
COMPETITIVE LOCAL EXCHANGE CARRIER

COMCAST BUSINESS COMMUNICATIONS, LLC

**COMPETITIVE LOCAL EXCHANGE CARRIER
RESALE AND FACILITIES-BASED TARIFF**

Regulations and Schedule of Charges
for the Provision of Business Services

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. Nos. 180A, 182, 182A, 185B and 185C; Verizon North Inc. Telephone Pa P.U.C. Nos. 1, 3, 5, and 6; United Telephone Company of Pennsylvania Pa. d/b/a/ Embarq Pennsylvania P.U.C. No. 27; Windstream Pennsylvania, Inc. Telephone Pa P.U.C. No. 1, Conestoga Telephone and Telegraph Company Telephone Pa P.U.C. No. 10, Consolidated Communications of Pennsylvania Company Telephone Pa P.U.C. No. 11; Commonwealth Telephone Company, LLC d/b/a Frontier Communications Commonwealth Telephone Company Pa P.U.C. No. 23 & No. 24; Frontier Communications of Breezewood, LLC Telephone PA P.U.C. No. 5; and Frontier Communications of Pennsylvania, LLC Telephone PA P.U.C No. 14.

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

**THIS TARIFF CANCELS AND SUPERSEDES COMCAST BUSINESS COMMUNICATIONS, LLC
PA P.U.C. COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF NO. 2.**

ISSUED: January 31, 2017

EFFECTIVE: March 2, 2017

By: David Lloyd, Director
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COMPETITIVE LOCAL EXCHANGE CARRIER

LIST OF MODIFICATIONS

This filing includes revisions that propose modifications to, and clarification of, the description, terms and conditions applicable to the Company's current Local Interconnection Service offering.

The following pages are included in this filing:

Title Page
List of Modifications, 1st Revised Page 1
Preface, 1st Revised Page 1
Preface, 1st Revised Page 2
Section 5, 1st Revised Page 1
Section 5, 1st Revised Page 2
Section 5, 1st Revised Page 3
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CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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* Indicates page included with this filing

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COMPETITIVE LOCAL EXCHANGE CARRIER**CHECK SHEET**

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EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (I) To signify increased rates.
- (D) To signify decreased rates.
- (C) To signify all other changes.

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COMPETITIVE LOCAL EXCHANGE CARRIER

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange communications services by Comcast Business Communications, hereinafter referred to as the Company, to Customers within the Commonwealth of Pennsylvania.

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COMPETITIVE LOCAL EXCHANGE CARRIER

DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line: A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business or Commercial Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call: A completed connection established between a calling station and one or more called stations.

Company: Comcast Business Communications, LLC, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

ILEC: Incumbent Local Exchange Company.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Local Exchange Carrier (LEC): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

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COMPETITIVE LOCAL EXCHANGE CARRIER

DEFINITIONS

Nonrecurring Charges (NRCs): One-time charges most often associated with installation, ordering, or account establishment.

Recurring Charges (MRCs): The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities described herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to any other cause beyond the Company's control.
- B. 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.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 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. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 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, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.

- 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 government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 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.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. 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, condition, location, or use of any installation so provided.
- 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 and 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.

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2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 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.
- 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.
- J. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- K. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of directory assistance or other industry databases, or in accepting listings as presented by the Customer.
- L. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of the service.

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2. REGULATIONS2.1 Undertaking of the Company (Cont'd)2.1.5 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.

2.1.6 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.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the 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.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- 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.
- 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 it was provided by the Company.
- E. The Customer shall be responsible for the payment of a premises visit charge 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.
- 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:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS2.1 Undertaking of the Company (Cont'd)2.1.7 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.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Charges for special construction will be developed on an individual case basis (ICB). Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; and/or
- H. in advance of its normal construction.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

- A. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- B. Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings 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 Public Utility Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the point where the cable enters the building or crosses the property line to the location of the equipment space described in 2.3.1C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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2. REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

- A. any loss, destruction or damage to the property of the Company or any third party, or 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
- 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 the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS**2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission, and all User-provided wiring shall be installed and maintained in compliance with applicable regulations.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- 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 herein 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.

