maintenance and Repair

The customer is responsible for the payment of a maintenance of service charge (premises work charge) for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer equipment or system.

7. Compatibility

The customer is required to ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage Company equipment, injure its personnel or degrade service to other customers.

8. Conduct

The customer shall not establish a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

(N)

(N)

2.7 SPECIAL TAXES, FEES AND CHARGES

When practicable, any taxes or fees imposed on the Company by any taxing authority or governmental agency, may be billed on a pro rata basis to the Company's customers in the area the taxes or fees are imposed.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.8 SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is construction:

- Provided in advance of its normal time interval;
- Completed on an expedited basis;
- Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- Of a type other than that which the Company would normally utilize in the furnishing of its services;
- Over a route other than that which the Company would normally utilize in the furnishing of its services;
- In a quantity greater than that which the Company would normally construct;
- Provided on a temporary basis until permanent facilities are available; or
- Involving abnormal costs.

2.8.1 BASIS FOR CHARGES

Where the Company furnishes a facility or service for which a rate or charge is not specified in this Price List, charges will be based on the costs incurred by the Company and may include:

- Nonrecurring charges;
- Recurring charges;
- Termination liabilities; or
- Combinations thereof.

2.8.2 TERMINATION LIABILITY

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

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2.9 GOVERNING LAW

This Price List will be interpreted and governed by the laws of the State of Minnesota without regard for the state's choice of laws provisions.

2.10 TELECOMMUNICATIONS RELAY SERVICE

Telecommunications Relay Service enables deaf, hard-of-hearing or speech-impaired persons to use a text telephone or similar device to communicate freely with the hearing population using the text telephone and vice versa. Telecommunications Relay Service is accessed by dialing a toll-free telephone number (e.g. 800). The Company does not impose any charge to end users for access to Telecommunications Relay Service; however, persons using this service are liable for applicable per call/increment charges.

2.11 TRANSFERS AND ASSIGNMENTS

Neither the Company nor the customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- To any subsidiary, parent company or affiliate of the Company; or
- Pursuant to any sale or transfer of substantially all of the assets of the Company; or
- Pursuant to any financing, merger or reorganization of the Company.