

Issued: February 10, 2006

Effective: February 17, 2006

**THIS TARIFF REPLACES COMCAST BUSINESS COMMUNICATIONS
ACCESS TARIFF B.P.U. – N.J. NO. 4 IN ITS ENTIRETY**

TARIFF SCHEDULES

Applicable to

ACCESS SERVICE

of

COMCAST BUSINESS COMMUNICATIONS, LLC

within the

STATE OF NEW JERSEY

ISSUED BY:
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COMCAST BUSINESS COMMUNICATIONS, LLC
1500 MARKET STREET
PHILADELPHIA, PA 19102

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(D)
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(D)

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1. APPLICATION OF TARIFF

1.1. GENERAL

This tariff applies to intrastate Access Service supplied by the Company to Customers. (T)
(T)

The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service (N)
(N)

The provision of Access Service is subject to existing regulations and terms and conditions specified in this Tariff as well as in the Company's other current Tariffs, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as may be prescribed by the New Jersey Board of Public Utilities.

1.2. TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are as follows:

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
 - (D) To signify discontinued material, including listing, rate, rule or condition.
 - (I) To signify increase.
 - (N) To signify new material including listing, rate, rule or condition.
 - (R) To signify reduction.
 - (T) To signify change in wording of text but not change in rate, rule or condition.
-

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1. APPLICATION OF TARIFF

1.3. DEFINITIONS

Access Code

A uniform code assigned by the Company to an individual customer. The code has the form 10XXX, 10XXXXXX, 950-0XXX, or 950-1XXX.

Access Minutes

The usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Tandem

A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

(D)

(D)

Board

The New Jersey Board of Public Utilities.

B.P.U.

The New Jersey Board of Public Utilities.

Call

A customer attempt for which the complete address code is provided to the service end office.

1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

Central Office

A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel

A communications path between two or more points of termination.

Common Carrier

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

(D)

(D)

Company

Comcast Business Communications, LLC and its affiliate companies.

(T)

1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

Customer

The term "Customer" (when capitalized) denotes any person, firm, partnership, cooperation or other entity that uses service under the terms and conditions of this Tariff and is responsible for the payment of charges.

(C)

(C)

(D)

(D)

End Office

With respect to each 101-XXXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that 101-XXXX code in the Local Exchange Routing Guide, issued by Telcordia. Services provided at a Trunk Gateway location (as defined elsewhere) are the functional equivalent of services provided at an End Office location.

(C)

(C)

End User

The term "End User" means any wholesale or retail customer that is not a carrier. The term "End User" may also refer to origination or termination locations accessed via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected or non-interconnected VoIP service.

(C)

(C)

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1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

Exchange

A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

(D)

(D)

Interconnected VoIP Service

An interconnected VoIP service is a service that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection from the user's location; (iii) requires internet protocol-compatible customer premises equipment (CPE); and (iv) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

(N)

(N)

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 Calling Area

A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.

Message

A Message is a Call as defined above.

Point of Termination

The point of termination within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of termination is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the FCC's Rules and Regulations.

(T)

(T)

(T)

1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

Presubscription

An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) it wishes to access, without an Access Code, for completing long distance calls. The selected IXC is referred as the End User's Primary Interexchange Carrier (PIC).

(D)

(D)

Trunk

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Gateway

The point of interface between the Public Switched Telephone Network (PSTN) trunk facility and the Company defined by CLLI codes assigned to the Company, as reflected in the LERG. Services provided at a Trunk Gateway location are the functional equivalent of services provided at an End Office location.

(N)

(N)

(D)

(D)

1. APPLICATION OF TARIFF

1.4. EXPLANATION OF ABBREVIATIONS

ANI	- Automatic Number Identification	(D)
BPU	- Board of Public Utilities	(D)
CLLI	Common Language Location Identifier	(D) (N)
FCC	- Federal Communications Commission	(D) (D)
ICB	- Individual Case Basis	(D)
LATA	- Local Access and Transport Area	(N)
LERG	- Local Exchange Routing Guide	(D)
MOU	- Minutes of Use	(D)
NECA	- National Exchange Carrier Association	(D)
NPA	- Numbering Plan Area	(D)
PIU	- Percentage of Interstate Usage	(N)
PSTN	- Public Switched Telephone Network	(N)
VoIP	- Voice over Internet Protocol	(N)

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. SCOPE

The Company undertakes to furnish Switched Access Service in accordance with the terms and conditions set forth in this Tariff.

2.1.2. SHORTAGE OF FACILITIES

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3. TERMS AND CONDITIONS

- A. The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. In addition to the one (1) month minimum, termination liabilities may apply to early cancellation of a service purchased under a Term Agreement. (C)
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company. (C)
- C. Orders for Switched Access are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this Tariff takes place, upon the routing of calls by the Customer to and from the Company. (N)
(N)
- D. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award. (T)
- E. The Company shall comply with all rules and regulations issued by the B.P.U.. In addition, the Regulations set forth herein apply to all services offered throughout this Tariff unless otherwise specified in the service specific section of this Tariff. (T)

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.3. TERMS AND CONDITIONS (CONT'D)

(D)

(D)

F. Use of Service

The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

(T)

The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders and decisions.

The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

(T)

(D)

(D)

Recording of telephone conversations of service provided by the Company is prohibited except as authorized by applicable federal, state and local laws.

G. Ownership of Facilities

The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

(T)

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2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.3. TERMS AND CONDITIONS (CONT'D)

H. Interconnection

The Company will provide for interconnection with other carriers in accordance with the rules and regulations promulgated by the B.P.U..

- I. Service may be terminated upon written notice to the Customer if:** (T)
 - 1. The Customer is using the service in violation of this tariff; or (T)
 - 2. The Customer is using the service in violation of the law. (T)
- J. This tariff shall be interpreted and governed by the laws of the state of New Jersey without regard for its choice of laws provision**

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4. PROVISION OF EQUIPMENT AND FACILITIES

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer. (T)
 - B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company. (T)
 - C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer, without the prior consent of the Customer, which shall not be unreasonably withheld. (T)
 - D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it. (T)
 - E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer. (T)
-

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4. PROVISION OF EQUIPMENT AND FACILITIES

- F. The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for: (T)
1. The transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or (T)
 2. The reception of signals by customer-provided equipment. (T)
- G. Service is offered subject to the availability of facilities and provision of this Tariff. The Company's obligation to furnish facilities and service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities from the underlying carrier, if an underlying carrier is involved.
- H. 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 property, service or economic conditions.
- I. Service furnished by the Company may be physically or logically connected with services or facilities of affiliated or unaffiliated third parties and with private systems, subject to technical limitations established by the Company. Service furnished by the Company may make use of the services, facilities or equipment owned, or controlled either directly or via contractual or other arrangements, by the Company. (N)
—
(N)
-

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.5. LIABILITY OF THE COMPANY

- A. 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, or other defects, representations, or use of these services or 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 Section 2.5. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. 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 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 civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- C. When the services or facilities of third-parties are used separately or in conjunction with the Company's facilities or equipment in establishing a physical or logical connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such third-parties or their agents or employees.
- D. 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.

