

This Tariff replaces Comcast Business Communications Tariff B.P.U. No.1 in its entirety.

COMCAST BUSINESS COMMUNICATIONS, LLC
1500 MARKET STREET
PHILADELPHIA, PA 19102

END USER COMMUNICATIONS SERVICES TARIFF

Regulations and Schedule of Intrastate Rates
and Charges Applying to Competitive End User Communications
Services for Business Customers (Including Basic Local Exchange
and Miscellaneous Services) Within the State of New Jersey.

Issued: February 10, 2006

Effective: February 17, 2006

Issued by: John Sullivan, Vice President
Comcast Business Communications,
1500 Market Street
Philadelphia, PA 19102

NJ06-003c

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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LOCAL INTERCONNECTION SERVICE 107 (N)

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- T To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Board of Public Utilities B New Jersey. For example, the 4th Revised Page 15 Cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:

- 2
- 2.1
- 2.1.1
- 2.1.1.1
- 2.1.1.1.1

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange end-user communications services by Comcast Business Communications, LLC, hereinafter referred to as the Company, to customers within the State of New Jersey.

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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.

Board: The Board of Public Utilities of the State of New Jersey.

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.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

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.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

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DEFINITIONS

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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

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

Station-to-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

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

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DEFINITIONS

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.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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

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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 State of New Jersey.

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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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.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 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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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. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other 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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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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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. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- L. 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.
- M. 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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REGULATIONS

2.1 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.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

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 will generally provide installation of service whereby seventy-five percent of regular installations are provided within five working days of the due date mutually agreed upon by the Company and the Customer. Company liability for any delays in commencing service to any Customer is set forth in Section 2.1.4 herein.
- 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.
- 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.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- 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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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E911)

- A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E911), (Cont'd)

- E. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of 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 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 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.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.9 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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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.10 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 New Jersey Board of Public Utilities 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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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;

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- 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 2.3.1.C. 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;

- 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;

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1500 Market Street
Philadelphia, PA 19102

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- 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 2.3.1.D; 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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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, including attorneys' fees, 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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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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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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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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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 taxes, charges or surcharges 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 30 days after the invoice date, unless otherwise agreed to in advance.
- 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 30 days after the invoice 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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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. A late payment charge of 1.5% per month or the highest interest rate which may be applied under state law for commercial transactions will be assessed to any balance carried forward to the next month's bill in accordance with N.J.A.C. 14:3-7.13.
- 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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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Deposits will be required and handled in accordance with N.J.A.C. 14:3-7.1 through N.J.A.C. 14:3-7.5.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Disconnection of Service

- A. The Company may discontinue service to a Customer under the conditions set forth in the New Jersey Administrative Code 14:3-3A.
- B. Pursuant to New Jersey Administrative Code 14:3-3A.3, the Company will give Customers at least ten (10) days' written notice of its intent to discontinue service for nonpayment of bills. Such notice will not be served until at least fifteen (15) days after the postmark date on the bill envelope.
- C. The Company may discontinue service to a Customer under the following conditions in accordance with N.J.A.C.14:3-3A1.:
 - 1. for failure of the Customer to meet the Company's deposit and credit requirements;
 - 2. for failure of the Customer to make proper application for service;
 - 3. for Customer's violation of any of the Company's rules on file with the Board;
 - 4. for failure of the Customer to provide the Company reasonable access to its equipment and property;
 - 5. for Customer's breach of the contract for service between the Company and the Customer;
 - 6. for a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
 - 7. when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- D. 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.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

Where a Customer cancels 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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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 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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2.6 Adjustments and Allowances for Interruptions (Cont'd)

2.6.1 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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REGULATIONS

2.7 Cancellation of Service

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.

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

- 2.7.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer; plus
- 2.7.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
- 2.7.3 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 New Jersey Board of Public Utilities;
- 2.7.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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:

- 2.8.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.8.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.8.3 pursuant to any financing, merger or reorganization of the Company.

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REGULATIONS

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 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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REGULATIONS

2.10 Taxes, Surcharges and Fees

The Customer is responsible for the payment of any state sales tax, federal excise tax and any federally mandated surcharges, such as: Federal Universal Service Fund Surcharge, FCC Subscriber Line Charge and Local Number Portability Surcharge. All taxes and surcharges 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.

