

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, the 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)
(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. (D)
- 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)
(D)
(D)
- E. The terms and conditions set forth in this Section 5.1 are in addition to the terms and conditions found in the General Regulations section of this Tariff. (T)

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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)
- 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.
- 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. (N)

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5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.3. DESCRIPTION OF SERVICE (CONT'D)

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.

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(N)

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.

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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)

- 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. (T) (M) (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 postal addresses that can be confirmed against the Master Street Address Guide ("MSAG"). (T) (M)

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5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.4. USE OF SERVICE (CONT'D)

- (D)
- 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.
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(D)
- 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.
- (T)

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 Company 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)
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. (N)
(N)

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").

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5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.6. SUBSCRIBER ORDERS AND USAGE FORECASTS (CONT'D)

- 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.

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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).
- 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.

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5.1.8. EMERGENCY 911 SERVICE

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

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5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.8. EMERGENCY 911 SERVICE (CONT'D)

- 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. (T)
- 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. (T)
- 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. (T) (C)
- 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. (T)

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

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.
- D. The Company shall not be liable for any claims for loss or damages involving:
 - 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)

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.9. LIMITATION OF LIABILITY (CONT'D)

- 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.
- 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. 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.
- 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.

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5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.9. LIMITATION OF LIABILITY (CONT'D)

- 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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5.1.10. SERVICE AVAILABILITY

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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 within the state. LIS provides unlimited statewide local exchange calling.

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5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.11. DESCRIPTION OF RATES AND CHARGES

(T)

- 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.

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5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.12. RATES AND CHARGES

(T)

	NONRECURRING CHARGE
A. Local Interconnection Service	ICB
	MONTHLY RATE
B. Local Interconnection Port	ICB
C. Local Interconnection Service	[1]

(C)

[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 preceding for additional information.

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