(C)

(C)

(T)

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.5. LIABILITY OF THE COMPANY (CONT'D)

- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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 presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.5.E as a condition precedent to such installations.
 - F. The Company is not 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 negligence or willful misconduct of the Company's agents or employees.
 - G. The Company shall be indemnified, defended, held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
 - H. The entire liability 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. No action or proceeding against the Company shall be commenced more than one year after the service is rendered. (T)
 - I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
-

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6 DISCONTINUANCE OF SERVICE FOR CAUSE

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability. (T)
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period. (T)
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability. (T)
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability. (T)
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges. (T)
- G. Upon the Company's discontinuance of service to the Customer under 2.1.6.A. or 2.1.6.B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). (T)

2. GENERAL REGULATIONS

2.2. OBLIGATIONS OF THE CUSTOMER

2.2.1. CUSTOMER PREMISES PROVISIONS

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer. (T)
(T)
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company. (T)
(T)

2.2.2. LIABILITY OF THE CUSTOMER

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct. (T)
(T)
 - B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other price list or tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party. (T)
(T)
 - C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand the Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence. (T)
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(T)
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2. GENERAL REGULATIONS

2.2. OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.2.3. DETERMINATION OF JURISDICTION

When ordering Switched Access Service, the Customer may be required to provide a projected PIU factor, which may be subject to audit by the Company. Where jurisdiction can be determined from the call detail, the Company will develop a projected PIU factor from the call detail which will be used to bill the Customer.

The Company will use the jurisdictional report provided by the Customer, or, in the absence of such report, the Company projected PIU factor developed from the call detail, to bill all interstate and intrastate rates and/or nonrecurring charges until the Company receives a revised report from the Customer or updates the Company projected PIU factor developed from the call detail.

The Customer shall keep sufficient detail from which the PIU can be ascertained for at least 18 months and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request.

The Company may, in its sole discretion:

- waive any and all of the jurisdictional reporting obligations imposed by this tariff on the Customer and/or the Company, or
- assign a default PIU of 50%.

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2. GENERAL REGULATIONS

2.2. OBLIGATIONS OF THE CUSTOMER

2.2.3. DETERMINATION OF JURISDICTION (CONT'D)

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2. GENERAL REGULATIONS

2.2. OBLIGATIONS OF THE CUSTOMER

2.2.3. DETERMINATION OF JURISDICTION (CONT'D)

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2. GENERAL REGULATIONS

2.2. OBLIGATIONS OF THE CUSTOMER

2.2.3. DETERMINATION OF JURISDICTION (CONT'D)

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2. GENERAL REGULATIONS

2.2. OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.2.4. CHANGES IN SERVICE REQUESTED

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted accordingly.

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2.2.5. NOTICE TO COMPANY FOR CANCELLATION OF SERVICE

Customers desiring to terminate service shall provide the Company 30 day's written notice of their desire to terminate service.

2.2.6. CLAIMS

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:

(T)

A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

(T)

B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of Company services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

(T)

(T)

2.2.7 TRANSFERS AND ASSIGNMENTS

The Customer may not transfer or assign the use of service without the express prior written consent of the Company. The Company will only permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All rates, terms and conditions shall apply to all such permitted transferees or assignees.

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(C)

2. GENERAL REGULATIONS

2.3. CUSTOMER EQUIPMENT AND CHANNELS

2.3.1. INTERCONNECTION OF FACILITIES

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense. (T)

A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the Customer is complying with the Company's requirements for the installation, operation and maintenance of customer-provided equipment and for the wiring of the connection of Customer equipment to Company-owned facilities. (T)
(T)

B. If the protective requirements in connection with customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet. (T)
(T)

2.3.2. INSPECTION AND TESTING

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.3 for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment. (T)
(T)

B. If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. (T)

2. GENERAL REGULATIONS

2.4. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE COMPANY IS INVOLVED

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

2.5. ALLOWANCE FOR INTERRUPTIONS IN SERVICE

2.5.1. GENERAL

- A. A credit allowance will be given when service is interrupted, except as specified in 2.5.3, following. A service is interrupted when it becomes inoperative to the Customer; e.g., the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff. (T)
(T)
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. (T)
- C. If the Customer reports a service, facility, or circuit to be interrupted but declines to release it for testing and repair, the service, facility, or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility, or circuit considered by the Company to be impaired. (T)

2.5.2. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

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

2. GENERAL REGULATIONS

2.5. ALLOWANCE FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.5.3. LIMITATIONS ON ALLOWANCES

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company; (T)
 - B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - C. Due to circumstances or causes beyond the control of the Company;
 - D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - E. During any period in which the Customer continues to use the service on an impaired basis; (T)
 - F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; (T)
(T)
 - G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and (T)
 - H. That was not reported to the Company within thirty (30) days of the date that service was affected.
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2. GENERAL REGULATIONS

2.5. ALLOWANCE FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.5.4. USE OF ANOTHER MEANS OF COMMUNICATIONS

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

(T)
(T)

2.5.5. APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

(T)

A. For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of (a) any applicable monthly rates, or (b) the assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues.

(T)

B. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) any applicable monthly rates, or (b) the assumed minutes of use charge for the service interrupted in any one monthly billing period.

Issued: February 10, 2006

Effective: February 17, 2006

2. GENERAL REGULATIONS

2.6. PRIVACY RULES

Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing, services directly related to the telephone caller's original call or transaction. Therefore, should the business that receives ANI information have an established customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (caller's name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

2. GENERAL REGULATIONS

2.7. APPLICATION OF RATES AND CHARGES

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

2.7.1. MEASURING ACCESS MINUTES

Customer traffic will be measured in minutes of use by the Company at its End Office, Trunk Gateway, or functionally equivalent locations. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. Access minutes or fractions thereof are accumulated over the billing period and are then rounded up to the nearest access minute.