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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, LLC
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:

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

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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DESCRIPTION OF SERVICE

3.1 Introduction

Comcast will provide Local Exchange Service in the State of New Jersey 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 rates for specific services are set forth in Section 4 - Rates.

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the following areas:

Exchange Area	Exchange Areas Included in Local Service Area			
! ALLENTOWN	! Allentown	! Hightstown	! Mercerville	! New Egypt
# ASBURY PARK	# Asbury Park # Belmar	# Deal # Eatontown	# Long Branch	# Spring Lake
! ATLANTIC CITY	! Atlantic City ! Brigantine	! Ocean City	! Pleasantville	! Somers Point
# ATLANTIC HIGHLANDS	# Atlantic Highlands # Keansburg	# Keyport # Long Branch	# Middletown	# Red Bank
BAYONNE	Bayonne @ Elizabeth	Jersey City	Newark	Union City
! BEAVER BROOK	! Beaver Brook ! Blackwood ! Camden	! Collingswood ! Gloucester ! Haddonfield	! Haddon Heights ! Laurel Springs ! Merchantville	! Wenonah ! Woodbury
+ BELLEVILLE	+ Belleville + Bloomfield Kearny	+ Newark + Nutley + Orange	+ Passaic + Paterson	Rutherford + Verona
# BELMAR	# Asbury Park # Belmar	# Deal # Farmingdale	# Long Branch # Manasquan	# Spring Lake
! BERLIN	! Berlin ! Haddonfield	! Hammonton ! Laurel Springs	! Marlton ! Medford	! Vincentown
! BLACKWOOD	! Beaver Brook ! Blackwood ! Glassboro	! Gloucester ! Haddon Heights ! Laurel Springs	! Pitman ! Wenonah	! Williamstown ! Woodbury
+ BLOOMFIELD	+ Belleville + Bloomfield + Caldwell Kearney	+ Little Falls + Livingston + Newark + Nutley	+ Orange + Passaic + Paterson	Rutherford + South Orange + Verona

! Indicates 609 Area
@ Indicates 908 Area
Indicates 732 Area

Indicates 201 Area
+ Indicates 973 Area

Ø Indicates Independent Company

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
@ BERNARDSVILLE	@ Bernardsville + Mendham	@ Millington + Morristown	+ Mount Freedom	@ Peapack
+ BOONTON	+ Boonton + Butler	+ Caldwell + Morristown	+ Rockaway	+ Whippany
! BORDENTOWN	! Bordentown ! Burlington	! Ewing ! Florence	! Fort Dix ! Mercerville	! New Egypt ! Trenton
# BOUND BROOK	# Bound Brook # Dunellen	# East Millstone @ Millington	# New Brunswick @ Plainfield	@ Somersville
! BRIGANTINE	! Atlantic City ! Beach Haven	! Brigantine ! Ocean City	! Pleasantville ! Somers Point	! Tuckerton
@ BURLINGTON	! Bordentown ! Burlington	! Florence	! Mount Holly	! Riverside
+ BUTLER	+ Boonton + Butler	+ Newfoundland	Oakland	+ Pompton Lakes
+ CALDWELL	+ Bloomfield + Boonton + Caldwell	+ Little Falls + Livingston + Mountain View	+ Orange + Rockaway	+ Verona + Whippany
! CAMDEN	! Beaver Brooke ! Camden ! Collingswood	! Gloucester ! Haddonfield	! Haddon Heights ! Merchantville	! Moorestown ! Riverton
# CARTERET	# Carteret @ Cranford @ Elizabeth	@ Linden # Metuchen # Perth Amboy	# Rahway @ Roselle	# South Amboy # Woodbridge
CHATHAM	Chatham Livingston	Madison Millburn	South Orange @ Summit	Whippany

! Indicates 609 Area Indicates 201 Area
 @ Indicates 908 Area + Indicates 973 Area
 # Indicates 732 Area Ø Indicates Independent Company
 NOTE 1: All NXX's are 908 except 425 which is 973.