- 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 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.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges, however designated, excluding taxes on Company's net income, imposed on or based upon the provision, sale or use of network services.

2.5.2 Billing and Collection of Charges

A. Nonrecurring charges are due and payable from the Customer within 20 days after the invoice mailing date, unless otherwise agreed to in advance.

Payment shall be deemed to have been made on the date of the postmark of the Customer's payment.

B. The Company shall present invoices for Recurring Charges monthly to the Customer, generally in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 20 days after the invoice mailing date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

C. When service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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2. REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E. If the Customer's due payment is not received by the Company, or if any portion of the payment is not received by the Company, within five (5) days after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company in addition to the past due amount(s).

The Company will assess a late payment penalty of 1.25% per month on the full unpaid and overdue balance of the bill. The penalty will not be assessed against previously accrued late payment charges. A late payment charge will not be assessed against an outstanding security deposit.

F. The Customer will be assessed a charge of twenty-five dollars (\$25.00), or the actual fee incurred by Company from a bank or financial institution, whichever is greater, for each check submitted by the Customer to the Company which a financial institution refuses to honor.

G. If service is disconnected by the Company in accordance with Section 2.5.5 and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

Payment may be required before furnishing any of the following services:

- A. The construction of facilities and furnishing of special equipment.
- B. Temporary service for short-term use.

2.5.4 Deposits

Before the service or facility is furnished to a Customer whose credit has not been duly established under Company policies, 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. Deposit requirements are as follows:

- A. Deposits may be required from Customers taking service for a period of less than thirty (30) days, in an amount equal to the estimated gross bill for such temporary period.
- B. Deposits may be required from all other Customers, except that in no instance may deposits be required in excess of the estimated gross bill for any single billing period plus one month, the maximum period not to exceed two months, with a minimum of \$5.00.
- C. Interest is paid on all deposits at the rate of six percent (6%) per annum without deduction for any taxes thereon.
- D. The refund shall be accomplished by a credit on a subsequent bill for telephone service, or by check if the account is final, or if so requested by the Customer.

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2. REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Disconnection of Service

A. Suspension of Service

The Company may suspend service to a Customer on seven (7) days' written notice for the following reasons:

1. Nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company.
2. Failure to post a deposit, provide a guarantee or establish credit.
3. Unreasonable refusal to permit access to service connections, equipment and other property of the Company for maintenance or repair.
4. The use of service so as to interfere with or impair the use of service rendered to other Customers.
5. Failure to comply with the material terms of a payment agreement.
6. Fraud or material misrepresentation of identity to obtain telephone service.
7. Violation of tariff provisions on file with the Commission so as to threaten the safety of a person or the integrity of the service delivery system of the Company.
8. Unpaid indebtedness for telephone service previously furnished by the Company in the name of the Customer within 4 years of the date the bill is rendered.

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2. REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Disconnection of Service (Cont'd)

B. Termination of Service

When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons:

1. Failure to make satisfactory arrangements to pay arrearages.
2. Failure to post a deposit, furnish a third-party guarantee or otherwise establish credit.
3. Failure to meet the requirements of a payment agreement.
4. Failure to give adequate assurances that an unauthorized use or practice will cease.

C. Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except under the conditions set forth in 2.5.5 A. or where an emergency exists.

D. Notwithstanding the provisions set forth in 2.5.5 A. and 2.5.5 B., when a suspension is based on an occurrence which endangers the safety of a person, or appears likely to harm the Company's service delivery capability, no written notice shall be given to the Customer prior to a suspension made under the foregoing conditions. The Company shall mail a suspension notice to the Customer's billing address at the time of the suspension.

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2. REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, charges will be imposed as described herein.

