

# **EXHIBIT 1**



# PUBLIC NOTICE

Federal Communications Commission  
445 12<sup>th</sup> St., S.W.  
Washington, D.C. 20554

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DA 08-760  
Released: March 28, 2008

**COMMENTS INVITED ON APPLICATION OF COMCAST PHONE OF MASSACHUSETTS, INC., COMCAST PHONE OF NEW HAMPSHIRE, LLC, COMCAST PHONE OF OHIO, LLC, AND COMCAST PHONE OF PENNSYLVANIA, LLC TO DISCONTINUE DOMESTIC TELECOMMUNICATIONS SERVICES**

**WC Docket No. 08-45  
Comp. Pol. File No. 857**

**Comments Due: April 14, 2008**

**Section 214 Application**

**Applicants: Comcast Phone of Massachusetts, Inc., Comcast Phone of New Hampshire, LLC, Comcast Phone of Ohio, LLC, and Comcast Phone of Pennsylvania, LLC**

On February 20, 2008, Comcast Phone of Massachusetts, Inc., Comcast Phone of New Hampshire, LLC, Comcast Phone of Ohio, LLC, and Comcast Phone of Pennsylvania, LLC (collectively Comcast or Applicants), located at One Comcast Center, 50th Floor, Philadelphia, PA 19103, filed an application with the Federal Communications Commission (FCC or Commission) requesting authority, under section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214, and section 63.71 of the Commission's rules, 47 C.F.R. § 63.71, to discontinue the provision of certain domestic telecommunications services in Massachusetts, New Hampshire, Ohio, and Pennsylvania.

Comcast indicates that it currently provides interstate and intrastate telecommunications services throughout Massachusetts, New Hampshire, Ohio, and Pennsylvania (the Service Areas). Comcast states, however, that it now intends to discontinue its provision of certain telecommunications services, marketed to the public under the brand name "Comcast Digital Phone," in the Service Areas. According to Comcast, the anticipated date for the proposed discontinuance is on or after April 29, 2008. Comcast explains that the proposed April 29, 2008 disconnection will be a "soft disconnect" and that end-user customers in the affected locations will continue to be able to call emergency services by dialing 911, and to call the Comcast Phone call center until May 29, 2008, or one month after the authorized disconnection date. Comcast also states that it will assist affected customers during their transition to alternative service providers, and that it will continue to provide other telecommunications services in the Service Areas. Comcast indicates that it informed all affected customers of the proposed discontinuance by letters sent via first class U.S. Mail on January 25, 2008. Finally, Comcast asserts that it is non-dominant in the local exchange, interstate, and interexchange services markets.

In accordance with section 63.71(c) of the Commission's rules, Comcast's application will be deemed to be granted automatically on the 31st day after the release date of this public notice, unless the Commission notifies Comcast that the grant will not be automatically effective. In Comcast's application and notice to its customers, Comcast indicates that it anticipates discontinuing service on or after April

29, 2008. Accordingly, pursuant to section 63.71(c) and the terms of Comcast's application and notice, absent further Commission action, Comcast may terminate its Comcast Digital Phone service in Massachusetts, New Hampshire, Ohio, and Pennsylvania on or after **April 29, 2008**. The Commission normally will authorize proposed discontinuances of service unless it is shown that customers or other end users would be unable to receive service or a reasonable substitute from another carrier, or that the public convenience and necessity would be otherwise adversely affected.

This proceeding is considered a "permit but disclose" proceeding for purposes of the Commission's ex parte rules, 47 C.F.R. §§ 1.1200-1.1216. Comments objecting to this application must be filed with the Commission on or before **April 14, 2008**. Such comments should refer to **WC Docket No. 08-45 and Comp. Pol. File No. 857**. Comments should include specific information about the impact of this proposed discontinuance on the commenter, including any inability to acquire reasonable substitute service. Comments may be filed using the Commission's Electronic Comment Filing System (ECFS) or by filing paper copies. See *Electronic Filing of Documents in Rulemaking Proceedings*, 63 FR 24121 (1998). Comments filed through the ECFS can be sent as an electronic file via the Internet to <http://www.fcc.gov/cgb/ecfs/>. Filers should follow the instructions provided on the Web site for submitting comments. Generally, only one copy of an electronic submission must be filed. In completing the transmittal screen, filers should include their full name, U.S. Postal Service mailing address, and the applicable docket or rulemaking number. Parties may also submit an electronic comment by Internet e-mail. To get filing instructions for e-mail comments, filers should send an e-mail to [ecfs@fcc.gov](mailto:ecfs@fcc.gov), and include the following words in the body of the message, "get form." A sample form and directions will be sent in response.

Parties who choose to file by paper must send an original and four copies of the comments to the Office of the Secretary, Federal Communications Commission, 445 12th Street, S.W., Room TW-A325, Washington, D.C. 20554. Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission. The Commission's contractor will receive hand-delivered or messenger-delivered paper filings for the Commission's Secretary at 236 Massachusetts Avenue, N.E., Suite 110, Washington, D.C. 20002. The filing hours at this location are 8:00 a.m. to 7:00 p.m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building. Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743. U.S. Postal Service first-class mail, Express, and Priority mail should be addressed to 445 12th Street, S.W., Washington, D.C. 20554.

Two copies of the comments should also be sent to the Competition Policy Division, Wireline Competition Bureau, Federal Communications Commission, 445 12th Street, S.W., Room 5-C140, Washington, D.C. 20554, Attention: Carmell Weathers. In addition, comments should be served upon the Applicant. Commenters are also requested to fax their comments to the FCC at (202) 418-1413, Attention: Carmell Weathers.

The application will be available for public inspection and copying during regular business hours at the FCC Reference Center, Portals II, 445 12th Street, S.W., Room CY-A257, Washington, D.C. 20554, (202) 418-0270. A copy of the application may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554, telephone (202) 488-5300, facsimile (202) 488-5563, or via e-mail at [FCC@BCPIWEB.COM](mailto:FCC@BCPIWEB.COM). People with Disabilities: To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an e-mail to [fcc504@fcc.gov](mailto:fcc504@fcc.gov) or call the Consumer & Governmental Affairs Bureau at (202) 418-0530 (voice), (202) 418-0432 (TTY).

For further information, contact Carmell Weathers, (202) 418-2325 (voice), [carmell.weathers@fcc.gov](mailto:carmell.weathers@fcc.gov), or Matt Warner, (202) 418-2419 (voice), [matthew.warner@fcc.gov](mailto:matthew.warner@fcc.gov), of the Competition Policy Division, Wireline Competition Bureau. The TTY number is (202) 418-0484. For further information on procedures regarding section 214 please visit [http://www.fcc.gov/wcb/cpd/other\\_adjud](http://www.fcc.gov/wcb/cpd/other_adjud).

– FCC –

## **EXHIBIT 2**

STATE OF VERMONT  
PUBLIC SERVICE BOARD

Investigation into regulation of Voice )  
Over Internet Protocol ("VOIP") services )

Docket No. 7316

**CERTIFICATE OF SERVICE**

I, Brian Daly, certify that on April 7, 2008, I forwarded copies of the *Prefiled Direct Testimony of David Kowolenko* on behalf of Comcast Phone of Vermont, LLC to the attached service list by first class mail:

Susan Hudson, Clerk  
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(For the nine independent Vermont incumbent  
local exchange carriers (the "Independents"))<sup>1</sup>

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Burlington, VT 05401

Dated at Burlington, Vermont, April 7, 2008.

by:



Brian Daly, Paralegal

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<sup>1</sup>FairPoint Vermont, Inc., d/b/a FairPoint Communications; Franklin Telephone Company, Inc.; Ludlow Telephone Company, Inc.; Northfield Telephone Company, Inc.; Perkinsville Telephone Company, Inc.; Shoreham Telephone Company, Inc.; Topsham Telephone Company, Inc.; Vermont Telephone Company, Inc., d/b/a VTel; and Waitsfield-Fayston Telephone Company, Inc., d/b/a Waitsfield Telecom, d/b/a Champlain Valley Telecom

STATE OF VERMONT  
PUBLIC SERVICE BOARD

Docket No. 7316

Investigation into regulation of Voice over )  
Internet Protocol (“VoIP”) services )

**PREFILED DIRECT TESTIMONY OF  
DAVID KOWOLENKO**

**ON BEHALF OF COMCAST PHONE OF VERMONT, LLC**

April 7, 2008

Summary:

Mr. Kowolenko describes how Comcast provides its interconnected VoIP service – Comcast Digital Voice and Comcast Business Class Digital Voice – in Vermont. The first part of his testimony explains how the service works, from a network engineering perspective. The second part describes the terms and conditions of the service.

1   **Q.    Please state your name and business address for the record.**

2       Response: David J. Kowolenko, Division Vice President Voice Services, Comcast,  
3       North Central Division, 25 Industrial Drive, Chelmsford MA.