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
CLIFFSIDE	Cliffside Dumont Englewood	Hackensack Hasbrouck Hts.	Leonia Rutherford	Teaneck Union City
CLOSTER	Closter Dumont	Englewood Leonia	Oradell Park Ridge	Teaneck Westwood
! COLLINGSWOOD	! Beaver Brook ! Camden ! Collingswood	! Gloucester ! Haddonfield	! Haddon Heights ! Laurel Springs	! Marlton ! Merchantville
! CRANBURY	! Cranbury # @Englishtown # @Franklin Park	! Hightstown # Jamesburg	# Monmouth Junction	! Plainsboro ! Princeton
@ CRANFORD	# Carteret @ Cranford @ Elizabeth	@ Fanwood @ Linden + Millburn	# Rahway @ Roselle + South Orange	@ Summit @ Unionville @ Westfield
# DEAL	# Ashbury Park # Belmar	# Deal # Eatontown	# Long Branch # Red Bank	# Spring Lake
DUMONT	Cliffside Closter Dumont	Englewood Fair Lawn Hackensack	Leonia Oradell Park Ridge	Teaneck Westwood
# DUNELLEN	# Bound Brook # Dunellen	# East Millstone @ Fanwood	@ Millington # New Brunswick	@ Plainfield @ Somerville
# EAST MILLSTONE	@ Belle Mead # Bound Brook # Dunellen	# East Millstone # Franklin Park	# Monmouth Junction @ Neshanic	# New Brunswick @ Somerville

! Indicates 609 Area Indicates 201 Area
 @ Indicates 908 Area + Indicates 973 Area
 # Indicates 732 Area Ø Indicates Independent Company

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
# EATONTOWN	# Asbury Park # Deal	# Eatontown # Farmingdale	# Freehold # Long Branch	# Middletown # Red Bank
! EGG HARBOR	! Egg Harbor	! Hammonton	! Mays Landing	! Pleasantville
@ ELIZABETH	Bayonne # Carteret @ Cranford	@ Elizabeth @ Linden + Newark	+ Orange # Rahway @ Roselle	+ South Orange @ Unionville @ Westfield
! ELMER	! Bridgeton	! Elmer	! Franklinville	! Vineland
ENGLEWOOD	Cliffside Closter Dumont	Englewood Fair Lawn Hackensack	Hasbrouck Hts. Leonia	Oradell Teaneck
# ENGLISHTOWN	! Cranbury # Englishtown	# Freehold ! Hightstown	# Jamesburg # Matawan	# South River
! EWING	! Bordentown ! Ewing ! Lawrenceville	! Mercerville Morristown, PA	! Pennington ! Princeton	! Trenton Yardley, PA
FAIR LAWN	Dumont Englewood Fair Lawn	Hackensack Hasbrouck Hts. Hawthorne	Oradell + Passaic + Paterson	Ridgewood Teaneck
@ FANWOOD	@ Cranford # Dunellen @ Fanwood	+ Milburn @ Plainfield	# Rahway @ Roselle	@ Summit @ Westfield
# FARMINGDALE	# Belmar # Eatontown	# Farmingdale # Freehold	# Lakewood	# Spring Lake
! FLORENCE	! Bordentown ! Burlington	! Florence ! Fort Dix	! Mount Holly	! Riverside
! FORT DIX	! Bordentown ! Florence	! Fort Dix ! Mount Holly	! New Egypt ! Pemberton	! Vincentown
# FRANKLIN PARK	! Cranbury # East Millstone # Franklin Park	# Monmouth Junction	# New Brunswick ! Plainsboro	! Princeton # South River
4FRANKLINVILLE	4Elmer 4Franklinville	4Glassboro 4Pitman	4Vineland	4Williamstown

! Indicates 609 Area
@ Indicates 908 Area
Indicates 732 Area
4 Indicates 856 Area