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2. GENERAL REGULATIONS

2.7. APPLICATION OF RATES AND CHARGES (CONT'D)

2.7.2. RATES BASED UPON DISTANCE

Where the charges for service are specified based upon distance, the following rules apply:

A. Distance between two points is measured as airline distance. In the case of distance measurement for tandem transport, the two points are the access tandem and the Company's End Office, Trunk Gateway, or other functionally equivalent location. Their measurement points are a set of geographic "V" (vertical) and "H" (horizontal) coordinates. (C)

B. The airline distance between any two points is determined as follows: (T)

1. Obtain the "V" and "H" coordinates for each point. (T)

2. Compute the difference between the "V" coordinates of the two points; and the difference between the two "H" coordinates. (T)

3. Square each difference obtained in step (2) above.

4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).

5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage. (D)

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Issued: December 14, 2011

2. GENERAL REGULATIONS

2.7. APPLICATION OF RATES AND CHARGES (CONT'D)

2.7.3. NONRECURRING CHARGES

Nonrecurring charges are onetime charges that apply for a specific work activity (i.e., installation or service rearrangements).

A. Installation of Service

Nonrecurring charges apply to each Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s).

B. Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in A., preceding, will apply for this work activity. Moves that change the physical location of the point of termination are described below.

1. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

2. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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2. GENERAL REGULATIONS

2.8. RESERVED FOR FUTURE USE

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2. GENERAL REGULATIONS

2.8. RESERVED FOR FUTURE USE

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2. GENERAL REGULATIONS

2.8. RESERVED FOR FUTURE USE

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2. GENERAL REGULATIONS

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2. GENERAL REGULATIONS

2.8. RESERVED FOR FUTURE USE

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2.8. RESERVED FOR FUTURE USE

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2.8. RESERVED FOR FUTURE USE

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2. GENERAL REGULATIONS

2.8. RESERVED FOR FUTURE USE

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2. GENERAL REGULATIONS

2.9. BILLING AND PAYMENT

The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Company shall bill in advance charges for all services provided during the ensuing billing period except for services billed on a per usage basis.

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Billing shall be based on usage as determined by call detail. When call detail is unavailable, bills shall be based on estimated PIU as described in Section 2.2.3. The Company will apply a default 50% assumed PIU factor when call detail is unavailable and the Customer fails to provide PIU.

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All bills for service provided to the Customer by the Company are due (payment date) within 30 calendar days of the bill date and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills shall be due from the Customer as follows:

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If such payment due date falls on a Sunday or on a Legal Holiday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

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If any portion of the payment is received by the Company after the due date, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be 1.5% per month.

2.9.1. TAXES

The Customer is responsible for payment of any state sales tax, federal excise tax and any federally mandated surcharges, such as: Federal Universal Service Fund Surcharge, FCC Subscriber Line Charge and Local Number Portability Surcharge. All taxes and fees shall be listed as separate line items on the Customer's bill.

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2. GENERAL REGULATIONS

2.9. BILLING AND PAYMENT (CONT'D)

2.9.2. CLAIMS AND DISPUTES

In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims should be submitted to the Company within 120 days of receipt of billing for that service.

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The Customer must pay all undisputed charges by the applicable due date. After filing a claim for disputed charges with the Company, the Customer may be required, at the Company's sole discretion, to place all disputed amounts into a U.S.-based, interest bearing escrow account with a third party escrow agent, with costs paid for by the disputing party.

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(N)

All disputes between the Company and the Customer that cannot be settled through negotiation may be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules, unless the parties agree otherwise. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. The provisions of the Federal Arbitration Act shall govern such arbitration.

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This dispute process does not preclude the Customer from filing a complaint with the B.P.U.

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Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Comcast Business Communications, LLC
MCA3 Group
183 Inverness Drive West, 1st Floor
Englewood, CO 80112
888-824-4141

or complaints may be filed with:

New Jersey Board of Public Utilities
Customer Relations
2 Gateway Center
Newark, NJ 07012
201-648-2350
800-624-0241

2. GENERAL REGULATIONS

2.9. BILLING AND PAYMENT (CONT'D)

2.9.3. PAYMENT OF DEPOSITS

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

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- two month's charges for a service or facility which has a minimum payment period of one month; or
- the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

A deposit may be required in addition to an Advance Payment.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

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Deposits held will accrue interest at a simple interest rate equal to the rate applicable for the late payment charge set forth in 2.9, preceding. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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2.9.4. ADVANCE PAYMENTS

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, only the portion of the Advance Payment for services actually installed will be credited. An Advance Payment may be required in addition to a deposit.

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2. GENERAL REGULATIONS

2.10. SPECIAL CONSTRUCTION

All rates and charges quoted herein provide for the furnishing of facilities when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs.

When, at the request of the Customer, the Company designs and/or constructs facilities that it would otherwise not construct, or the construction of such facilities involves a greater expense than would otherwise be incurred, Special Construction nonrecurring charges may apply. (T)

2.11. NON-ROUTINE INSTALLATION

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. (T)

(T)

3. SWITCHED ACCESS SERVICE

3.1. GENERAL

Switched Access Service provides for the switching and routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used.

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(C)

3.2. TRAFFIC TYPE DESIGNATION

The Company affirms that all of its New Jersey traffic either originates from or terminates to a VoIP end user and is, therefore, VoIP-PSTN.

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3. SWITCHED ACCESS SERVICE

3.3. SWITCHED ACCESS RATE CATEGORIES

There are three rate categories which apply to Switched Access Service provided by the Company: Carrier Common Line, Tandem Transport and Network Access.

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Issued: February 16, 2010

3. SWITCHED ACCESS SERVICE

3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

3.3.1. CARRIER COMMON LINE

The Carrier Common Line rate category provides Customers with the use of services, facilities, and/or equipment owned, or controlled through contractual or other arrangements, by the Company, in order to access End Users to furnish intrastate communications.

No Carrier Common Line charge is assessed in this Tariff.

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Issued: February 16, 2010

3. SWITCHED ACCESS SERVICE

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Issued: May 30, 2014

3. SWITCHED ACCESS SERVICE

3.3. SWITCHED ACCESS RATE CATEGORIES

3.3.2. TANDEM TRANSPORT

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The Tandem Transport rate category provides for the transmission between an access tandem and the Company's End Office, Trunk Gateway or functionally equivalent location. Rate elements include:

A. Transport Termination

The Transport Termination element includes the non-distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use basis.