4  
5   **Q.    Please describe your responsibilities with Comcast.**

6       Response: I am responsible for developing and deploying Comcast's interconnected  
7       Voice over Internet Protocol (VoIP) service -- Comcast Digital Voice ("CDV") and  
8       Comcast Business Class Digital Voice ("BCDV") -- to customers in Comcast's  
9       NorthCentral Division, which is comprised of eleven states, including Vermont. I  
10      am responsible for network design, deployment, voice traffic management, product  
11      and feature implementation, provisioning, capital expenditures and budgeting for the  
12      CDV product throughout the Division.

13  
14   **Q.    What are your qualifications?**

15      Response: I have been in the telecommunications industry for over 20 years,  
16      including the last 12 with Comcast and predecessor companies. I have held different  
17      operational and engineering roles in both the telecommunications and cable  
18      industries. Prior to my current position, I was responsible for Comcast's Eastern  
19      Division Voice Operations from October 2003 to November 2006, where I oversaw  
20      the initial deployment of CDV. In this capacity, I was responsible for network  
21      design, product roll-out, product implementation, project management and  
22      operations. From December 2002 to October 2003, I had regional responsibilities  
23      for Comcast's New England Region as Vice President of Advanced Products,

1 overseeing Voice (circuit-switched voice service branded as Comcast Digital Phone)  
2 and High Speed Data operations. From May 2002 to November 2002, I served as a  
3 Vice President – Strategic Telephony Projects at AT&T Broadband in Denver,  
4 where I developed and executed a comprehensive conversion plan to smoothly  
5 transition AT&T Broadband telephony customers to Comcast. From February 2001  
6 to April 2002, I served as Regional Vice President of Telephony for the New  
7 England region of ATT Broadband. From January 1996 to February 2001, I served  
8 as a Director at Continental Cablevision/MediaOne/ATT of New England, where I  
9 supported the design, implementation and installation of a network utilizing  
10 traditional circuit switched technology.

11 My career in communications began at Southern New England Telephony in  
12 1986, where I was a Manager in technical support for switching systems. Just prior  
13 to my departure almost a decade later, I played an integral part in advancing the  
14 industry's first cable telephony phone trial in Stamford, CT.

15 I have an undergraduate degree in Computer Science from Eastern  
16 Connecticut College and a Master's Degree in Computer Science from the University  
17 of New Haven. I also have Associate of Science Degrees in Electrical Engineering,  
18 Data Processing, and Computer Systems from Thames Valley State Technical  
19 College (now called Three Rivers College) in Norwich, CT.

20  
21 **Q. What is the purpose of your testimony in this docket?**

22 Response: I will describe how Comcast provides its interconnected VoIP services --  
23 CDV and BCDV -- in Vermont. The first part of my testimony explains how it

1 works, from a network engineering perspective. The second part describes the terms  
2 and conditions of those services.

3  
4 **Q. Please provide background information about Comcast, including its network**  
5 **and the services it offers in Vermont.**

6 Response: Comcast Corporation is the largest provider of cable television service in  
7 the U.S. In the past decade, encouraged by federal policy promoting the deployment  
8 of broadband services through a deregulatory environment, Comcast has invested  
9 billions of dollars in upgrading its cable television facilities to create a national  
10 network through which it also can offer VoIP and high-speed Internet access (often  
11 called “cable modem” services) as well as advanced video services. This network  
12 currently serves millions of customers nationwide.

13 Comcast’s facilities extend to areas with more than 230,000 households in  
14 the 127 communities Comcast serves in Vermont. Comcast’s network now serves  
15 more than 100,000 customers in Vermont.

16 As part of Comcast’s national system, the Comcast network in Vermont is  
17 route-diverse and redundant, and connects at multiple points along Vermont’s  
18 borders to the national fiber backbone. The distribution plant is a hybrid fiber-  
19 coaxial network (HFC), supported by six headends<sup>1</sup> in Vermont and a master  
20 headend in New Hampshire.

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<sup>1</sup> The “headend” is the Comcast facility where the HFC terminates and contains the electronics that support the Comcast infrastructure.

1 Comcast acquired the assets of Adelphia Cable and its eight Vermont  
2 operating companies in July 2006.<sup>2</sup> Since then, Comcast has invested in its fiber-rich  
3 broadband network in Vermont, integrated it into Comcast's national IP broadband  
4 network, and expanded its services in the state. This required a substantial  
5 investment of financial and engineering resources. Comcast has over 4,800 miles of  
6 cable plant in Vermont. By the end of 2009, Comcast will have invested  
7 approximately \$40 million to upgrade the network and construct more than 1,000  
8 miles of new plant since acquiring the system in 2006. Comcast has more than 300  
9 Vermont-based employees.

10 Comcast offers multichannel cable entertainment in a variety of packages.  
11 Comcast Digital Cable offers customers more than 250 channels, dozens of premium  
12 movie channels, an interactive program guide and 45 channels of commercial-free  
13 music. Comcast also offers high-definition (HD) channels, as well as its ON  
14 DEMAND service, which provides more than 7,000 mostly free programs each  
15 month for viewing at any time. Comcast also has launched its High-Speed Internet  
16 service with PowerBoost, with speeds up to 12 megabits per second.

17 In addition to its fee-based services, Comcast provides complimentary  
18 broadband services to schools, libraries and Boys & Girls Clubs on its Vermont  
19 network. In 2007, Comcast provided more than \$1.5 million in cash, public service  
20 announcements, and in-kind services to Vermont libraries, schools and nonprofits.

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<sup>2</sup> Docket 7077, Order of December 29, 2005.

1           Finally, Comcast launched Comcast Digital Voice in portions of its Vermont  
2 footprint in June 2007, in order to offer Vermont customers a new choice in  
3 competitive voice services.<sup>3</sup> Comcast is continuing with the deployment of CDV in  
4 Vermont. A more complete description of CDV is provided in the remainder of my  
5 testimony.

6

7 **Q.   What Comcast entities are involved in providing VoIP services in Vermont?**

8 Response: Comcast Phone of Vermont, LLC, an indirect wholly owned subsidiary  
9 of Comcast Corporation, is a Delaware entity registered with the Vermont Secretary  
10 of State. Comcast Phone of Vermont, LLC is a CLEC certified to provide intrastate  
11 telecommunications service in Vermont pursuant to a Certificate of Public Good  
12 (“CPG”) granted by the PSB on August 24, 2006 (CPG No. 834-CR). The CPG was  
13 granted, consistent with Vermont’s stated policies in its State Telecommunications  
14 Plan, to bring competition and high quality service to Vermont’s residents.

15           Comcast Phone of Vermont, LLC is the entity that enters into  
16 interconnection agreements with telecommunications carriers for the exchange of  
17 traffic and holds the numbering rights and obligations, pursuant to federal law and  
18 numbering regulations. Comcast Phone of Vermont, LLC is the “partner” CLEC,  
19 which provides those services on behalf of its customer (and affiliated entity)  
20 Comcast IP Phone II, LLC d/b/a Comcast Digital Voice. Comcast IP Phone II,

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<sup>3</sup> Although not the primary focus of this testimony, I would note that a recent Microeconomic Consulting and Research Associates study commissioned by Comcast estimated that, nationally, the indirect benefit from competition has resulted in an average of \$12.00 per month in savings.

1            LLC is an indirect subsidiary of Comcast Corporation, organized in Delaware and  
2            registered with the Vermont Secretary of State. Comcast IP Phone II, LLC is an  
3            interconnected VoIP provider that delivers the CDV product to the end-user  
4            customer, and is subject to the jurisdiction of the Federal Communications  
5            Commission (FCC).

6  
7            **Q.     Please briefly explain the partnering relationship between Comcast Phone of**  
8            **Vermont, LLC and Comcast IP Phone II, LLC.**

9            Response: Comcast IP Phone II, LLC relies on a CLEC partner to provide a variety  
10            of services to Comcast IP Phone II, LLC that are not otherwise available. The FCC  
11            has recognized this type of partnership, in which a state-certificated CLEC “partner”  
12            provides telecommunications services to an interconnected VoIP provider. In fact,  
13            in its most recent order extending FCC numbering obligations to interconnected  
14            VoIP providers, the FCC noted that such action “may spur consumer demand for  
15            [VoIP] service, in turn driving demand for broadband connections and consequently  
16            encouraging more broadband investment and deployment...”<sup>4</sup>

17  
18            **Q.     You have used the term “interconnected VoIP provider” in describing**  
19            **Comcast. Please explain that term.**

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<sup>4</sup> *In the Matter of Telephone Number Requirements for IP-Enabled Services Providers*, 22 F.C.C.R. 19531, 19548 at ¶ 29 n. 102 (November 8, 2007).