- A. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service commenced.
- B. In addition to those charges specified in Section 4, where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- C. The special charges described herein will be calculated and applied on a case-by-case basis.

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2. REGULATIONS**2.5 Payment Arrangements (Cont'd)****2.5.7 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 fee shall be adjusted accordingly.

2.6 Adjustments and Allowances for Interruptions

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

2.6.1 When service is interrupted for a period of at least twenty-four (24) hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations provided for in subsection 2.6.2 following. The Company may also, from time to time, offer its Customer's limited service alternatives in out-of-service conditions.

A. One-thirtieth (1/30) of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative, useless or substantially impaired for each of the first three (3) full twenty-four (24) hour periods during which the interruption continues after notices by the Customer to the Company if the out-of-service extends beyond a minimum of twenty-four (24) hours.

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2. REGULATIONS

2.6 Adjustments and Allowances for Interruptions (Cont'd)

2.6.1 (Cont'd)

- B. Two-thirtieths (2/30) of the tariff monthly rate for each full twenty-four (24) hour period beyond the first three (3) twenty-four (24) hour periods. However, in no instance shall the allowance for the out-of service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered useless or impaired.

- 2.6.2 When service is interrupted for a period of at least twenty-four (24) hours due to storms, fires, floods or other conditions beyond the control of the Company, an allowance of one-thirtieth (1/30) of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative or substantially impaired shall apply for each full twenty-four (24) hours during which the interruption continues after notice by the Customer to the Company.

2.6.3 Limitation on Allowances

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

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2. REGULATIONS

2.6 Adjustments and Allowances for Interruptions (Cont'd)

2.6.3 Limitation on Allowances (Cont'd)

- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during any period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service 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; and
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

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2. REGULATIONS

2.7 Cancellation of Service

A Customer who wishes to have service discontinued shall give at least 5 days oral or written notice to the telephone company, specifying the date on which it is desired that service be discontinued.

If a Customer terminates services before the completion of the term commitment for any reason whatsoever other than a service interruption (as defined in Section 2.6 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.

2.7.1 A Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then- current term commitment discounted at a rate determined by the Public Utility Commission;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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2. REGULATIONS**2.8 Transfers and Assignments**

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

- to any subsidiary, parent company or affiliate of the Company; or
- pursuant to any sale or transfer of substantially all the assets of the Company within the Commonwealth of Pennsylvania; or
- pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.10 Taxes, Surcharges and Fees

- 2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- 2.10.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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2. REGULATIONS

2.11 Customer Complaints and/or Billing Disputes

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

Comcast Business Communications
650 Centerton Road
Moorestown, NJ 08057
888-205-5000

If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Harrisburg, PA 17020
1-800-692-7380

2.12 Tests, Pilots, and Contests

The Company may conduct special tests or pilot programs at its discretion to demonstrate the ease of use and quality of service. The Company may also waive a portion of or all processing fees or installation fees for winners of contests sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.13 9-1-1 Telecommunications Service

All terms and conditions set forth in this section are fully applicable to Local Exchange Services as defined in this tariff.

2.13.1 Glossary of Terms

- A. Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI) /MSAG data used for providing 9-1-1 service.
- B. Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with "service provider".
- C. Content: The data elements of the MSAG including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:
 - A. Tax area record
 - B. Locality
 - C. Street
 - D. Thoroughfare
 - E. Directional [where required]
 - F. Even (E), odd (O), or all (A) [applied to house numbers]
 - G. Low-high range of house numbers
 - H. PSAP (Public Safety Answering Point)
 - I. LAT/Long (Latitude/Longitude) [where required]
- D. Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

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2. REGULATIONS2.13 9-1-1 Telecommunications Service (Cont'd)2.13.2 Service Overview

- A. When requested by local government authorities, the Company will provide 9-1-1 Telecommunications Service (A9-1-1 Service@) for the purpose of voice reporting emergencies by the public.
- B. The Telephone Company will comply with the Protocols as set forth in, and in the form of, Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.
- C. A Public Safety Answering Point (APSAP@) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer first; Second PSAPs receive calls on a transfer basis only.
- D. Any person dialing "9-1-1" from a telephone which is usable for local exchange telephone network access and arranged to provide 9-1-1 Service will be automatically connected to the appropriate PSAP for that telephone.
- E. For the purposes of this tariff, a Responding Agency is an agency that is prepared to provide one or more specific emergency services via calls received from a PSAP.
- F. 9-1-1 calls originated from the Company's Local Exchange Service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by the Company.
- G. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions. Particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.