Indicates 201 Area
+ Indicates 973 Area
Ø Indicates Independent Company

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
# FREEHOLD	# Eatontown Englishtown	# Farmingdale # Freehold	# Holmdel # Lakewood	# Matawan
! GLASSBORO	! Blackwood ! Camden	! Collingswood ! Gloucester ! Haddonfield	! Haddon Heights ! Laurel Springs ! Merchantville	! Paulsboro ! Wenonah ! Woodbury
4GLOUCESTER	4Beaver Brook 4Blackwood 4Camden	4Collingswood 4Gloucester 4Haddonfield	4Haddon Heights 4Laurel Springs 4Merchantville	4Paulsboro 4Wenonah 4Woodbury
HACKENSACK	Cliffside Dumont Englewood Fair Lawn	Hackensack Hasbrouck Hts. Leonia Oradell	Passaic Ridgewood Rutherford	Teaneck Union City Westwood
! HADDONFIELD	! Beaver Brook ! Berlin ! Camden	! Collingswood ! Gloucester ! Haddonfield	! Haddon Heights ! Laurel Springs ! Marlton	! Merchantville ! Moorestown
! HADDON HEIGHTS	! Beaver Brook ! Blackwood ! Camden	! Collingswood ! Gloucester ! Haddonfield	! Haddon Heights ! Laurel Springs	! Merchantville ! Woodbury
! HAMMONTON	! Berlin ! Egg Harbor	! Hammonton ! Mays Landing	! Milmay	! Williamstown
HASBROUCK HTS.	Cliffside Englewood Fair Lawn	Hackensack Hasbrouck Hts. Leonia	+ Nutley + Passaic	Rutherford Teaneck
+ HAWTHORNE	Fairlawn + Hawthorne + Little Falls	+ Mountain View Oradell + Passaic	+ Paterson Ramsey	Ridgewood Wyckoff
! HIGHSTOWN	! Allentown ! Cranbury	# Englishtown ! Hightstown	! Mercerville	! Plainsboro
# HOLMDEL	# Freehold # Holmdel	# Keyport # Matawan	# Middletown	# Red Bank

! Indicates 609 Area Indicates 201 Area
 @ Indicates 908 Area + Indicates 973 Area
 # Indicates 732 Area Ø Indicates Independent Company
 4 Indicates 856 Area

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
! HOPEWELL	@ Belle Mead Ø ! Hopewell	! Lambertville ! Lawrenceville	@ Neshanic ! Pennington	! Princeton
# JAMESBURG	! Cranbury # Englishtown	# Jamesburg # Monmouth Junction	! Plainsboro	# South River
JERSEY CITY	Bayonne Jersey City	Kearny	+ Newark	Union City
# KEANSBURG	# Atlantic Highlands	#Keansburg # Keyport	# Matawan # Middletown	# Red Bank
KEARNEY	+ Belleville + Bloomfield Jersey City	Kearney + Newark	+ Nutley + Orange	Rutherford Union City
# KEYPORT	# Atlantic Highlands # Holmdel	# Keansburg # Keyport	# Matawan # Middletown	# Perth Amboy # South Amboy
# LAKEHURST	# Lakehurst	# Lakewood	# Toms River	
# LAKEWOOD	# Farmingdale # Freehold	# Lakehurst # Lakewood	# Point Pleasant	# Toms River
! LAMBERTVILLE	! Hopewell	! Lambertville	New Hope, PA	! Pennington
! LAUREL SPRINGS	! Beaver Brook ! Berlin	! Blackwood ! Collingswood	! Gloucester ! Haddonfield	! Haddon Hts. ! Laurel Springs
! LAWRENCEVILLE	! Ewing ! Hopewell	! Lawrenceville ! Mercerville	! Pennington ! Plainsboro	! Princeton ! Trenton
LEONIA	Cliffside Closter	Dumont Englewood	Hackensack Hasbrouck Hts.	Leonia Teaneck
@ LINDEN	# Carteret @ Cranford @ Elizabeth	@ Linden # Rahway	@ Roselle @ Unionville	@ Westfield # Woodbridge
+ LITTLE FALLS	+ Bloomfield + Caldwell + Hawthorne	+ Little Falls + Mountain View + Nutley	+ Orange + Passaic	+ Paterson + Verona