1        Response: The FCC has defined an interconnected VoIP service as one that: (i)  
2        enables real-time, two-way voice communications; (ii) requires a broadband  
3        connection from the user's location; (iii) requires Internet protocol-compatible  
4        customer premises equipment (CPE); and (iv) permits users generally to receive calls  
5        that originate on the public switched telephone network and to terminate calls to the  
6        public switched telephone network.<sup>5</sup> Under this definition, Comcast provides an  
7        "interconnected VoIP service."

8                By way of background, because VoIP is a nascent technology, the FCC is still  
9        in the process of considering the regulatory status of VoIP in its ongoing *IP Enabled*  
10       *Services Docket*, WC Docket No. 04-36. Additionally, the FCC has issued a number of  
11       orders addressing primary public policy issues raised by VoIP, without specifically  
12       addressing its regulatory classification. The FCC's Orders have addressed such  
13       important policy issues as E911 compliance, CALEA, Universal Service Fund (USF),  
14       Interconnection, Customer Proprietary Network Information (CPNI), Disabilities  
15       Access, and most recently Local Number Portability (LNP). At present, the FCC  
16       has not yet concluded whether VoIP is an information service or a  
17       telecommunications service.

18  
19       **Q.**     Please provide an overview of how Comcast IP Phone II, LLC provides its  
20       service.

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<sup>5</sup> See e.g., Final Rule, E911 Requirements for IP-Enabled Services, 70 FR 37273-01, 37244-01 at ¶ 4 (June 29, 2005).

1        Response: In recent years, Comcast has taken advantage of advances in technology  
2        to offer customers the ability to transmit voice communications over its upgraded  
3        network using Internet protocol (“IP”) by launching CDV. IP protocol digitizes  
4        information – data, pictures or voice – into data “packets” that travel more  
5        efficiently over the IP network. The packets are grouped or sequenced so they arrive  
6        at their destination in the correct order. Comcast’s national network has been  
7        upgraded using IP technology to provide VoIP. The Company designed CDV  
8        service for delivery on a national technical infrastructure.

9                Voice service provided through IP technology eliminates the need for both a  
10        traditional telephone connection and equipment and the legacy telephone copper  
11        wire network. This allows Comcast to offer customers what they increasingly seek –  
12        simple and convenient bundled services that include cable, Internet and all-distance  
13        voice services (called “Triple Play”) -- all over Comcast’s private IP network. This  
14        converged network permits Comcast to provide services more efficiently, which  
15        translates into savings for Vermont customers. This efficiency extends to billing,  
16        installation and customer service. Customer service representatives can access  
17        information about all products in a single billing system, as multi-product customers  
18        receive only a single monthly bill. The converged network and IP technology allow  
19        Comcast to deploy enhanced features such as the Digital Voice web portal and  
20        voicemail over email, and in the near future, universal Caller ID (over the television  
21        or PC) as well as other new and enhanced products – integrating all voice, video and  
22        data products on the converged IP network.

1 Q. How does CDV compare to a traditional phone service?

2 Response: The flexibility of Comcast's VoIP application allows for many  
3 functionalities that are similar to traditional telephone services such as those offered  
4 by wireline carriers. CDV, however, is a very different technology and a very  
5 different service. In fact, Comcast has *added* features to its VoIP service to give CDV  
6 customers the familiarity they experience with traditional telephone service. For  
7 example, Comcast transmits an otherwise unnecessary sound that mimics a  
8 traditional "dial tone," as well as provides CPE that permits the VoIP application to  
9 function through a conventional whole-house telephone wiring, rather than a single  
10 dedicated phone plugged into CPE connected to the computer.

11 On a traditional analog phone network, the human voice travels between two  
12 callers in analog form over a dedicated circuit, using what is known as circuit-  
13 switched technology. The Comcast network, in contrast, converts the human voice  
14 into digital signals which are then sent via packets of information (data) that flow  
15 interwoven with other data packets such as email or video along Comcast's private  
16 IP data network.

17 A Comcast customer's phone call originates in the analog sound waves of the  
18 human voice. Next, a modem (an "eMTA", as described below) installed at the  
19 customer premise converts the sound waves to millions of discrete "packets" that  
20 travel over Comcast's IP network from one user to another. If the called party  
21 subscribes to a traditional landline telephone service, Comcast then converts these IP  
22 packets into a traditional telephone protocol before it hands the traffic off to the  
23 other providers to complete the call. For an incoming call to a Comcast customer,

1 the reverse process takes place: Comcast first receives the traffic and converts it into  
2 IP packets, which then travel over Comcast's IP network until they are converted  
3 back to analog signals compatible for delivery to the customer's phone.  
4

5 **Q. Please provide additional detail on the configuration and equipment used in**  
6 **providing CDV.**

7 Response: A CDV customer must use a piece of CPE called an embedded  
8 multimedia terminal adaptor (eMTA). The eMTA includes a jack, into which the  
9 customer plugs a phone or connects to the in-house wiring. The eMTA contains a  
10 modem which has two functions. First, it provides the end user a high speed data  
11 connection for accessing the Internet (for example, checking email, surfing the  
12 Internet and downloading content), as well as a device that converts analog voice  
13 signals into IP packets. Both the data packets that are destined for the public  
14 Internet over the high speed data connection and the voice packets travel over the  
15 same coaxial cable which runs from the customer's home to the Comcast headend.  
16 The headend is the Comcast facility where the HFC network terminates and contains  
17 the electronics that support the Comcast infrastructure.

18 All of the packets, whether voice or data related, terminate to the same  
19 equipment at the Comcast headend. That equipment is called a cable modem  
20 termination system (CMTS). Voice signaling packets are then separated from the  
21 high speed data packets over Comcast's private IP network and sent to a call  
22 management server (CMS), also referred to as a "soft switch." The soft switch  
23 functions much like a router on a traditional data network. It is called a "soft"

1 switch to underscore that its switching functionality occurs entirely by means of  
2 computer software.

3 From the soft switch, voice calls can be routed in a variety of ways,  
4 depending upon their destination. If a call is destined for a traditional circuit-  
5 switched subscriber on the Public Switched Telephone Network (PSTN), the call  
6 must be converted from IP protocol in order to interface with the PSTN, and  
7 ultimately terminate to the called party. A component of the soft switch called a  
8 "media gateway" performs this key function. The media gateway refers to both the  
9 hardware and its embedded software (media gateway control protocol) that converts  
10 the data from the format required by an IP packet network to that required by a  
11 traditional circuit-switched network. The media gateway converts the IP protocol to  
12 Time Division Multiplexing (TDM) protocol, which is the traditional signaling that  
13 most circuit-switched telecommunications providers use to complete calls. A  
14 protocol change occurs when the IP Packets are converted to TDM so the call can  
15 be transferred to the PSTN for completion.

16 A graphic illustration of how CDV functions is provided as an attachment to  
17 my testimony -- *Exhibit Comcast-1*.

18  
19 **Q. Can you explain in greater detail what a protocol conversion is, and when,  
20 where and how it happens with CDV?**

21 Response: Yes. The protocol conversion allows customers whose data is generated  
22 in one communications protocol (for example, IP) to communicate with users who  
23 send or receive data in a different communications protocol (for example, the

1 protocol used by traditional telephone networks to send and receive calls, the TDM  
2 protocol). Protocol conversion is a critical element that defines the service and  
3 makes it commercially feasible.

4 When a Comcast customer places a call to a traditional telephone customer,  
5 Comcast converts the call from the IP protocol in which the call begins to the TDM  
6 protocol used by the PSTN. The service also converts incoming calls from the  
7 PSTN to IP so that they can be received over broadband lines by Comcast  
8 subscribers. The conversion from IP to TDM occurs when calls routed from the IP  
9 network to the PSTN are converted by the media gateway component of the soft  
10 switch that is a part of Comcast's private network. The media gateway is the element  
11 that provides that call with access to the PSTN. It is the essential feature that allows  
12 CDV customers to communicate with users of the traditional PSTN.

13  
14 **Q. Please explain how CDV is an "information service."**

15 Response: As I stated previously, a CDV-originated call undergoes a protocol  
16 conversion when that CDV call is passed to the PSTN. Protocol conversion, by  
17 which the form of information is transformed, is a critical element of an information  
18 service.