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2. REGULATIONS2.13 9-1-1 Telecommunications Service (Cont'd)2.13.2 Service Overview (Cont'd)

- H. 9-1-1 Service may be classified as one of two types: Basic Service and Enhanced Service.
1. Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes, to a single PSAP which is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features which may or may not be available with Enhanced 9-1-1 Service.
 2. Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features which may or may not be available with Basic 9-1-1 Service.
- I. The Company's 9-1-1 Service is provided consistent with the county/municipal 9-1-1 protocols and the Pennsylvania Emergency Services Act. Future revisions or additions made to the Protocols by a county/municipality will be handled by the Company as described in the Protocols, and any tariff changes will be made accordingly.
- J. The Company will not use the county's/municipality's Master Street Address Guide (MSAG) for any purpose that is not directly related to, and required for, the provision of 9-1-1 Service. The Company's liability and indemnification for 9-1-1 Service is described in this section.
- K. The Host Telephone Company will install the county's/municipality's MSAG in a read/write format and will not modify the content of the MSAG unless requested or permitted to so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.

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2. REGULATIONS

2.13 9-1-1 Telecommunications Service (Cont'd)

2.13.2 Service Overview (Cont'd)

- L. The Company will in no way directly or indirectly sell, lease, license, rent, loan, provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(s).
- M. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.
- N. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

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2. REGULATIONS

2.13 9-1-1 Telecommunications Service (Cont'd)

2.13.3 Liability and Indemnification (Applicable to Both Basic and Enhanced Service, as Appropriate)

- A. This offering is limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number (Code).
- B. 9-1-1 Service is one-way service only.
- C. The Company shall not incur any liability, direct or indirect, to any person who dials, or attempts to dial, the digits "9-1-1", or to any other person who may be affected by the dialing of the digits "9-1-1". The Company's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this section and in the rules.
- D. The Company does not undertake to answer and forward 9-1-1 calls to Responding Agencies but furnishes the use of its facilities to enable the Customer to access the PSAP for their region and enables emergency personnel to respond to such calls on the Customer's premises.
- E. 9-1-1 Service is provided solely for the benefit of the Customer. The provision of 9-1-1 service by the Company shall not be interpreted, construed or regarded as being for the benefit of, or creating any Company obligation toward, any third person or legal entity other than the Customer.
- F. Each Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any loss, damage, or destruction of any property, whether owned by the Customers or others.

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2. REGULATIONS

2.13 9-1-1 Telecommunications Service (Cont'd)

2.13.3 Liability and Indemnification (Applicable to Both Basic and Enhanced Service, as Appropriate) (Cont'd)

- G. The Customer also agrees to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of the 9-1-1 Service and the equipment associated therewith, including, but not limited to, the identification of the telephone number used by the party or parties accessing 9-1-1 Service hereunder, and which arise out of negligence or other wrongful act of the Company, the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.
- H. By calling 9-1-1 Service, the 9-1-1 calling party gives the Company consent to provide 9-1-1 information, consisting of the name, address, and telephone number of the Customer at the location from which the call was made, to law enforcement agencies and other emergency service providers on a call-by-call basis to enable those agencies and service providers to respond to emergency calls for assistance.
- I. The Company maintains insurance coverage for liability related to or arising out of the provision of 9-1-1 service.
- J. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.