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
+ LIVINGSTON	+ Bloomfield + Caldwell + Chatham	+ Livingston + Madison + Millburn	+ Newark + Orange + S. Orange	@ Summit + Verona + Whippany
# LONG BRANCH	# Ashbury Park # Atlantic Highlands	# Belmar # Deal	# Eatontown # Long Branch	# Red Bank # Spring Lake
+ MADISON	+ Chatham + Livingston	+ Madison + Millburn	+ Morristown + So. Orange	@ Summit + Whippany
# MANASQUAN	# Belmar	# Manasquan	# Mt. Pleasant	# Spring Lake
MARLTON	Berlin Collingswood	Haddonfield Marlton	Medford Moorestown	Vincentown
# MATAWAN	# Englishtown # Freehold # Holmdel	# Keansburg # Keyport # Matawan	# Middletown # Perth Amboy	# So. Amboy # So. River
! MAYS LANDING	! Egg Harbor ! Hammonton	! Mays Landing ! Milmay	! Pleasantville	! Tuckahoe
! MEDFORD	! Berlin ! Marlton	! Medford ! Moorestown	! Mount Holly ! Pemberton	! Vincentown
+ MENDHAM	@ Bernardsville @ Chester Ø	+ Mendhan + Morristown	+ Mount Freedom @ Peapack	+ Succasunna
! MERCERVILLE	! Allentown ! Bordentown	! Ewing ! Hightstown	! Lawrenceville ! Mercerville	! Plainsboro ! Trenton
! MERCHANTVILLE	! Beaver Brook ! Camden ! Collingswood	! Gloucester ! Haddonfield ! Haddon Heights	! Merchantville ! Moorestown	! Riverside ! Riverton

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
# METUCHEN	# Carteret # Metuchen	# New Brunswick # Perth Amboy	@ Plainfield # Rathway	# So. Amboy # Woodbridge
# MIDDLETOWN	# Atlantic Highlands # Eatontown	# Holmdel # Keansburg	# Keyport # Matawan	# Middletown # Red Bank
+ MILLBURN	+ Chatham @ Cranford @ Fanwood + Livingston	+ Madison + Millburn + Newark	+ Orange @ Roselle + So. Orange	@ Summit @ Unionville @ Westfield
@ MILLINGTON	@ Bernardsville # Bound Brook	# Dunellen @ Millington	@ Plainfield @ Somerville	@ Summit
! MILMAY	! Hammonton ! Mays Landing	4 Millville ! Milmay	! Port Norris ! Tuckahoe	4 Vineland
# MONMOUTH JUCTION	Cranbury # East Millstone # Franklin Park	# Jamesburg # Monmouth Junction	Plainsboro	! Princeton
! MOORESTOWN	! Camden ! Haddonfield ! Marlton	! Medford ! Merchantville	! Moorestown ! Mount Holly	! Riverside ! Riverton
+ MORRISTOWN	@ Bernardsville + Boonton + Dover	+ Madison + Mendham	+ Morristown + Mount Freedom	+ Rockaway + Whippany
+ MOUNTAIN VIEW	+ Caldwell + Hawthorne + Little Falls	+ Mountain View Oakland + Passaic	+ Paterson + Pompton Lakes	+ Verona Wyckoff

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
! MOUNT HOLLY	! Burlington ! Florence	! Fort Dix ! Medford	! Moorestown ! Mount Holly	! Pemberton ! Vincentown
! MULLICA HILL	! Glassboro ! Mullica Hill ! Paulsboro	! Penns Grove ! Pitman ! Salem	! Swedesboro ! Wenonah	! Woodbury ! Woodstown
@ NESHANIC	@ Belle Mead + East Millstone	! Hopewell	@ Neshanic	@ Somerville
+ NEWARK	Bayonne + Belleville + Bloomfield @ Elizabeth	Jersey City Kearney + Livingston + Millburn	+ Newark + Nutley + Orange + So. Orange	@ Unionville + Verona
# NEW BRUNSWICK	# Bound Brook # Dunellen	# East Millstone # Franklin Park	# Metuchen # New Brunswick	@ Somerville + South River
! NEW EGYPT	! Allentown ! Bordentown	! Fort Dix	! New Egypt	! Pemberton
+ NUTLEY	+ Belleville + Bloomfield + Hasbrouck Hts.	Kearny + Little Falls + Newark	+ Nutley + Orange + Passaic	+ Paterson Rutherford + Verona
OAKLAND	+ Butler + Erskine Lakes	+ Mountain View Oakland	+ Pompton Lakes Ramsey	Wyckoff
! OCEAN CITY	! Atlantic City ! Avalon ! Brigantine	! Cape May Ct. Hs. ! Ocean City	! Pleasantville ! Sea Isle City ! Somers Point	! Tuckahoe ! Wildwood