19 Moreover, CDV encompasses features, functions and capabilities that go well  
20 beyond those available with traditional circuit-switched telephone services. CDV  
21 service is tightly integrated and intertwined with Comcast's other products on its IP  
22 data network. First, a CDV customer can access Comcast's web-based "Digital  
23 Voice Center" – a Comcast web portal available from *any* Internet connection –

1 through which users manage their communications interactively, setting up features  
2 and functionality of their service like call forwarding, call screening and checking  
3 what calls were dialed and received. In addition, the Digital Voice Center is linked to  
4 the customer's voicemail. CDV customers can listen to their voicemails online –  
5 again from any computer with an Internet connection. This web portal is similar to  
6 the one integrated into the Vonage service, which the FCC recognized in its *Vonage*  
7 *Order* as incorporating innovative “integrated capabilities” when it counseled against  
8 “molding this new service [VoIP] into the same old familiar shape.”<sup>6</sup> Similarly,  
9 Comcast's soon to be released universal Caller ID will allow customers to see  
10 information for incoming calls displayed on the television over Comcast's video  
11 service or on their computer. Comcast also plans to launch an enhanced cordless  
12 phone that will allow a CDV customer to check email, view voicemail, get  
13 information like sports and weather, and will also include other capabilities.  
14 Comcast is working on the implementation and rollout schedule for these products,  
15 as well as additional enhancements to CDV as discussed below.

16 The features and services of CDV described above are IP-driven, and are  
17 largely unavailable via traditional telephone networks.

18  
19 **Q. What types of VoIP services are available to consumers today?**

20 Response: IP technology is dynamic. For that reason, there are different types of  
21 IP-based voice services in the market today and they continue to evolve and change.

---

<sup>6</sup> *In the Matter of Vonage Holdings Corporation*, 19 F.C.C.R. 22404, 22407 at ¶ 7, 22420-22421 at ¶ 25, n. 93 (November 12, 2004).

1           Although there are variations, the three types currently available are peer-to-peer,  
2           over-the-top, and private IP networks.

3                     Peer-to-peer providers (also called computer-to-computer) offer VoIP  
4           communications directly between computers. They transmit voice IP packets  
5           entirely over the public Internet from one computer to another via a third-party high  
6           speed internet connection. These services (such as Skype) are often free to users and  
7           can be obtained through a simple download of software from the service provider,  
8           although they still require the purchase of broadband service from another provider.  
9           True peer-to-peer service, which connects calls only between computers, does not  
10          use or interconnect with the PSTN and is therefore not interconnected VoIP.<sup>7</sup>

11                    Another, more familiar type of service is known as “over-the-top.” An over-  
12          the-top application, such as Vonage, also requires a separate broadband connection,  
13          whether Comcast high speed Internet or some other broadband service (see further  
14          description of “over-the-top” below).

15                    Finally, there are the VoIP services, such as CDV, that use private IP  
16          networks rather than the public Internet.

17                    As discussed below, CDV is similar in many ways to an over-the-top service,  
18          and in some respects to peer-to-peer service.

19  
20      **Q.     How is CDV similar to an over-the-top type service?**

---

<sup>7</sup> To further illustrate how dynamic VoIP is, some peer-to-peer providers like Skype now also offer customers the ability to terminate calls to landline or wireless phones for a fee, with a product called “SkypeOut.” These calls do access the PSTN to terminate, making this product more analogous to an over-the-top service.

1        Response: They share a number of similarities. First, both are interconnected VoIP  
2 providers and depend on a protocol conversion to deliver and receive calls to and  
3 from the PSTN. Second, both Comcast and an over-the-top provider, such as  
4 Vonage, offer customers the ability to manage their service and features over an  
5 Internet portal; to listen to voicemails, view call logs, and manage vertical features,  
6 from any Internet connection.

7                Third, CDV and an over-the-top provider both have the capability to offer  
8 customers a choice of telephone numbers from a variety of U.S. rate centers.  
9 Comcast, however, has chosen to require that a CDV customer take a primary  
10 telephone number that correlates to the physical location of the rate center where the  
11 customer, and the eMTA, is located. While CDV does not have technical differences  
12 from over-the-top providers that preclude CDV from assigning telephone numbers  
13 outside of the subscriber's rate center, Comcast does not currently offer non-  
14 geographic numbers to customers. Likewise, an over-the-top service is typically  
15 marketed as nomadic, meaning the terminal adapter can be moved and plugged into  
16 different locations for use. Comcast could offer a nomadic service, although it does  
17 not at the present time.

18                Finally, as discussed above, CDV and over-the-top providers rely on a  
19 certificated "partner" CLEC in order to obtain certain functions for their service.  
20 These include interconnection to the PSTN, access to telephone number resources,  
21 porting and access to 911 networks.

22  
23        **Q. How is CDV similar to a peer-to-peer service?**

1        Response: When a CDV customer in Vermont calls another CDV customer in  
2        Vermont, the call stays *entirely* in IP protocol, from origination to termination, just  
3        like a peer-to-peer call. In fact, it never touches the PSTN. In this scenario, the call  
4        travels in IP format on Comcast's broadband network to the soft switch, but it does  
5        not pass through the media gateway, and does not undergo a protocol conversion to  
6        TDM to reach the PSTN. Rather it routes through the switch, in IP format, for  
7        termination at another CDV end user. This service also shares similar features with  
8        Vonage, such as on-line access to stored call logs and voicemails, and call  
9        management, as well as the capability to provide non-geographic numbers, as  
10       discussed above.

11  
12       **Q.     Are there similarities in call routing among peer-to-peer services, over-the-top**  
13       **services, and CDV?**

14       Response: Yes. When an over-the-top or peer-to-peer customer makes a call using a  
15       Comcast broadband connection, that call, in IP format, travels over the same facility  
16       as a CDV call during its transmission from the customer premise to the Comcast  
17       headend, and it terminates to the same CMTS equipment in the Comcast headend.  
18       CDV customers do not need to purchase a separate broadband connection because  
19       CDV uses the broadband connection that is already in place via the connection of  
20       Comcast's IP-enabled (hybrid fiber coaxial) facility to the customer's home. While  
21       CDV traffic remains on Comcast's private IP network until it is transferred to the  
22       PSTN, a Vonage or peer-to-peer call will traverse the public Internet to its eventual  
23       termination. An over-the-top call will travel the Internet to a soft switch that routes

1 it to the PSTN. A peer-to-peer call will stay entirely on the Internet and terminate at  
2 the end user's computer. All three types of service typically require a terminal  
3 adaptor or special software at the customer premise.  
4

5 **Q. What features are available to a Vermont CDV user today?**

6 Response: In Vermont, Comcast currently offers Comcast Unlimited, a call package  
7 which includes unlimited nationwide calls from home, as well as calls to Puerto Rico  
8 and Canada, for a flat rate. The service includes one fully featured line, and  
9 Enhanced Voicemail, which includes access to the Digital Voice web portal that  
10 enables customers to manage CDV calling features remotely as well as listen to and  
11 manage voicemail over the Internet. The service also includes 12 additional calling  
12 features such as 3-way Calling, Anonymous Call Rejection, Call Forwarding Selective,  
13 Call Forwarding Variable, Call Return, Call Screening, Call Waiting, Caller ID, Caller  
14 ID Per-Call or Per-Line Blocking, Caller ID with Call Waiting, Repeat Dialing, and  
15 Speed Dial 8. As discussed above, universal Caller ID will also be available shortly.  
16

17 **Q. How does the IP nature of CDV enable it to develop as a product?**

18 Response: CDV is a dynamic service, using IP technology as the foundation for  
19 future enhancements which will integrate and intertwine with Comcast's other  
20 products. For example, at the National Consumer Electronics Show in January  
21 2008, Comcast announced the SmartZone™ Communications Center, an innovative  
22 online application (made possible through IP technology) that integrates key features  
23 of our voice, high-speed Internet and video services. Using the SmartZone

1 Communications Center, Comcast customers can send and receive email; check,  
2 manage and even forward voicemails from any PC; manage a single address book;  
3 and in the future, remotely program their DVRs. Customers can also access  
4 personalized information such as weather, news reports, and stocks, and perform  
5 local searches on their phones. Comcast will also be releasing an enhanced cordless  
6 phone, compatible with CDV and the Comcast eMTA and integrated with the  
7 SmartZone Communications Center, so customers can access and update  
8 information through their enhanced cordless phone with CDV. The launch of these  
9 enhanced products in Comcast markets is planned for mid-2008. It is the IP  
10 technology that makes these seemingly futuristic integrated applications a reality in  
11 2008. In addition, there are products currently in development that will further  
12 differentiate CDV from traditional wireline phone service. To the extent there are  
13 system-wide developments in CDV during the pendency of this proceeding, I will  
14 provide supplements to this testimony.

15  
16 **Q. What are the pricing, terms and conditions on which CDV is offered to a**  
17 **Comcast subscriber?**

18 Response: As described above, CDV provides a combination of services and  
19 features for a single price. Comcast offers a nationwide standard package of  
20 unlimited phone service for \$44.95 as a stand alone service or with either video or  
21 high-speed Internet, and \$39.95 when purchased with both video and high-speed  
22 Internet. New CDV customers are eligible for money saving bundles, such as the  
23 Triple Play Starter Bundle, which includes Unlimited Voice, Comcast Starter Digital

1 Cable and High Speed Internet for \$99 for 12 months (plus the lease cost of the  
2 eMTA). CDV and either high speed data or video is also available for \$69 for 12  
3 months. Additional premium bundles are also available. After the promotional  
4 period, standard pricing applies.