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2. REGULATIONS2.13 9-1-1 Telecommunications Service (Cont'd)2.13.4 E-9-1-1 Trunk Group Failure or 9-1-1 Tandem Failure

In the event of a failure of all the trunk groups between the Comcast switch(es) and the 9-1-1 tandem, or a failure of the 9-1-1 tandem switch, the following procedure will be followed:

The local 10 digit telephone number of the default 9-1-1 PSAP has been programmed into the Comcast central office switch. In those PSAPs where 10 digit telephone number access to the default 9-1-1 PSAP is not available, the Customer must dial 0 to reach the operator platform. In the event of a trunking failure, calls usually routed to the 9-1-1 trunks will be routed to the ten digit telephone number of the default PSAP. If the Comcast personnel via local alarm observe the trunking failure, the alternate routing plan will be invoked along with immediate attempts to isolate and restore the failure. Notification will be made to the local 9-1-1 agency designated notification point. If Comcast is notified of the failure by the 9-1-1 tandem or local 9-1-1 agency, the Comcast operations center will immediately invoke the alternate routing plan and assist as needed to isolate and restore service.

In the event of a failure of all of the trunk groups between Comcast switch(es) and the 9-1-1 tandem, or a failure of the 9-1-1 tandem switch, the following procedures will be followed in the City of Philadelphia. The Comcast switch is programmed to play the following announcement which has been approved by the City of Philadelphia 9-1-1 authorities: "Comcast B 9-1-1 B all circuits are busy now. Please hang up, then dial your operator."

2.13.5 Switch Isolation

In the event of a complete switch failure and isolation from the 9-1-1 and public switched telephone networks, the following procedure will be followed:

- A. Upon determination of a switch failure and isolation, Comcast personnel will invoke the Nortel Networks Recovery Procedures documented in Publication number 297-8001-545 in an effort to restore the switch to service as soon as possible.
- B. Notification of the failure condition and restoral status will be made to the local 9-1-1 agency designated notification point.
- C. All efforts will be made to restore the failure quickly and return all service to normal.

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3. DESCRIPTION OF SERVICE

3.1 General

3.1.1 The Company will provide local exchange service in the Commonwealth of Pennsylvania as specified herein. Comcast will provide services over its own facilities or will utilize the facilities, in whole or in part, of other telecommunications companies. The Company's local services include a statewide calling area.

3.1.2 The Company's local exchange services provide a Customer with a telephonic connection to the public switched telecommunications network. Each exchange access service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. access (at no additional charge) the telecommunications relay service (TRS) system by dialing 7-1-1; and
- G. access services provided by other common carriers that purchase the Company's switched access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each exchange access service is available on a "full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

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4. SPECIAL ARRANGEMENTS**4.1 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable MRCs and NRCs of the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall disclose the promotion and post-promotion price to the Customer at the time of offering the promotional price and service. The Company shall notify each participating Customer when the promotional offering expires and limit promotions to a duration of no longer than six (6) months (out of each 12 month period). All Customers shall be eligible for promotions where facilities and billing capabilities permit.

Promotions will be filed with the Pennsylvania Public Utility Commission for inclusion in the Company's tariff to be effective on one (1) day's notice with copies to the Office of Trial Staff (OTS), Office of Consumer Advocate (OCA), and Office of Small Business Advocate (OSBA).

4.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis based on the following:

- ICB arrangements shall be filed with the Commission under proprietary seal to be effective on one day's notice.
- ICB rates shall be filed with the Commission for public inspection.