B. Transport Mileage

The Transport Mileage element includes the distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use-per-mile basis. Transport mileage will be calculated based on the airline mileage between the access tandem (or functional equivalent) and the Company's End Office, Trunk Gateway or functionally equivalent location within the applicable LATA.

Issued: May 30, 2014

3. SWITCHED ACCESS SERVICE

3.3.3. NETWORK ACCESS

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Network Access provides the functional equivalent of traditional end office switching. It consists of the following elements: Network Switching and Common Trunk Port.

A. Network Switching

Network Switching provides for: (a) the establishment of a call path for the routing of Customer communications from the Company's End Office, Trunk Gateway, or functionally equivalent location to a Company End User and (b) the establishment of a call path for the routing of communications originating from a Company End User for delivery to the Company's End Office, Trunk Gateway, or functionally equivalent location.

The "establishment" of call path and routing is achieved through equipment and facilities, including, in some cases, a soft switch or similar equipment, owned, or controlled through contractual or other arrangements, by the Company, which allows for the routing of voice communications between the Company's End Office, Trunk Gateway, or functionally equivalent location and End Users via SS7 signaling based on telephone numbers obtained by the Company and assigned to End Users as set forth in the LERG.

B. Common Trunk Port

Provides for the termination of tandem transport trunks in shared ports at the Company's End Office, Trunk Gateway, or functionally equivalent location. The Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes routed to the Company via a third-party access tandem.

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Issued: December 14, 2011

3. SWITCHED ACCESS SERVICE

3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

3.3.4. 8XX TOLL-FREE ACCESS SERVICE

(T)

All appropriate Switched Access rate elements apply to 8XX Toll-Free Access Service.

(N)

8XX Toll-Free Access Service is an originating access service offering. The service provides for the forwarding of End User originated 8XX calls to a Company Service Control Point, which will initiate a query to the database for the identification and delivery of the call. The call is forwarded to the appropriate customer based on the dialed 8XX number.

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(C)

1. Customer Identification Charge

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification of and delivery of 8XX calls to the appropriate customer. The charge is assessed to the Customer on a per query basis.

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Issued: May 30, 2014

3. SWITCHED ACCESS SERVICE

3.4. SWITCHED ACCESS RATES AND CHARGES

3.4.1. SERVICE IMPLEMENTATION

	NONRECURRING CHARGE
A. Installation Charge, Per Location, Per Order	
1. First Trunk	\$0.00
2. Each Subsequent Trunk	0.00

3.4.2. CARRIER COMMON LINE

	RECURRING RATE PER MOU	
Embarq / CenturyLink Territory	[1]	(C)
Verizon Territory	[1]	(C)

[1] Switched access rates are billed at the Company's tariffed interstate rates as found in Comcast Phone, LLC Tariff FCC No. 1 which may be viewed at www.comcast.com/tariffs.

(N)
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(N)

Issued: May 30, 2014

3. SWITCHED ACCESS SERVICE

3.4. SWITCHED ACCESS RATES AND CHARGES

3.4.3. TANDEM TRANSPORT

**RECURRING RATE
PER MOU** (C)

A. Transport Termination

Embarq / CenturyLink Territory	[1]	(C)
Verizon Territory	[1]	(C)

B. Transport Mileage, per mile

Embarq / CenturyLink Territory	[1]	(C)
Verizon Territory	[1]	(C)

[1] Switched access rates are billed at the Company's tariffed interstate rates as found in Comcast Phone, LLC Tariff FCC No. 1 which may be viewed at www.comcast.com/tariffs.

(N)
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(N)

Issued: May 30, 2014

3. SWITCHED ACCESS SERVICE

3.4. SWITCHED ACCESS RATES AND CHARGES (CONT'D)

3.4.4. NETWORK ACCESS	RECURRING RATE PER MOU	(C)
A. Network Switching		
Embarq / CenturyLink Territory	[1]	(C)
Verizon Territory	[1]	(C)
B. Common Trunk Port		
Embarq / CenturyLink Territory	[1]	(C)
Verizon Territory	[1]	(C)
		(D)
		(D)
3.4.5 8XX TOLL-FREE ACCESS SERVICE	RECURRING RATE PER QUERY	(T)
A. 8XX Toll-Free Access Service		
1. Customer Identification Charge		
Embarq / CenturyLink Territory	[1]	(C)
Verizon Territory	[1]	(C)

[1] Switched access rates are billed at the Company's tariffed interstate rates as found in Comcast Phone, LLC Tariff FCC No. 1 which may be viewed at www.comcast.com/tariffs. (N)
| (N)

Issued: March 25, 2019

4. SPECIAL ACCESS SERVICE

4.1. GENERAL

Except as set forth in 4.2 and 4.3 following, Special Access Services are not generally available but may be provided subject to the terms, conditions, and limitations set forth in Section 5.2, following, for Special Assemblies and Individual Case Basis Arrangements.

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4.1.1. DEFINITIONS

(T)

The following definitions apply to Comcast Services in Section 4.

(C)

- A. "Agreement" consists of the Enterprise Master Services Agreement executed by the Customer and accepted by Comcast, the Product-Specific Attachment, the terms and conditions contained in this Tariff, any written amendments executed by both parties, and each Sales Order accepted by Comcast under the Agreement.
- B. "Comcast" refers to the operating company affiliate or subsidiary of Comcast that provides the Services.
- C. "Comcast Equipment" refers to any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.
- D. "Customer" refers to the company, corporation or other entity that purchases Services from Comcast.
- E. "Estimated Availability Date" means the target date for delivery of Service
- F. "Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

(M) Material previously on this Page now appears on Page 3 of this Section.