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
ORADELL	Closter Dumont Englewood	Fair Lawn Hackensack Hawthorne	Oradell Park Ridge Ridgewood	Teaneck Westwood
+ ORANGE	+ Belleville + Bloomfield + Caldwell @ Elizabeth	Kearny + Little Falls + Livingston + Millburn	+ Newark + Nutley + Orange	+ So. Orange @ Unionville + Verona
+ PASSAIC	+ Belleville + Bloomfield Fair Lawn	Hackensack Hasbrouck Hts. + Hawthorne	+ Little Falls + Mountain View + Nutley	+ Passaic + Paterson Rutherford
+ PATERSON	+ Belleville + Bloomfield Fair Lawn	+ Hawthorne + Little Falls + Mountain View	+ Nutley + Passaic	+ Paterson Ridgewood
! PAULSBORO	! Gloucester ! Mullica Hill	! Paulsboro ! Penns Grove	! Swedesboro ! Wenonah	! Woodbury ! Woodstown
@ PEAPACK	@ Bernardsville ¹ @ Chester Ø	+ Mendham@ Oldwick Ø	@ Peapack @ Somerville	+ Succasunna
! PEMBERTON	! Fort Dix ! Medford	! Mount Holly ! New Egypt	! Pemberton	! Vincentown
! PENNINGTON	! Ewing ! Hopewell	! Lambertville ! Lawrenceville	! Pennington	! Princeton
# PERTH AMBOY	# Carteret # Keyport	# Matawan # Metuchen	# Perth Amboy # Rahway	# So. Amboy # Woodbridge

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
PITMAN	Blackwood Franklinville Glassboro	Mullica Hill Pitman Swedesboro	Wenonah Williamstown	Woodbury Woodstown
# PLAINFIELD	# Bound Brook # Dunellen	@ Fanwood # Metuchen	@ Millington @ Plainfield	# Rahway @ Westfield
! PLAINSBORO	! Cranbury + Franklin Park ! Hightstown	# Jamesburg ! Lawrenceville ! Mercerville	# Monmouth Junction	! Plainsboro ! Princeton
! PLEASANTVILLE	! Atlantic City ! Beach Haven ! Brigantine	! Egg ! Harbor ! Mays Landing	! Ocean City ! Pleasantville	! Somers Point ! Tuckerton
# POINT PLEASANT	# Lakewood # Manasquan	# Point Pleasant # Seaside Park	# Spring Lake	# Toms River
+ POMPTON LAKES	+ Butler + Erskine + Lakes	+ Mountain View Oakland	+ Pompton Lakes	+ West Milford
! PRINCETON	@ Belle Mead Ø ! Cranbury ! Ewing	# Franklin Park ! Hopewell ! Lawrenceville	# Monmouth Junction ! Pennington	! Plainsboro ! Princeton
# RAHWAY	# Carteret @ Cranford @ Elizabeth	@ Fanwood @ Linden # Metuchen	# Perth Amboy @ Plainfield # Rahway	@ Roselle @ Westfield # Woodbridge

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
# RED BANK	# Atlantic Highlands # Deal	# Eatontown Holmdel	# Keansburg # Long Branch	# Middletown # Red Bank
RIDGEWOOD	Cragmere Fair Lawn Hackensack	+ Hawthorne Oradell Park Ridge	+ Paterson Ramsey Ridgewood	Westwood Wyckoff
! RIVERSIDE	! Burlington ! Florence	! Merchantville ! Moorestown	! Riverside	! Riverton
! RIVERTON	! Camden ! Merchantville	! Moorestown	! Riverside	! Riverton
+ ROCKAWAY	+ Boonton + Caldwell + Dover	+ Hopatcong + Morristown	+ Mount Freedom + Rockaway	+ Succasunna + Whippany
@ ROSELLE	# Carteret @ Cranford @ Elizabeth	@ Fanwood @ Linden + Millburn	# Rahway @ Roselle + So. Orange	@ Summit @ Unionville @ Westfield
RUTHERFORD	+ Belleville + Bloomfield Cliffside	Hackensack Hasbrouck Hts. Kearny	+ Nutley + Passaic	Rutherford Union City
# SEASIDE PARK	# Point Pleasant	# Seaside Park	# Toms River	
! SOMERS POINT	! Atlantic City ! Brigantine	! Ocean City ! Pleasantville	! Somers Point	! Tuckahoe
@ SOMERVILLE	# Bound Brook # Dunellen	# East Millstone @ Millington	@ Neshanic # New Brunswick	@ Peapack @ Somerville