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service

5.1.1 General

- A. Subject to the terms set forth in Section 5.1.4, following, purpose of this Tariff is to provide an overview of Local Interconnection Service (“LIS”) and the terms and conditions under which LIS is offered by the applicable Comcast entity. (C)
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis, based on the services that the Customer requests. (C)
- C. Upon receipt of a bona fide request for LIS from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- * * * (C)
- D. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol (“VoIP”) service as defined in 47 C.F.R. § 9.3, and all other applicable laws and regulatory requirements. (C)
- * * * (C)
- E. The terms and conditions set forth in this Section 5.1 are in addition to the terms and conditions found in the Regulations section of this Tariff. (C)

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.2 Definitions

- A. "Company" means the applicable affiliate of Comcast Corporation that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS. (C)
- B. "Customer" means the provider of retail interconnected VoIP service that purchases LIS from the Company.
- C. "Subscriber" means the customer of the Customer. (C)

5.1.3 Description of Service

- A. LIS provides for the transport and origination of a Customer's traffic to and from third-party telecommunications carriers on the public switched telephone network (PSTN), and related services described herein. In this arrangement, the Company serves as a carrier "partner" as described by the FCC in, among other places, FCC No. 07-188, Telephone Number Requirements for IP-Enabled Services Providers (Nov. 8, 2007). The Customer's facilities must consist of an IP-based, broadband network. (C)
- B. The Company will accept and deliver voice traffic in time division multiplex ("TDM") protocol. The Customer shall, at its sole cost, be responsible for providing and maintaining applicable equipment, software, and facilities necessary for the Customer to provide interconnected VoIP service to its Subscribers. (C)
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE5.1 Local Interconnection Service (Cont'd)5.1.3 Description of Service (Cont'd)

- D. LIS provides standard 10-digit telephone numbers and two-way local exchange telecommunications service, including a statewide local calling area, to permit Customers to provide interconnected VoIP service to Subscribers. Subscribers shall be assigned telephone numbers obtained by the Company. (C)
- E. As part of provisioning of LIS, the Company may utilize an affiliate's softswitch or other functionality to originate, terminate and/or transport traffic. In accordance with functions performed by the Company, the Company will bill, collect and retain all inter-carrier compensation from third-party carriers for the origination and termination of traffic.
- F. Where available in a service territory, LIS may also include support for the provision of E-911 emergency calling capability, telecommunications relay services (711), toll services, and directory listings. Operator services and directory assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 service access code.
- G. The Company will assist the Customer in the provision of standard and nonpublished directory listings. The Company's liability, if any, for its gross negligence or willful misconduct in the provision of Directory Services is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by (or other legal remedies available to) the Customer for damages associated with Directory Services, the Company's liability, if any, shall not exceed the monthly charges, if any, for the impacted Directory Services for the affected period. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer. (C)

Text previously on this page has been moved to Page 3.1.

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.4 Use of Service

- A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 5.1.8 and 5.1.9 of this Tariff.

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5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.4 Use of Service (Cont'd)

- * * * (C)
- B. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN), destination called party number, Originating Line Information Parameter (“OLIP”) on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide Automatic Number Identification (ANI) or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company’s reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination. (C)
- C. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid service addresses that can be confirmed against the Master Street Address Guide (“MSAG”). (C)

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5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.4 Use of Service (Cont'd)

* * * (C)

D. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. (C)

* * * (C)

E. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE5.1 Local Interconnection Service (Cont'd)5.1.5. Term and Termination

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.
- C. Discontinuance of Service for Cause
1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
 2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
 3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
 4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.5. Term and Termination (Cont'd)

C. Discontinuance of Service for Cause (Cont'd)

5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

6. In the event of fraudulent use of services by the Customer or its Subscribers, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges. (C)
(C)

7. Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.

8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

9. In the event that the Customer's use of LIS in any manner interferes with the quality of service to other carriers or to the Company; causes electrical hazards to the Company's personnel, damage to the Company's equipment or malfunction of the Company's equipment, the Company may immediately discontinue or suspend service without incurring any liability. (C)
|
(C)

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.6. Subscriber Orders And Usage Forecasts

- A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a “market order”) in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market (“subscriber order”).
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability (“LNP”) requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other common carriers in addition to or in lieu of the Company.