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4. SPECIAL ACCESS SERVICE

4.1. GENERAL (CONT'D)

4.1.1. DEFINITIONS (CONT'D)

(T)

- G. "Jitter", also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a 30 day period.
 - H. "Latency", also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a 30 day period.
 - I. "Objective" – As it relates to Technical Specifications and Performance Standards is the definition of how the Service is provisioned. It does not constitute a guarantee. For guarantees, please see Section 4.2.15 – Service Level Agreement (SLA).
 - J. "Off-Net" - means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers.
 - K. "On-Net" - means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network, or via a hybrid fiber coax network ("HFC Network"), as available through Comcast.
 - L. "Packet Loss", also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI over a 30 day period.
 - M. "Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.
 - N. "Product Specific Attachment(s) (PSA)" refers to the additional terms and conditions applicable to Services ordered by Customer under the Agreement.
 - O. "Sales Order" means a request for Comcast to provide the Services to a service location submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.
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Issued: March 25, 2019

4. SPECIAL ACCESS SERVICE

4.1. GENERAL (CONT'D)

4.1.1. DEFINITIONS (CONT'D)

- P. "Service" means (1) Ethernet Transport Services, when used in 4.2 of this Section and (2) Business Wavelength Services when used in 4.3 of this Section.
- Q. "Service Commencement Date" means the date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.
- R. "Service Interruption" means a complete loss of signal that renders the Service unusable.
- S. "Service Location" means the Customer location(s) where Comcast provides Services, to the extent the Customer owns, leases, or otherwise controls such location(s).
- T. "Service Term" means the duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.
- U. "Termination Charges" refers to charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

4.2. ETHERNET TRANSPORT SERVICES

Comcast's Ethernet Transport Services will be provided in accordance with the service descriptions, technical specifications, and performance standards set forth in this Section 4.2 of this Tariff. If any of the definitions or regulations contained in this Section 4.2 conflict with those elsewhere in this Tariff, those contained in this Section 4.2 shall prevail.

4.2.1. DEFINITIONS

Definitions for this Service are set forth in Section 4.1.1.

(M) Material on this Page previously appeared on Page 1 of this Section.

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.2. PROVISIONING ENTITY

On-Net Service shall be provided by Comcast Business Communications, LLC. On-Net Service provided over the HFC Network and Off-Net Services are available in a limited number of Comcast markets.

4.2.3. REGULATORY APPROVAL; TRAFFIC MIX

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Customer agrees to indemnify and hold Comcast harmless from any claims by third parties resulting from or arising out of Customer's failure to properly represent or certify the jurisdictional nature of its use of Service.

4.2.4. SPECIAL CONSTRUCTION

All rates and charges quoted herein provide for the furnishing of facilities when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs. When, at the request of Customer, Comcast designs and/or constructs facilities that it would otherwise not construct, or the construction of such facilities involves a greater expense than would otherwise be incurred, Special Construction nonrecurring charges may apply.

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all special construction fee(s). Customer will pay such fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Service Order.

4.2.5. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.6. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Performance Standards" set forth in Section 4.2.10 ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (a) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (b) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the specifications set forth in Section 4.2.14 hereto; or (c) the date on which Customer first uses the Service.

4.2.7. MINIMUM SERVICE TERM

The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twelve (12) months.

4.2.8. TERMINATION CHARGES

A. Termination Charges for On-Net Services

1. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service plus twenty percent (20%).
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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.8. TERMINATION CHARGES (CONT'D)

A. Termination Charges for On-Net Services (Cont'd)

2. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:
 - a. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
 - b. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
 - c. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
 - d. 100% of any remaining, unpaid Special Construction Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

B. Termination Charges for Off-Net Services

In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to:

1. 100% of the monthly recurring charges remaining through the end of the Service Term plus
 2. 100% of any remaining, unpaid Custom Installation Fees; plus
 3. any third-party charges, incurred by Comcast as a result of the early termination of service by the Customer.
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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.8. TERMINATION CHARGES (CONT'D)

C. Exclusions

Termination Charges shall not apply to Service terminated by Customer (a) as a result of Comcast's failure to provision Service within the intervals specified in Section 4.2.5 of this Tariff or (b) as a result of Comcast's material and uncured breach of the Agreement.

D. Portability

Customer may terminate an existing On-Net Service ("Existing Service") and turn up a replacement On-Net Service (i.e., having different termination points on Comcast's network) ("Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or longer than the remaining Service Term of the Existing Service; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

E. Upgrades

Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (a) the upgraded Service ("Upgraded Service") must assume the remaining Service Term of the Existing Service; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.9. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

4.2.10. ETHERNET NETWORK SERVICE (ENS) SERVICE DESCRIPTION

ENS enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN). The service provides Virtual Local Area Network (VLAN) transparency enabling customers to implement their own VLANs without any coordination with Comcast. ENS offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10/100 Mbps, 1Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments starting at 1Mbps. ENS Service is not available over a Comcast HFC Network.

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.11. ETHERNET PRIVATE LINE (EPL) SERVICE DESCRIPTION

EPL service enables customers to connect their Customer Premises Equipment (CPE) using a lower cost Ethernet interface. EPL service enables customers to use any VLANs or Ethernet control protocol across the service without coordination with Comcast. EPL service provides one Ethernet Virtual Connection (EVC) between two customer locations. EPL offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. EPL service is offered with 10/100Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps. ENS Service is only available with Basic CoS when delivered over a Comcast HFC Network.

4.2.12. ETHERNET VIRTUAL PRIVATE LINE (EVPL) SERVICE DESCRIPTION

EVPL service provides an Ethernet Virtual Connection (EVC) between two customer locations similar to Ethernet Private Line service but supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at a customer's hub or aggregation site. The service multiplexing capability is not available at sites served by the Comcast HFC Network. EVPL offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10/100Mbps, 1Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps. ENS Service is only available with Basic CoS when delivered over a Comcast HFC Network.

4.2.13. OFF-NET SERVICE LIMITATIONS

The above categories of Service are available as Off-Net Services, with the following limitations:

- Only available with Basic CoS;
 - 10Gbps Ethernet UNIs are not available with Off-Net Services;
 - Service multiplexing capability is not available on Off-Net EVPL UNIs;
 - When ordering 10/100Mbps Off-Net Ethernet UNIs, speed increments may only be ordered in increments of 10 Mbps, up to a maximum size of 90Mbps; when ordering 1 Gbps Off-Net Ethernet UNIs, speed increments may only be ordered in increments of 100Mbps, up to a maximum size of 900Mbps.
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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.14. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS FOR SERVICES

A. User-to-Network Interface

This Service provides the bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. . Figure 1 provides a list of available UNI physical interfaces and their available Committed Information Rate (CIR) bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
10 Mbps	10BaseT	1 Mbps	25,000
100 Mbps	100BaseT	10 Mbps	250,000
1 Gbps	1000BaseT or 1000BaseSX	100 Mbps	2,500,000
10 Gbps	10GBase-SR or 10GBase-LR	1000 Mbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR Increments

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.14. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS FOR SERVICES (CONT'D)

B. Class of Service Option

Except as indicated below, On-Net Service offers three different classes of service. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to each CoS. Figure 2 lists the service performance objectives for each CoS associated with On-Net (for distances within 250 network miles) and Off-Net Services. The Basic CoS is the only CoS available for Off-Net Services and On-Net Services delivered via the HFC Network.