5 Comcast renders customers a single bill for all services -- video, voice and  
6 Internet. Comcast also uses a single notice to inform customers of upcoming  
7 disconnects for non-payment.

8 The terms and conditions of the CDV service are contained in the  
9 Residential Subscriber Agreement, attached to my testimony as *Exhibit Comcast-2*.  
10 The Vermont CDV price list is attached as *Exhibit Comcast-3*.

11  
12 **Q. Are there regulatory requirements that apply to CDV?**

13 Response: Yes. The FCC regulates interconnected VoIP and has applied several  
14 requirements to it. Comcast IP Phone II, LLC directly pays federal USF, as required  
15 by the FCC, as well as all required state and city sales taxes of general applicability.  
16 Comcast-affiliated entities nationwide voluntarily paid into federal USF and  
17 complied with E911 standards before interconnected VoIP providers were required  
18 to by the FCC. Comcast has also always complied with important customer  
19 protections such as CALEA, CPNI and LNP – again, before the FCC required such  
20 compliance by interconnected VoIP providers.

21 In addition, Comcast Phone of Vermont (the CLEC partner) voluntarily pays  
22 into all state funds required for telecommunications carriers, including state USF,

1 which encompasses E911 funding in Vermont. It also pays the Vermont gross  
2 receipts tax required by 30 V.S.A. § 22.

3

4 **Q. Does CDV provide E911 capabilities?**

5 Response: Yes. Comcast's IP network is fully E911 capable, and our customers are  
6 in the State's ALI database and their calls carry ANI information. Our facilities are  
7 directly connected to Vermont's E911 tandems and our customers' E911 calls route  
8 identically to traditional E911 service. Comcast complies with all FCC regulations  
9 regarding the provision of E911 by interconnected VoIP providers.

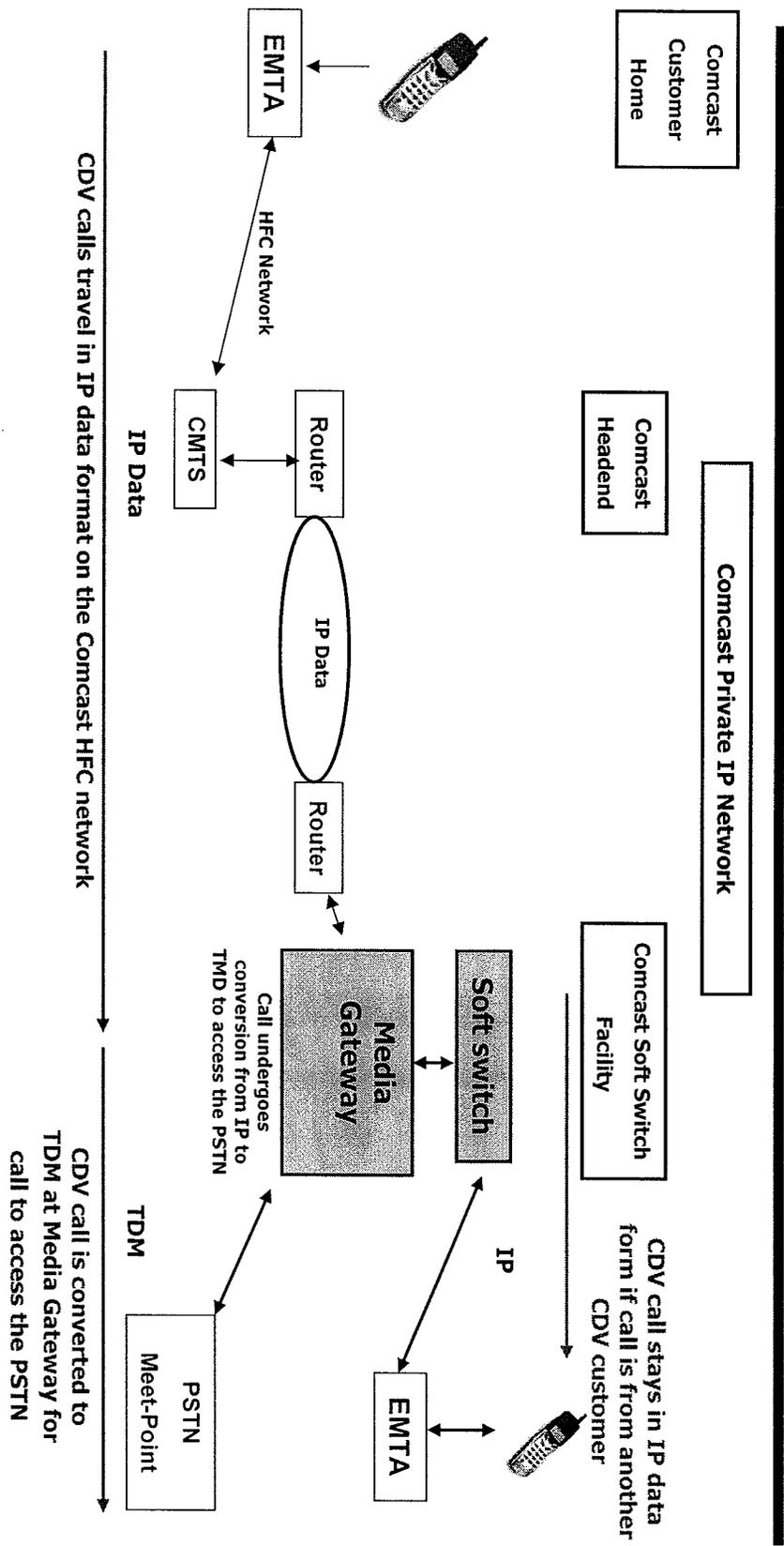
10 As described in the Residential Subscriber Agreement (under "Additional  
11 Provisions Applicable to CDV Service"), CDV's 911/E911 functions may differ  
12 from the 911/E911 functions furnished by other providers. As discussed above,  
13 CDV requires CPE called an eMTA to make all voice calls. No calls, including to  
14 911/E911, are possible without the eMTA. The CDV eMTA is reliant on power to  
15 function, and towards that end, Comcast complies with the FCC's regulations  
16 regarding customer notification of how 911/E911 functions with CDV. We provide  
17 all eMTAs with a standard battery back-up functionality, which provides up to 8  
18 hours of battery power. Comcast also must have the correct service address in order  
19 for 911/E911 to function properly.

20

21 **Q: Does this conclude your testimony at this time?**

22 Response: Yes it does.

**Comcast Digital Voice  
IP to TDM call flow and  
IP to IP call flow**



## COMCAST AGREEMENT FOR RESIDENTIAL SERVICES

### ABOUT THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS

Comcast Services will be provided to you ("you," "your," or "Customer") on the terms and conditions set forth in this Agreement for Residential Services (the "Agreement") by the operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area ("Comcast," "we," "us," or "our") and in any applicable Tariff(s) on file with the FCC, state utility commission or other comparable state agency. For purposes of this Agreement, "affiliate" means any entity that controls, is controlled by or is under common control with Comcast Corporation. Services may include, but are not limited to, cable television service ("Video"), Comcast High-Speed Internet service ("HSI"), and Comcast Digital Voice Service ("CDV") (each a "Service" and collectively the "Services").

The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services unless otherwise indicated. Additional terms and conditions applicable to HSI and CDV are included in this Agreement in sections titled "ADDITIONAL PROVISIONS APPLICABLE TO HSI" or "ADDITIONAL PROVISIONS APPLICABLE TO CDV".

We may change our prices, fees, the Services and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior Notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the end of the notice period (the "Effective Date") of the change, we will consider that you have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

Note: This Agreement contains a binding arbitration provision in Section 13 that affects your rights under this Agreement with respect to all Services.

## GENERAL TERMS AND CONDITIONS

### 1. ACCEPTANCE OF THIS AGREEMENT

You will have accepted this Agreement and be bound by its terms if you use the Services or otherwise indicate your affirmative acceptance of such Services.

### 2. CHARGES AND BILLINGS

a. **Charges, Fees, and Taxes That You Must Pay.** You agree to pay all charges associated with the Services, including, but not limited to, installation charges, monthly service charges, Comcast Equipment (as defined below) charges, service call charges, measured and per call charges, applicable federal, state, and local taxes (however designated) and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services. You agree to pay any regulatory recovery fees which Comcast invoices you for municipal, state and federal government fees or assessments imposed on Comcast, or any programs in which Comcast participates, including, but not limited to, public, educational and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system. **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Services.

- **For Video Customers.** Video price information is supplied with our Welcome Kit.
- **For HSI Customers.** HSI price information is available at [www.comcast.com](http://www.comcast.com) (or an alternative site if we notify you).
- **For CDV Customers.** CDV price information is supplied with our Welcome Kit. Additional pricing information is available at [www.comcast.com/CDV/termsofservice](http://www.comcast.com/CDV/termsofservice) (or an alternative site if we notify you).