5.1.7. Local Number Portability

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company’s agent in obtaining Subscriber requests to port a telephone number from a third party provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of “number portability” contained at 47 C.F.R. § 52.21(m). (C)
- B. Porting Out. The Company shall honor requests received from third-party providers to port-out a telephone number currently assigned to a Subscriber (“Port-Out”). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company’s standard operating procedures. (C)

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.8 Emergency 911 Service

A. Subject to technical limitations which may vary from market location to market location, the Company shall offer 911 Services as part of LIS, subject to the limitations stated herein.

* * * (C)

B. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured. (C)

C. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation. (C)

D. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Sections 5.1.8.B and 5.1.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section. (C)

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5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.8 Emergency 911 Service (Cont'd)

- E. LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 5.1.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES. (C)

5.1.9 Limitation Of Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 5.1.9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.9 Limitation Of Liability (Cont'd)

- D. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable for any claims for loss or damages involving: (C)
(C)
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers. (C)
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control (a *force majeure* event), including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof; (C)
 3. Any unlawful or unauthorized use of Comcast's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Comcast-provided facilities or services; or by means of the combination of Comcast-provided facilities or services with Customer-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over Comcast's facilities;

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5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.9 Limitation Of Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section;
 7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
 8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
 9. Any non-completion of calls due to network busy conditions;
 10. Any calls not actually attempted to be completed during any period that service is unavailable.
- E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.9 Limitation Of Liability (Cont'd)

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to the service provided by the other entities. (C)
(C)
- H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Tariff, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.
- I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer-provided facilities or services.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

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5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.10 Service Availability

Subject to the terms set forth in this Tariff including but not limited to the terms of Section 5.1.4.A, preceding, LIS is offered subject to the availability of suitable facilities in the following locations. LIS provides unlimited statewide local exchange calling.

Conestoga Telephone and Telegraph Company

Birdsboro
Boyertown
Douglassville
Green Hills
Morgantown
Oley
Sassamansville
Topton
Yellow House

Consolidated Communications of Pennsylvania Company

Cooperstown
Criders Corners
Curtisville
Freeport
Gibsonia
Mars
Saxonburg
Wexford

United Telephone Company of Pennsylvania Pa. d/b/a Embarq Pennsylvania

Allensville
Bedford
Bedford Valley
Beech Creek
Belleville
Biglerville
Blacktown
Blain
Blue Ridge Summit
Bruin
Butler
Carlisle
Chambersburg
Charlesville
Chicora
Claysburg
Clearville
Columbia
Connoquesnessing
Dry Run
Duncannon
East Waterford
Eau Claire
Elizabethtown
Emlenton
Evans City
Everett
Fairfield
Fayetteville
Fishertown
Foxburg
Gettysburg
Greencastle

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By: David Lloyd, Director
Comcast Business Communications, LLC
183 Inverness Drive West
Englewood, Colorado 80112

COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.10 Service Availability (Cont'd)

(C)

**United Telephone Company of
Pennsylvania Pa. d/b/a Embarq
Pennsylvania**

Hanover
Harrisville
Hewitt
Hopewell
Howard
Hyndman
Ickesburg
Littlestown
Liverpool
Loysburg
Loysville
Marietta
Marion
Marklesburg
Martinsburg
Marysville
McAlisterville
McConnellstown
McConnellsburg
Mercersburg
Meridian
Mifflintown
Millerstown
Mill Hall
Mount Joy
Mountville
Mount Holly Springs
New Bloomfield
Newburg
New Oxford
Newport
Newville
Nixon

**United Telephone Company of
Pennsylvania Pa. d/b/a Embarq
Pennsylvania**

North Washington
Orbisonia
Osterburg
Parker
Petrolia
Plain Grove
Portersville
Port Royal
Prospect
Reedsville
Richfield
Roaring Spring
Saint Thomas
Schellsburg
Shade Gap
Shippensburg
Slippery Rock
State Line
Thompsontown
Three Springs
Volant
Waynesboro
West Sunbury
Williamsburg
York Springs
Zion