Performance Objective	Class of Service (CoS)		
	Premium	Priority	Basic
On-Net Services (≤ 250 miles)			
Latency (one way)	< 12ms	< 23ms	< 45ms
Jitter (one way)	< 2ms	< 23ms	< 45ms
Packet Loss (one way)	< 0.001%	< 0.01%	< 1%
Availability (On-Net Services delivered via a non-HFC Network)	> 99.99%	> 99.99%	> 99.99%
Availability (On-Net Services delivered via HFC Network)	Not Applicable	> 99.99%	> 99.99%
Off-Net Services			
Availability	Not Applicable	Not Applicable	> 99.95%

Figure 2: CoS Performance Objectives

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.14. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS FOR SERVICES (CONT'D)

C. CoS Identification and Marking

Customer must mark all packets using 802.1p CoS values as specified in Figure 2 to ensure the service will provide the intended CoS performance objectives specified in Figure 2 above.

CoS	802.1p
Premium	5
Priority	2-3
Basic	0-1

FIGURE 3: CoS MARKING

D. Traffic Management

Comcast's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and Committed Burst Size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings. Traffic management policies associated with Off-Net Services will conform to the policies enforced by the third-party service provider.

E. Maximum Frame Size

The service supports a Maximum Transmission Unit (MTU) packet size of 1600 bytes to support untagged or 802.1Q tagged packet sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB).

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.15. SERVICE LEVEL AGREEMENT (SLA)

Comcast's liability for any Service Interruption (individually or collectively, "Liability"), shall be limited to the amounts set forth in the tables below. For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports to Company an interruption in the portion of the Service to Comcast, provided that the Liability is reported by Customer during the duration of the Liability and a trouble ticket is opened. The Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for Service Interruptions. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment.

TABLE 1: SLA for On-Net Services provided over a Comcast fiber-optic Network

LENGTH OF SERVICE INTERRUPTION:	AMOUNT OF CREDIT:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.15. SERVICE LEVEL AGREEMENT (SLA) (CONT'D)

TABLE 2: SLA FOR ON-NET SERVICES PROVIDED OVER THE HFC NETWORK

LENGTH OF SERVICE INTERRUPTION:	AMOUNT OF CREDIT:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 3: SLA FOR OFF-NET SERVICES

LENGTH OF SERVICE INTERRUPTION:	AMOUNT OF CREDIT:
Less than 20 minutes	None
At least 20 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCE PER MONTH IS CAPPED AT 50% OF THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.16. NETWORK MONITORING

Comcast monitors On-Net Service on a 24x7x365 basis.

4.2.17. TECHNICAL SUPPORT AND MAINTENANCE

Comcast provides a toll-free trouble reporting telephone number to the Enterprise Technical Support (ETS) Center that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.

A. Escalation

Reported troubles are escalated within the Comcast Business Services Network Operations Center (BNOC) to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within the Comcast BNOC as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.

B. Maintenance

Comcast's standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum forty-eight (48) hours notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, Off-Net Service may be performed without advance notice to Customer.

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.18. COMCAST EQUIPMENT

Comcast provides certain Comcast Equipment for provisioning its services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering Services. Customers are required to shape their egress traffic to the Committed Information Rate ("CIR") identified in the Sales Order. Comcast will be excused from paying Service Level Agreement (SLA) credits if the Service Interruption is the result of Customer's failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided services

4.2.19. RESPONSE AND RESTORATION STANDARDS

Comcast has the following response and restoration objectives:

CATEGORY	TIME INTERVAL	MEASUREMENT	REMEDIES
<i>Mean Time to Respond</i> Telephonically to Call	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore</i> On-Net Comcast Equipment	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore</i> Off-Net Equipment	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore</i> On-Net Services	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore</i> Off-Net Services	9 hours	Averaged Over A Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.20. EMERGENCY BLOCKING

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

4.2.21. REMEDY PROCESSES

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

4.2.22. EXCEPTIONS TO CREDIT ALLOWANCES

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.23. OTHER LIMITATIONS

The remedies set forth in the Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

4.2.24. RATES AND CHARGES

Comcast may enter into term agreements with prices that may vary subject to the availability of promotional offers and/or the Customer's choice of term, bandwidth, and associated Special Construction or related charges. Special Construction charges shall be applied on an individual case basis as set forth in Section 4.2.4. The minimum term for these Services is twelve (12) months.

Customer networks are configured by designing a combination of Ports and Bandwidth / Class of Service (CoS) at each location, as shown below. Total bandwidth at a site may not exceed the port limit.

- ENS – One Port and Bandwidth (up to three CoS) at each location.
- EPL – One Port at each location and Bandwidth (up to three CoS) between each location.
- EVPL – One Port at each location and Bandwidth (up to three CoS) between locations. Bandwidth from multiple locations may be multiplexed on a single Port at a Customer's hub or aggregation site.

A. Port Charges

A Port Charge applies in addition to Bandwidth charges.

PORT SPEED	PORT CHARGE PER MONTH
Gig E	\$845.00

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4. SPECIAL ACCESS SERVICE

4.2. ETHERNET TRANSPORT SERVICES (CONT'D)

4.2.24. RATES AND CHARGES (CONT'D)

B. Ethernet Network Service (ENS)

BANDWIDTH	MAXIMUM RATES			NRC
	EVC (BASIC CoS)	EVC (PRIORITY CoS)	EVC (PREMIUM CoS)	
1000	\$2,615.00	\$3,290.00	\$4,045.00	\$2,000.00

C. Ethernet Private Line (EPL)

BANDWIDTH	MAXIMUM RATES			NRC
	EVC (BASIC CoS)	EVC (PRIORITY CoS)	EVC (PREMIUM CoS)	
1000	\$2,420.00	\$2,600.00	\$3,005.00	\$2,000.00

D. Ethernet Virtual Private Line (EVPL)

BANDWIDTH	MAXIMUM RATES			NRC
	EVC (BASIC CoS)	EVC (PRIORITY CoS)	EVC (PREMIUM CoS)	
1000	\$3,300.00	\$3,535.00	\$3,850.00	\$2,000.00

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4. SPECIAL ACCESS SERVICE

4.3. BUSINESS WAVELENGTH SERVICES

Comcast's Business Wavelength Services will be provided in accordance with the service descriptions, technical specifications, and performance standards set forth in this Section 4.3 of this Tariff. If any of the definitions or regulations contained in this Section 4.3 conflict with those elsewhere in this Tariff, those contained in this Section 4.3 shall prevail.