- **For Minimum Term Customers.** If you have signed a minimum term addendum, which may be available within your area, your price for Service(s) is as specified in the minimum term addendum.

- b. **How We Will Bill You.** Unless you have signed a minimum term addendum, Services are provided to you on a month-to-month basis. You will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees. **IN ADDITION, YOU MUST PAY, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICES, THE FIRST MONTH'S SERVICE CHARGES, COMCAST EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES.** You may be billed for some Services individually after they have been provided to you; these include measured and per-call charges (as explained below) and charges for pay-per-view movies or events, interactive television, and e-commerce.

Your first bill may include pro-rated charges from the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring charges for any non-recurring services you have received.

If you make partial payment of any bill, we will apply that payment to the outstanding charges in the amounts and proportions that we determine. However, we do not waive our rights to collect the full balance owed to us by accepting partial payment.

- **For CDV Customers.** If you pay a flat monthly fee for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls).

Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast, its affiliates, or suppliers as if your call were answered by the called party, Comcast will charge you for a completed call.

Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Consult the CDV pricing information for information on per-call charges and the timing of measured-call charges.

You understand and agree that our paper bills for CDV contain only a summary of charges, and that detailed information about your calls and charges will be available only for a limited period at a password-protected portion of our Website. You may call 1-800-COMCAST for a paper copy of outbound toll call records related to your most recent bill. There may be an additional charge for these outbound toll call records except as otherwise required by applicable law.

Comcast reserves the right to limit or block any CDV usage as Comcast deems necessary to prevent harm to its network, fraud, or other abuse of CDV services.

- c. **Third-Party Charges That Are Your Responsibility.** You acknowledge that you may incur charges with third-party service providers that are separate and apart from the amounts charged by us. These may include charges resulting from accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet or interactive options on your Video Service, if applicable, or otherwise. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.
- d. **Alternative Billing Arrangements.** In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We shall not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.
- e. **Payment by Credit Card or Check.** If you use a credit card to pay for the Services, that use is governed by the card issuer agreement for that card, and you must refer to that agreement for your rights and liabilities as a cardholder. If Comcast does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check,

you authorize Comcast to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by Comcast and that any such notations shall have no legal effect.

**f. Our Remedies if You Pay Late or Fail to Pay**

**i. Late or Non-Payments:** You may be billed fees, charges and assessments related to late payments or non-payments if for any reason (i) Comcast does not receive from you any required payment for the Services by the payment due date or (ii) you pay less than the full amount due for the Services.

**ii. Fees Not Considered Interest or Penalties:** Comcast does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges or penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Services on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

**iii. Collection Costs:** If we are required to use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

**iv. Suspension/Disconnect:** If you fail to pay the full amount due for any or all of the Services then Comcast, at its sole discretion in accordance with applicable law, may suspend or disconnect any or all the Services you receive.

**g. Reconnection Fees and Related Charges.** Should you wish to resume a Service after any suspension, we may require you to pay a reconnection fee. Should you wish to reinstate any or all Services after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to our credit policies, this Agreement and applicable law.

**h. Our Right to Make Credit Inquiries. YOU AUTHORIZE COMCAST TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.**

**i. Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Comcast within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

**3. REFUNDABLE DEPOSIT**

We may require you to pay a refundable deposit when you activate the Service(s). We may also require you to pay a refundable deposit after activation of the Service(s) if you add Comcast Equipment and/or Service(s) or if you fail to pay any amounts when they are due. If we disconnect your Service(s) or are otherwise required under applicable law to refund the deposit, we shall within forty-five (45) days or as otherwise specified by applicable law return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for Services or for any Comcast Equipment that is damaged, altered, or not returned).

**4. CHANGES TO SERVICES**

Subject to applicable law, we have the right to change our Services, Comcast Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to or otherwise change programming or features or offerings contained in the Services, including but not limited to, content, functionality, hours of availability, customer equipment requirements, speed and upstream and downstream rate limitations. If we do give you notice, it may be provided on your monthly bill, as a bill insert, in a newspaper or other communication permitted under applicable law. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute your acceptance of the change. Please take

the time to read any notices of changes to the Service(s). We are not liable for failure to deliver any programming, services, features or offerings except as provided in Section 11(e).

#### **5. ACCESS TO YOUR PREMISES**

You agree to allow us and our agents the right to enter at reasonable times your property upon which the Services and/or Comcast Equipment will be provided (the "Premises"), for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and/or Comcast Equipment used to receive any of the Services. You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

#### **6. MAINTENANCE AND OWNERSHIP OF EQUIPMENT**

**a. Comcast Equipment.** You agree that except for the wiring installed inside the Premises ("Inside Wiring"), all Comcast Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. Comcast Equipment includes all new or reconditioned equipment installed, provided or leased to you by us or our agents, including but not limited to, cabling or wiring and related electronic devices, cable modems, multimedia terminal adapters ("MTA"), wireless gateway/routers, any other hardware and all software or "downloads" to Comcast Equipment. You agree to use Comcast Equipment only for the Services pursuant to this Agreement. We may remove or change the Comcast Equipment at our discretion at any time the Services are active or following the termination of your Service(s). You agree to allow us access to the Premises for these purposes. You may not sell, lease, abandon or give away the Comcast Equipment, or permit any other provider of video, high speed data or telephone services to use the Comcast Equipment. The Comcast Equipment may only be used in the Premises. At your request, we may relocate the Comcast Equipment in the Premises for an additional charge, at a time agreeable to you and us. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE COMCAST EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than Comcast employees or agents to service the Comcast Equipment. We suggest that the Comcast Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Comcast Equipment to us in an undamaged condition.

#### **b. Customer Equipment**

- i. Responsibility:** Comcast has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that you elect to use in connection with the Services or Comcast Equipment (the "Customer Equipment").
- **For HSI and CDV Customers.** You can find Comcast's current minimum technical and other requirements for HSI customers at [http://www.comcast.com/Support/Corp1/FAQ/FaqDetail\\_2205.html](http://www.comcast.com/Support/Corp1/FAQ/FaqDetail_2205.html) and for CDV customers at [www.comcast.com/CDV/faqs](http://www.comcast.com/CDV/faqs). These requirements may be located at an alternative site if we so notify you. To use CDV, you will need a MTA that meets our specifications. In some areas, we may permit you to use CDV with an MTA that you have purchased. Depending on availability in your area, you may have an option to install the MTA yourself or to have Comcast install it for you. You agree to keep the MTA plugged into a working electrical power outlet at all times. Whether a cable modem, gateway/router, MTA or other device is owned by you or us, we have the unrestricted right, but not the obligation, to upgrade or change the firmware in these devices remotely or on the Premises at any time that we determine it necessary or desirable in order to provide Services to you in accordance with our specifications and requirements.
  - **For CDV Customers.** In order to use CDV, you are required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and an electrical power outlet. If you live in an apartment or a similar multi-tenant dwelling, you may have to provide a cordless phone as well. If we do not have access to the inside phone wiring in your home or if you are installing CDV yourself without the assistance of a Comcast technician ("self-installation") where we make that option available, you will need to plug a cordless

phone into the MTA in order to use CDV throughout your home. CERTAIN MAKES AND MODELS OF CORDLESS PHONES USE THE ELECTRICAL POWER IN YOUR HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF CDV VIA THE CORDLESS PHONE. DO NOT ATTEMPT TO CONNECT CDV TO INSIDE PHONE WIRING YOURSELF (see "Connecting an MTA to Inside Phone Wiring"). In order to use online features of CDV, where we make those features available, you are required to provide certain hardware, such as a personal computer, software, an Internet browser, and access to the Internet.

**ii. Non-Recommended Configurations:** Customer Equipment that does not meet Comcast's minimum technical or other specifications constitutes a "Non-Recommended Configuration." NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR COMCAST EQUIPMENT. NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. Comcast reserves the right to deny you customer support for the Services and/or terminate Service(s) if you use a Non-Recommended Configuration.

**iii. No Unauthorized Devices or Tampering:** You agree not to attach any unauthorized device to Comcast Equipment or the Services. If you make any unauthorized connection or modification to Comcast Equipment or the Services or any other part of our cable network, we may terminate your Service and recover such damages as may result from your actions.

Unless expressly authorized by us, you agree not to install anything to intercept or receive any of the Services offered over our cable network or to assist any person in intercepting or receiving any of the Services offered over our cable network. You also agree that you will not attach anything to the Inside Wiring, Comcast Equipment or Customer Equipment, whether installed by you or us, which singly or together impairs the integrity of our cable network or degrades our cable network's signal quality or strength or creates signal leakage.