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.10 Service Availability (Cont'd)

(C)

**Commonwealth Telephone Company,
LLC d/b/a Frontier Communications
Commonwealth Telephone Company**

**Commonwealth Telephone Company,
LLC d/b/a Frontier Communications
Commonwealth Telephone Company**

Atglen
Bangor
Belvidere
Benton
Blossburg
Brooklyn
Center Moreland
Clarks Summit
Conyngham-Drums
Coopersburg
Covington
Dallas
Dalton
Dushore
Eagles Mere
Estella
Elizabethville
Factoryville
Ferndale
Gap
Gratz
Hallstead
Harding
Harveys Lake
Hensel
Huntington Mills
Kirkwood
Laceyville
Lake Winola
Laporte
Lawrenceville
Lawsville
Leesport

LeRaysville
Lewisberry
Liberty
Lykens
Mansfield
Mehoopany
Middlebury Center
Millersburg
Montrose
Morris
Muhlenburg
Muncy Valley
New Albany
Nicholson
Noxen
Nuangola
Nuremberg
Orangeville
Pen Argyl
Pocono Lake
Portland
Quarryville
Rawlinsville
Ringtown
Rome
Rush
St. Joseph
Saylorsburg
Shickshinny
Springville
Susquehanna
Sweet Valley

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.10 Service Availability (Cont'd)

(C)

**Commonwealth Telephone Company,
LLC d/b/a Frontier Communications
Commonwealth Telephone Company**

Tioga
Towanda
Tower City
Tremont
Troy
Trucksville
Tunkhannock
Uhlerstown
Ulster
Valley View
Wapwallopen
Warren Center
Wellsboro
Wyalusing

**Frontier Communications of
Breezewood, LLC**

Breezewood
Needmore
New Grenada
Warfordsburg

**Frontier Communications of
Pennsylvania, LLC**

Intercourse
Leola
New Holland
Terre Hill

Windstream Pennsylvania, Inc.

Albion
Apollo
Bobtown
Brave
Brockway
Brookville
Callensburg
Carmichaels
Coalport
Cochranon
Colver
Conneaut Lake
Conneautville
Corsica
Darlington
Dayton
Delmont
Driftwood
East Brady
Elderton
Emporium
Enon Valley
Export
Ford City
Fredericktown
Fredonia
Glasgow
Graysville
Greensboro
Guys Mills
Harrison City
Hawthorn
Hazen

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.10 Service Availability (Cont'd)

(C)

Windstream Pennsylvania, Inc.

Hughesville
Jamestown
Jefferson
Johnsonburg
Kersey
Kittanning
Knox
Lansford
Leechburg
Linesville
Luthersburg
Meadville
Midway
Montgomery
Mount Morris
Muncy
New Alexandria
New Bethlehem
New Freeport
Penfield
Port Matilda
Rices Landing
Richeyville
Ridgway
Rimersburg
Rockland
Rogersville
Rural Valley
Saegertown
Saint Marys
Sandy Lake
Sheakleyville
Sheffield

Windstream Pennsylvania, Inc.

Shipperville
Sigel
Sligo
Spraggs
Strattanville
Summerville
Templeton
Timblin
Townville
Turbotville
Warriors Mark
Watsonstown
Waynesburg
Weedville
Westford
West Springfield
Wilcox
Worthington

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COMPETITIVE LOCAL EXCHANGE CARRIER

5. LOCAL INTERCONNECTION SERVICE

5.1 Local Interconnection Service (Cont'd)

5.1.11 Rates and Charges

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- C. Rates for Interstate and International services associated with LIS are included in the Company's Service Guides posted on the Company's website at www.xfinity.com/tariffs. (C)

	NONRECURRING CHARGE	
1. Local Interconnection Service	ICB	
	MONTHLY RATE	
2. Local Interconnection Port	ICB	(C)
3. Local Interconnection Service	[1]	

[1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations. See 5.1.11.A above for additional information.

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