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3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
# SOUTH AMBOY	# Carteret # Keyport	# Matawan # Metuchen	# Perth Amboy # South Amboy	# South River # Woodbridge
+ SOUTH ORANGE	+ Bloomfield + Chatham @ Cranford @ Elizabeth	+ Livingston + Madison + Millburn + Newark	+ Orange @ Roselle + So. Orange	@ Summit @ Unionville @ Westfield
# SOUTH RIVER	# Englishtown # Franklin Park	# Jamesburg # Matawan	# New Brunswick # South Amboy	# South River
# SPRING LAKE	# Asbury Park # Belmar	# Deal # Farmingdale	# Long Branch # Manasquan	# Point Pleasant # Spring Lake
@ SUMMIT	+ Chatham @ Cranford @ Fanwood	+ Livingston + Madison + Millburn	@ Millington @ Roselle + So. Orange	@ Summit @ Unionville @ Westfield
! SWEDESBORO	! Mullica Hill ! Paulsboro ! Penns Grove	! Pitman ! Salem	! Swedesboro ! Wenonah	! Woodbury ! Woodstown
TEANECK	Cliffside Closter Dumont	Englewood Fair Lawn Hackensack	Hasbrouck Hts. Leonia	Oradell Teaneck
# TOMS RIVER	Barnegate # Lakehurst	# Lakewood # Point Pleasant	# Seaside Park	# Toms River
! TRENTON	! Bordentown ! Ewing	! Lawrenceville ! Mercerville	! Morrisville, PA ! Trenton	! Yardley, PA

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
! TUCKERTON	! Barnegat ! Brigantine	! Beach Haven	! Pleasantville	! Tuckerton
UNION CITY	Bayonne Cliffside	Hackensack Jersey City	Kearny Rutherford	Union City
@ UNIONVILLE	@ Cranford @ Elizabeth @ Linden	+ Millburn + Newark + Orange	@ Roselle + So. Orange @ Summit	@ Unionville @ Westfield
+ VERONA	+ Belleville + Bloomfield + Caldwell	+ Little Falls + Livingston + Mountain View	+ Newark + Nutley + Orange	+ Verona + Whippany
! VINCENTOWN	4 Berlin ! Fort Dix	4 Marlton ! Medford	! Mount Holly ! Pemberton	! Vincetown
! VINELAND	! Bridgeton ! Cedarville	! Elmer ! Franklinville	! Millville ! Milmay	! Port Norris ! Vineland
! WENONAH	! Beaver Brook ! Blackwood ! Glassboro	! Gloucester ! Mullica Hill ! Paulsboro	! Pitman ! Swedesboro ! Wenonah	! Woodbury ! Woodstown
@ WESTFIELD	@ Cranford @ Elizabeth @ Fanwood	@ Linden + Millburn @ Plainfield	# Rahway @ Roselle + So. Orange	@ Summit @ Unionville @ Westfield
WESTWOOD	Closter Dumont	Hackensack Oradell	Park Ridge Ramsey	Ridgewood Westwood
+ WHIPPANY	+ Boonton + Caldwell + Chatham	+ Livingston + Madison	+ Morristown + Rockaway	+ Verona + Whippany

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
WILLIAMSTOWN	Blackwood Franklinville	Glassboro Hammonton	Pitman	Williamstown
# WOODBRIDGE	# Carteret @ Linden	# Metuchen # Perth Amboy	# Rahway # South Amboy	# Woodbridge
! WOODBURY	! Beaver Brook ! Blackwood ! Gloucester	! Haddon Heights ! Mullica Hill ! Paulsboro	! Penns Grove ! Pitman ! Swedesboro	! Wenonah ! Woodbury
! WOODSTOWN	! Glassboro ! Mullica Hill ! Paulsboro	! Penns Grove ! Pitman	! Salem ! Swedesboro	! Wenonah ! Woodstown
WYCKOFF	Cragmere + Hawthorne	+ Mountain ViewOakland	Ramsey Ridgewood	Wyckoff

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DESCRIPTION OF SERVICE

3.3 General

[Reserved for Future Use]

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DESCRIPTION OF SERVICE

3.4 Local Service Offerings

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3.4 Local Service Offerings (Cont'd.)