You hereby agree that we may recover damages from you for tampering with any Comcast Equipment or any other part of our cable network or for receiving unauthorized Service(s). You agree that it would be difficult if not impossible to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the alteration or improper use of Comcast Equipment. You therefore agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Services in addition to our cost to replace any altered, damaged or unreturned Comcast Equipment or other equipment owned by Comcast, including any incidental costs. The unauthorized reception of the Services may also result in criminal fines and/or imprisonment.

- **For CDV Customers.** You will be liable for all authorized and unauthorized CDV use at the Premises. You agree to notify us immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the MTA has been stolen or that your Services are being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft of your MTA or unauthorized use of your CDV Services. If you fail to notify us in a timely manner, your Services may be terminated without notice, with additional charges to you.

**c. Inside Wiring.** You may install Inside Wiring, such as additional cable wiring and outlets, provided it does not interfere with the normal operations of our cable network. If you have us install Inside Wiring, we will charge you for that service. Regardless of who installed it, we consider the Inside Wiring your property or the property of whomever owns the Premises. Accordingly, you are responsible for the repair and maintenance of the Inside Wiring, unless you and Comcast have agreed otherwise in writing. (If you do not own the Premises, contact your landlord or building manager about the repair or maintenance of Inside Wiring.) If you have us repair or maintain the Inside Wiring, we will charge you for that service.

- **For CDV Customers.** Except as described below, you may use CDV with your telephone Inside Wiring, as long as we have reasonable access to it and you have the right to give us access to it.

If you wish to have your MTA connected to your telephone Inside Wiring, you are advised to have a Comcast technician perform the installation. To make that connection, we must first disconnect your telephone Inside Wiring from the network of your existing telephone provider (such as a Bell network), which may disable any services you receive from them. If you install CDV yourself (where self-installation is an option), you should connect the MTA to a cordless phone, not directly to your telephone Inside Wiring. If the MTA is connected to your telephone Inside Wiring without first disconnecting the wiring from any existing telephone provider's network, the MTA may be damaged and/or CDV may not operate properly.

## 7. USE OF SERVICES

You agree that the Services and the Comcast Equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You will not use the Comcast Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Services in whole or in part. You will not use or permit another to use the Comcast Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Comcast policy applicable to the Services. Use of the Comcast Equipment or Services for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited.

You acknowledge that you are accepting this Agreement on behalf of all persons who use the Comcast Equipment and/or Services and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Comcast policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Services. You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Services, the Comcast Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable Comcast policies by you or any other user of the Services at the Premises.

- **For HSI Customers.**

- a. **Acceptable Use Policy.** The Comcast Acceptable Use Policy ("AUP") and other policies concerning HSI are posted on the Service's Web site at [www.comcast.net](http://www.comcast.net) (or an alternative Web site if we so notify you). You further agree that Comcast may modify the AUP or other policies from time to time. Notwithstanding anything to the contrary in this Agreement, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE COMCAST POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY AS SET FORTH ABOVE. YOU AND OTHER USERS OF THE SERVICE SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.

- b. **Prohibited Uses of HSI.** You agree not to use HSI for operation as an Internet service provider, a server site for ftp, telnet, rlogin, e-mail hosting, "Web hosting" or other similar applications, for any business enterprise, or as an end-point on a non-Comcast local area network or wide area network. You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of any breach of this Section including, but not limited to, any claims based on or arising out of any material violation of any applicable law.

- **For CDV Customers.** You agree the MTA and CDV will only be used at the Premises, except that certain online features may be accessible from locations other than the Premises. You understand and acknowledge that if you improperly install the Comcast Equipment or CDV at another location in the Premises, then CDV, including but not limited to 911/E911, may fail to function or may function improperly. If you move the MTA or CDV to another location without notifying us, you do so in violation of this Agreement and at your own risk. You expressly agree not to use CDV for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that your use of CDV is in violation of this Agreement, we reserve the right (i) immediately and without notice to terminate or modify CDV or (ii) assess additional charges for each month in which such violation occurred.

## 8. ASSIGNABILITY

This Agreement and the Services furnished hereunder may not be assigned by you. You agree to notify us immediately of any changes of ownership or occupancy of the Premises. We may freely assign our rights and obligations under this Agreement with or without notice to you.

## 9. TERMINATION OF THIS AGREEMENT

**a. Term.** This Agreement will be in effect from the time that charges commence until (i) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (ii) it is replaced by a revised Agreement. If you self-install Comcast Equipment, Service charges begin the earliest of (i) the day on which you picked up Comcast Equipment at our service center, (ii) the day you install the Service, or (iii) five (5) days after the date we ship the Comcast Equipment to you. If you self-install an MTA, cable modem or converter that you obtained from a source other than Comcast, charges begin the day that your order for the Services is entered into our system. The option to self-install an MTA, cable modem or converter and/or to use a non-Comcast-supplied MTA, cable modem or converter is subject to availability. Any non-Comcast supplied MTA, cable modem or converter must comply with Comcast's minimum requirements.

**b. Termination by You.** Unless you have signed a minimum term addendum, you may terminate this Agreement for any reason at any time by notifying Comcast in one of three ways: (i) send a written notice to the postal address of your local Comcast business office; (ii) send an electronic notice to the e-mail address specified on [www.comcast.com](http://www.comcast.com); or (iii) call our customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges will accrue until this Agreement has terminated, the Services have been disconnected, and all Comcast Equipment has been returned. We will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due Comcast for the Services, affiliate services, Comcast Equipment, or other applicable fees and charges).

**c. Suspension and Termination by Comcast.** Under the conditions listed below, Comcast reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to any authorized users (e.g., email or voicemail). Comcast may take these actions if it: (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Comcast's ability to provide the Services to you or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that such use or information interferes with or endangers the health and/or safety of our personnel or third parties. Comcast's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Services or information transmitted by or to you or users.

**d. Your Obligations upon Termination.** You agree that upon termination of this Agreement you will do the following:

- i. You will immediately cease all use of the Services and all Comcast Equipment;
- ii. You will pay in full for your use of the Services up to the date that this Agreement has been terminated, and the Services are disconnected; and
- iii. Within ten (10) days of the date on which Services are disconnected, you will return all Comcast Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted. Otherwise, you will be charged the amount set forth in the current pricing lists for such Comcast Equipment, or the revised amount for which you receive notice; if no amount has been specified for the particular model of Comcast Equipment, you will be charged the retail price for a new replacement. You may also be charged incidental costs that we incur in replacing the Comcast Equipment. Upon our request, you will permit us and our employees, agents, contractors, and representatives to access the Premises during regular business hours to remove the Comcast Equipment and other material provided by Comcast. We will conduct this removal at a time agreed on by you and us, and you will ensure that all Comcast Equipment is returned to Comcast.

## 10. LIMITED WARRANTY

THE COMCAST EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS,

EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT THE COMCAST EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

#### 11. LIMITATION OF COMCAST'S LIABILITY

- a. Application.** The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of Comcast and its underlying third-party service providers, agents and suppliers (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or under any other legal doctrine.
- b. Customer Equipment.** CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF COMCAST EQUIPMENT AND THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY COMCAST, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS, WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.
- **For HSI Customers.** YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION OR REPAIR OF HSI. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER OR OTHER DEVICES USED IN CONNECTION WITH YOUR COMPUTER MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.
- c. Other Services or Equipment.** BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST COMCAST FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE COMCAST EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 9.
- d. Software.** When you use certain features of the Services, such as online features (where available), you may require special software, applications, and/or access to the Internet. Comcast makes no representation or warranty that any software or application installed on Customer Equipment, downloaded from the Service, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Services if a virus or other harmful feature or software is found to be present on your Customer Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Customer Equipment. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

In addition, as part of the installation process for the software and other components of the Service, system files on your Customer Equipment may be modified. Comcast does not represent, warrant or

covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. Comcast does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

- e. Disruption of Service.** The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any cable signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services. In all other cases of an interruption of the Services, you shall be entitled upon a request made within sixty (60) days of such interruption, to a pro rata credit for any Service interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically otherwise provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service interruption and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR WAGES.** Any credits provided by Comcast are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Comcast.
- **For Connecticut Video Customers.** In the event of an interruption of Video of more than twenty four (24) consecutive hours and of which Comcast has received actual notice, a credit will be issued to your Video monthly service charges for the length of time Video was interrupted.
  - **For New York Video Customers.** In the event of an interruption of Video for at least four (4) hours between 6:00 p.m. and 12:00 a.m., except for emergency notice events, a credit equal to one day will be issued to your Video monthly service charges. If your Video is interrupted for less than four (4) hours or outside of the hours of 6:00 p.m. and 12:00 a.m., please call 1-800-COMCAST to request a credit.
  - **For Vermont Video Customers.** In the event of an interruption of Video for more than twenty-four (24) consecutive hours and of which Comcast has received actual notice, Comcast will issue a credit to your Video monthly service charges for the total period of the interruption in an amount proportionate to your regular monthly service charge. If Comcast has not been made aware of the interruption, you must call 1-800-COMCAST to request a credit.
  - **For CDV Customers.** You understand and acknowledge that you will not be able to use CDV under certain circumstances, including but not limited to the following: (i) if our network or facilities are not operating or (ii) if normal electrical power to the MTA is interrupted and the MTA does not have a functioning battery backup. You also understand and acknowledge that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, CDV will not function until normal power is restored. You also understand and

acknowledge that you will not be able to use online features of CDV, where we make those features available, under certain circumstances including but not limited to the interruption of your Internet connection.