4.2.1. DEFINITIONS

Definitions for this Service are set forth in Section 4.1.1.

4.3.2. PROVISIONING ENTITY

Service shall be provided by Comcast Business Communications, LLC or its applicable affiliates and subsidiaries.

Comcast may provide Customer with Service and fiber maps during the term of the Agreement to further describe Service availability. Such maps are hereby deemed Comcast Confidential Information.

4.3.3. REGULATORY APPROVAL; TRAFFIC MIX

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Customer represents that its use of Service hereunder will be jurisdictionally intrastate. If Customer's use of the Service now or at any time in the future is jurisdictionally interstate, Customer shall immediately notify Comcast of the same in writing. Further, Comcast reserves the right, in its reasonable sole discretion, to reclassify Customer's use of Service as jurisdictionally interstate or intrastate, as appropriate. Customer agrees to indemnify and hold Comcast harmless from any claims by third parties resulting from or arising out of Customer's failure to properly represent or certify the jurisdictional nature of its use of the Service(s).

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4. SPECIAL ACCESS SERVICE

4.3. BUSINESS WAVELENGTH SERVICES (CONT'D)

4.3.4. SPECIAL CONSTRUCTION

All rates and charges quoted herein provide for the furnishing of facilities when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs. When, at the request of Customer, Comcast designs and/or constructs facilities that it would otherwise not construct, or the construction of such facilities involves a greater expense than would otherwise be incurred, Special Construction nonrecurring charges may apply.

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all special construction fee(s). Customer will pay such fee(s) within thirty (30) calendar days of the invoice date unless a payment schedule is specified in the applicable Service Order.

4.3.5. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

4.3.6. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Section 4.3.11 ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be the earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications; or (C) the date on which Customer first uses the Service.

4.3.7. MINIMUM SERVICE TERM

The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is thirty-six (36) months.

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4. SPECIAL ACCESS SERVICE

4.3. BUSINESS WAVELENGTH SERVICES (CONT'D)

4.3.8. TERMINATION CHARGES

- A. In the event that Service is terminated prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service plus twenty percent (20%).
- B. In the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:
 - 1. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
 - 2. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
 - 3. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
 - 4. 100% of any remaining, unpaid Special Construction Fees.
- C. Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.
- D. Exclusions

If either party is in material breach of the Agreement, other than a breach of a payment obligation, and the breach continues un-remedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order or statement of work (SOW) materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected SOWs and/or Sales Orders, suspend Service under the affected SOWs and/or Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all SOWs and/or Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute. Termination by either party of this Agreement, a SOW and/or Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting party shall be entitled to all available legal and equitable remedies for such breach.

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4. SPECIAL ACCESS SERVICE

4.3. BUSINESS WAVELENGTH SERVICES (CONT'D)

4.3.8. TERMINATION CHARGES (CONT'D)

E. Portability

Customer may terminate an existing Service and turn up a replacement Service (i.e., having different termination points on Comcast's network) without incurring Termination Charges with respect to the existing Service, provided that (a) the replacement Service must have a Service Term equal to or greater than the remaining Service Term of the existing Service; (b) the replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the existing Service; (c) Customer submits a Sales Order to Comcast for the replacement Service within ninety (90) days after termination of the existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the replacement Service.

F. Upgrades and Features

Customer may upgrade the speed of an existing Service or convert an unprotected existing Service to a protected existing Service (as further described in Section 4.3.10) without incurring Termination Charges, provided that (A) the upgraded Service must assume the remaining Service Term of the existing Service; (B) the upgraded Service must have the same points of termination on Comcast's network as the existing Service; (C) Customer submits a Sales Order to Comcast for the upgraded Service and that order is accepted by Comcast; (D) Customer pays Comcast's applicable nonrecurring charges, including but not limited to special construction fees, and right-of-entry fees, for the upgraded Service; and (E) Customer agrees to pay the applicable monthly recurring charges for the upgraded Service commencing with the Service Commencement Date for such upgraded Service.

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4. SPECIAL ACCESS SERVICE

4.3. BUSINESS WAVELENGTH SERVICES (CONT'D)

4.3.9. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring charges to make such connections.

4.3.10. BUSINESS WAVELENGTH SERVICES DESCRIPTION

The Service is a point-to-point service delivered over a dense wave division multiplexing (DWDM) network as either an unprotected or protected circuit.

- A. Unprotected. A point-to-point non-diverse linear circuit along a single fiber route terminating on single Comcast-owned Network Terminating Equipment (NTE) at each circuit endpoint.
 - B. Protected. A point-to-point circuit utilizing two diverse physical outside plant (OSP) fiber paths between the nearest point of divergence at each circuit endpoint. This circuit employs diverse line cards and dual power supplies on single chassis transport equipment, and diverse line cards or dual line interface ports terminating on a single customer interface port on single Comcast-owned NTE at each circuit endpoint. Only one Service path is active at a given time. Comcast provides protection switching at NTE between the diverse Service paths.
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4.3. BUSINESS WAVELENGTH SERVICES (CONT'D)

4.3.11. TECHNICAL SPECIFICATIONS FOR SERVICES

A. Customer Interface

Table 1 shows the customer interfaces supported, by protocol, for the Service.