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3.4 Local Service Offerings (Cont'd.)

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3.4 Local Service Offerings (Cont'd.)

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3.4 Local Service Offerings (Cont'd.)

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3.4 Local Service Offerings (Cont'd.)

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3.4 Local Service Offerings (Cont'd.)

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3.4 Local Service Offerings (Cont'd.)

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3.4 Local Service Offerings (Cont'd.)

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3.4 Local Service Offerings (Cont'd.)

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3.4 Local Service Offerings (Cont'd.)

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DESCRIPTION OF SERVICE

3.5 Miscellaneous Services

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DESCRIPTION OF SERVICE

3.5 Miscellaneous Services (Cont'd.)

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RATES

4.1 Calculation of Rates

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RATES

4.2 Local Service Charges

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RATES

4.2 Local Service Charges (Cont'd.)

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RATES

4.2 Local Service Charges (Cont'd.)

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RATES

4.2 Local Service Charges (Cont'd.)

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RATES

4.3 Miscellaneous Charges

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RATES

4.3 Miscellaneous Charges (Cont'd.)

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SPECIAL ARRANGEMENTS

5.1 Individual Case Basis (ICB) Arrangements

Services and arrangements shall occasionally be developed on an individual case basis in response to requests of the Customer for unique services or arrangements or for unique or specially-bid pricing. Rates and charges associated with such services or arrangements may differ from those contained in this tariff for the basic services and arrangements identified herein.

5.2 Promotional Programs

The Company may, from time to time, offer services in this tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Board of Public Utilities. Promotional offerings will have an ending date. All rates and terms contained in this tariff shall continue to apply unless specifically addressed in the promotional agreements.

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service

6.1.1. General

- A. Subject to the terms set forth in Section 6.1.4, 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. (T)
(C)
(D)
(D)
- E. The terms and conditions set forth in this Section 6.1 are in addition to the terms and conditions found in the General Regulations section of this Tariff. (T)

LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.2. 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)
- C. “Subscriber” means the customer of the Customer. (C)

6.1.3. 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.

LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.3. 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. (N)
 - 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. (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. (T) (M1) (C)
- (M1)
- (M2)

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(M2) Material has been moved to Page 109.1.

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.4. 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 6.1.8 and 6.1.9 of this Tariff.

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)
6.1.4. Use of Service (Cont'd)

- (D)
- (D)
- (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 (“signaling information”). 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)
(C)
(C)
(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)

LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.4. 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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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.

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.5. Term and Termination

(T)

- 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.

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.5. Term and Termination (Cont'd)

(T)

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

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.
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.
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.

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.6. 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.

6.1.7. 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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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.8. 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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(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.

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.8. Emergency 911 Service (Cont'd)

- 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 6.1.8 B and 6.1.8.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 6.1.9 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)

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.9. 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 6.1.9.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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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.9. Limitation of Liability (Cont'd)

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)
3. Any unlawful or unauthorized use of the Company'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 Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.9. 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.

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.9. 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.

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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.9. Limitation of Liability (Cont'd)

- 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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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

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6.1.10. Service Availability

(C)

Subject to the terms set forth in this Tariff including but not limited to the terms of Section 6.1.4.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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(M) Material has been moved to Page 109.

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Issued by: David Lloyd - Director
Comcast Business Communications, LLC
183 Inverness Drive West
Englewood, CO 80112

LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.11. Description of Rates and Charges

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- 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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LOCAL INTERCONNECTION SERVICE

6.1. Local Interconnection Service (Cont'd)

6.1.12. Rates and Charges

(T)

**NONRECURRING
CHARGES**

Local Interconnection Service

ICB

(D)

MONTHLY RATES

Local Interconnection Port

ICB

(C)

(D)

(D)

Local Interconnection Service

[1]

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[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 capability, length of contract term, optional features, and maintenance and security considerations. See 6.1.11.A preceding for additional information.

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