Protocol	Interface(s)
Ethernet – 10G LAN PHY	10GBase-LR
Ethernet – 10G WAN PHY	10GBase-LW
Ethernet – 100G	100GBASE-LR4
OTN – 10G	OTU2, OTU2e
OTN – 100G	OTU4

Table 1: Wavelength Services Protocols and Customer Interfaces

4.3.12. SERVICE MONITORING, TECHNICAL SUPPORT AND MAINTENANCE

- A. Network Monitoring - Comcast monitors Services on a 24x7x365 basis.
 - B. Technical Support - Comcast provides a toll-free trouble reporting telephone number to the Network Operations Center that operates on a 24x7x365 basis. Comcast provides technical support for service related inquiries. Technical support will not offer consulting or advice on issues relating to equipment not provided by Comcast.
 - C. Maintenance - Comcast's standard maintenance window for Services is Sunday to Saturday from 12:00 am to 6:00 am local time. Scheduled maintenance for Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum three (3) business days' notice for maintenance expected to impact service for <=50ms. Comcast provides a minimum of seven (7) business days' notice for maintenance expected to impact service for >50ms. Emergency maintenance is performed as needed without advance notice to Customer.
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4. SPECIAL ACCESS SERVICE

4.3. BUSINESS WAVELENGTH SERVICES (CONT'D)

4.3.13. INTRASTATE WAVELENGTH SERVICE LEVEL AGREEMENTS (SLA)

Comcast's Intrastate Comcast Business Wavelength Services are backed by the following Service Level Agreement (SLA):

A. Availability SLA

Comcast's liability and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Services (individually or collectively, "Liability"), shall be limited to the amounts set forth in the tables below ("Availability Credit"). For the purposes of calculating credit for a Service Interruption, the length of Service Interruption begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption, less any time Comcast is awaiting additional information or premises testing from the Customer. The length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. For purposes of calculating the Service credit percentage in the following tables, only the MRC of the impacted wavelength circuit shall apply. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including availability credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, or any other items set forth in the "Exceptions to Credit Allowances" Section 4.3.14.B following.

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4.3. BUSINESS WAVELENGTH SERVICES (CONT'D)

4.3.13. INTRASTATE WAVELENGTH SERVICE LEVEL AGREEMENTS (SLA) (CONT'D)

B. SLA for Unprotected and Protected Options

TABLE 1: SLA for Unprotected Option

Availability	Unavailable	Service Credit (Based on MRC of only the impacted wavelength circuit)
>= 99.44%	Less than 4 hours	No Credit
98.89% - 99.43%	At least 4 hours but less than 8 hours	10% of the MRC
98.33% - 98.88%	At least 8 hours but less than 12 hours	25% of the MRC
Up to 98.32%	At least 12 hours or greater	50% of the MRC

TABLE 2: SLA for Protected Option*

Availability	Unavailable	Service Credit (Based on MRC of only the impacted wavelength circuit)
>= 99.99%	Less than 4 minutes 19 seconds	No Credit
99.86% - 99.98%	At least 4 minutes 20 seconds but less than 1 hour	10% of the MRC
98.61% - 99.85%	At least 1 hour but less than 10 hours	25% of the MRC
Up to 98.60%	At least 10 hours or greater	50% of the MRC

*Availability Credits on protected circuits are only available when both diverse Service paths sustain a Service Interruption and are simultaneously unavailable to the Customer for use.

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4.3. BUSINESS WAVELENGTH SERVICES (CONT'D)

4.3.14. EXCEPTIONS AND TERMS APPLICABLE TO ALL SLAS

A. Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within the time period set forth in Section 4.3.13.A., preceding. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

B. Exceptions to Credit Allowances

Comcast's failure to meet either of the SLAs set forth in 4.3.13 shall not qualify for the remedies set forth herein if such failure is related to, associated with, or caused by: Planned Service Interruptions or other scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement

C. Other Limitations

The total credit allowance per calendar month under Section 4.3.13 is capped at 50% of that month's MRC for the impacted portions of the Service. In addition, the remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

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4.3. BUSINESS WAVELENGTH SERVICES (CONT'D)

4.3.15. RATES AND CHARGES

Comcast may enter into term agreements with prices that may vary subject to the availability of promotional offers and/or the Customer's choice of term, bandwidth, and associated Special Construction or related charges. Special Construction charges shall be applied on an individual case basis as set forth in Section 4.3.4. The minimum term for these Services is thirty-six (36) months.

Port prices are per port. Two ports per circuit.

Comcast Business Wavelength Services Pricing

Charge Type	Bandwidth	Protection	Term (months)	MRC	NRC
Service	10G	Unprotected	36	\$7,000.00	\$0.00
Service	10G	Unprotected	60	\$6,300.00	\$0.00
Service	10G	Protected	36	\$14,000.00	\$0.00
Service	10G	Protected	60	\$12,600.00	\$0.00
Service	100G	Unprotected	36	\$15,000.00	\$0.00
Service	100G	Unprotected	60	\$13,500.00	\$0.00
Service	100G	Protected	36	\$30,000.00	\$0.00
Service	100G	Protected	60	\$27,000.00	\$0.00
Port	10G	N/A	36	\$500.00	\$0.00
Port	10G	N/A	60	\$400.00	\$0.00
Port	100G	N/A	36	\$1,000.00	\$0.00
Port	100G	N/A	60	\$800.00	\$0.00

5. MISCELLANEOUS SERVICES

5.1. RESERVED FOR FUTURE USE

(T)

(D)

(D)

5. MISCELLANEOUS SERVICES

5.2. SERVICE CHANGE DISPUTE

(T)

If an End User disputes a change in service, the Company will investigate the origin of the change. If the change was due to a Company error, the original service will be restored free of charge. If the change was submitted by a Customer or a third party and either the Customer or the third party is unable to produce evidence of the End User's consent then the responsible Customer or third party will be responsible for all charges and penalties associated with the unauthorized change.

(C)

(C)

The interval during which a Customer may submit a claim will be twelve months.

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5.3. SPECIAL ASSEMBLIES AND INDIVIDUAL CASE BASIS ARRANGEMENTS

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a bid for any switched or special access service that the Company is technically capable of providing but which is not offered under this Tariff (special assembly), or to develop a competitive bid for a service that the Company offers under this Tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis. Customers served on a nontariffed basis for services offered under this Tariff as of the effective date hereof shall be entitled to continue their existing serving arrangements under the same terms and conditions as "special assemblies," but those terms and conditions will not necessarily be available to new Customers when the same service is available under this Tariff. In addition, the Company may from time to time offer promotional or other special discounts to Customers who initiate service within the time contemplated by the promotional or other special discount offer.

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ICB arrangements will be made where Customer-specific requirements involve special facilities, equipment, construction, design and engineering, and/or power or other utility requirements, unusual site conditions, deviations from the Technical Specifications, unique Services or components of Service not specified in this Tariff, and other unique or special circumstances, all as determined solely by the Company. Rates and charges for ICBs will reflect the costs incurred by the Company and may include, but are not limited to, monthly rates, nonrecurring charges, or combinations thereof.

5. MISCELLANEOUS SERVICES

5.4. RESERVED FOR FUTURE USE

(T)

(D)

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