- f. Directory Listings.** IF WE MAKE AVAILABLE AN OPTION TO LIST YOUR NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (I) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (II) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (III) THE PUBLISHED OR LISTED INFORMATION FOR YOUR ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. YOU SHALL HOLD HARMLESS COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS IN REFERENCED ABOVE.
- g. Third Parties.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Services, including without limitation their services, equipment, infrastructure or content. Comcast is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure or content, whether or not they constitute components of the Services. Comcast shall not be bound by any undertaking, representation or warranty made by an agent or employee of Comcast or of our underlying third-party providers and suppliers in connection with the installation, maintenance or provision of the Services, if that undertaking, representation or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). Comcast is not responsible for any services, equipment, infrastructure and content that are not provided by us (even if they are components of the Service), and we shall have no liability with respect to such services, equipment, infrastructure and content. You should address questions or concerns relating to such services, equipment, infrastructure and content to the providers of such services, equipment, infrastructure and content. We do not endorse or warrant any third-party products, services or content that are distributed or advertised over the Services.
- h. Damages.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS:
- (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE COMCAST EQUIPMENT OR THE SERVICES OR (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE SERVICES (INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION OR FAILURE OF PERFORMANCE OF THE SERVICE, THE COMCAST EQUIPMENT OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, VOICEMAIL OR OTHER INFORMATION OR DATA); OR
  - (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE COMCAST EQUIPMENT OR THE SERVICES BY YOU OR ANY OTHER PERSON OR ENTITY

INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

- i. **Customer's Sole Remedies.** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast and its employee, affiliates, suppliers, agents and contractors is limited to the maximum extent permitted by law.
- j. **Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

## 12. INDEMNIFICATION AND LIABILITY OF CUSTOMER

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR USE OF THE SERVICE OR COMCAST EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (iii) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION OR MEDICAL MONITORING SYSTEM; AND (iv) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

## 13. BINDING ARBITRATION

- a. **Purpose.** If you have a Dispute (as defined below) with Comcast that cannot be resolved through the informal dispute resolution process described in this Agreement, you or Comcast may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.
- b. **Definitions.** As used in this Arbitration Provision, the term "Dispute" means any dispute, claim or controversy between you and Comcast regarding any aspect of your relationship with Comcast that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision (with the exception of the enforceability of the class action waiver clause provided in paragraph F(2)). "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Provision, "Comcast" means Comcast Cable Communications, LLC., its officers, directors, employees and agents, and all entities using the brand name "Comcast", including your local cable company, its employees, authorized agents, and its parents, subsidiaries and affiliated companies. As used in this Provision, the term "Arbitration Provision" means all the terms of this Section 13.
- c. **Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMCAST IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY VISITING [WWW.COMCAST.COM/ARBITRATIONOPTOUT](http://WWW.COMCAST.COM/ARBITRATIONOPTOUT), OR BY MAIL TO COMCAST 1500 MARKET ST., PHILADELPHIA, PA 19102 ATTN: LEGAL DEPARTMENT/ ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE YOUR NAME, ADDRESS AND COMCAST ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICES TO YOU BY COMCAST. IF YOU HAVE PREVIOUSLY NOTIFIED COMCAST OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

**d. Initiation of Arbitration Proceeding/Selection of Arbitrator.** If you or Comcast elect to resolve your Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may select from the following arbitration organizations, which will apply the appropriate rules for consumer claims to arbitrate the Dispute:

1. American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605, 1-800-778-7879, [www.adr.org](http://www.adr.org)
2. National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405-0191, 1-800-474-2371, [www.arbitration-forum.com](http://www.arbitration-forum.com)

**e. Arbitration Procedures.** Because the Service(s) provided to you by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from Comcast may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the rules of the arbitration organization chosen, this Arbitration Provision shall govern. If the arbitration organization that you select will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. You should know that participating in arbitration may result in limited discovery depending on the rules of the arbitration organization that is chosen to resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

**f. Restrictions:**

1. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO SECTION 3 OF THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.
2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS THE STATUTE UNDER WHICH YOU ARE SUING PROVIDES OTHERWISE.
3. ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH COMCAST UNLESS THE STATUTE UNDER WHICH THEY ARE SUING PROVIDES OTHERWISE.

**g. Location of Arbitration.** The arbitration will take place at a location, convenient to you, in the area where you receive the service from us.

**h. Payment of Arbitration Fees and Costs.** COMCAST WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, YOU SHALL REIMBURSE COMCAST FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS WHICH IT IS REQUIRED BY LAW TO PAY.

**i. Severability.** If any clause within this Arbitration Provision (other than the class action waiver clause identified in paragraph F(2)) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

**j. Exclusions from Arbitration.** YOU AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT WHICH IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT YOU PURSUE BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

**k. Continuation.** This Arbitration Provision shall survive the termination of your Service(s) with Comcast.

• **For New York Video Customers.** You may elect to resolve a Dispute through the New York Public Service Commission in accordance with NYCRR 16§890.709(a) and NYCRR 16§709(c).

#### 14. CUSTOMER PRIVACY NOTICE AND SECURITY

a. Comcast will provide you with a copy of our customer privacy notice at the time we enter into an agreement to provide any Service to you, and annually afterwards, or as otherwise permitted by law. You can view the most current version of our privacy notice by going to [www.comcast.com](http://www.comcast.com), searching for "privacy policy," and selecting the appropriate link.

b. To the extent that Comcast is expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is Comcast's information security policy to provide such notice to you in the manner set forth in Section 16.

#### 15. GENERAL

**a. Entire Agreement.** This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and they replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. If Comcast fails to insist upon or enforce strict performance of any provision of this Agreement, it shall not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

**b. Additional Representations and Warranties.** In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

**i. Age:** You are at least 18 years of age.

**ii. Customer Information:** During the term of this Agreement, you have provided and will provide to Comcast information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used and payment data (including without limitation information provided when authorizing recurring payments). You agree to notify us promptly, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. If you fail to provide and maintain accurate information, you will breach this Agreement.

**c. Information Provided to Third Parties.** Comcast is not responsible for any information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Services. You assume all privacy, security and other risks associated with providing CPNI or personally identifiable information to third parties via the Services. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

**d. Revocable License.** The Services and Comcast Equipment, including but not limited to any firmware or software embedded in the Comcast Equipment or used to provide the Services, are protected by trademark, copyright, patent and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Comcast Equipment or used to provide the Services. You expressly agree that you will use the Comcast Equipment exclusively in connection with the Services. You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

**e. Protection of Comcast's Information and Marks.** All Service information, documents, and materials on our Web sites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All Web sites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Comcast and its affiliates are and shall remain the exclusive property of Comcast. Nothing in this Agreement shall grant you the right or license to use any of the marks.

**f. Export Laws.** You expressly agree to comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations.

**g. Retention of Rights.** Nothing contained in this Agreement shall be construed to limit Comcast's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Comcast and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on Comcast's or its suppliers' servers or systems. In addition, you may forfeit your account user name and all e-mail, IP, web space addresses and voice mail. In the event you cancel CDV without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses or numbers.

#### **16. NOTICE METHOD FOR CHANGES TO THIS AGREEMENT**

We will provide you notice of changes to this Agreement consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by e-mail, or by other permitted communication. If you find the change unacceptable, you have the right to cancel your Services. However, if you continue to receive Services after the change, we will consider this your acceptance of the change.

- **For HSI and CDV Customers.** Comcast may deliver any required or desired notice to you in any of the following ways, as determined in our sole discretion: (i) by posting it on [www.comcast.net](http://www.comcast.net), [www.comcast.com](http://www.comcast.com) or another Web site about which you have been notified, (ii) by sending notice

via first class U.S. postal mail or overnight mail to your Premises; (iii) by sending notice to the e-mail address on Comcast's account records, or (iv) by hand delivery. You agree that any one of the foregoing will constitute sufficient notice and you waive any claims that these forms of notice are insufficient or ineffective. Because we may from time to time notify you about important information regarding the Services and this Agreement by these methods, you agree to regularly check your postal mail, e-mail and all postings at [www.comcast.net](http://www.comcast.net), [www.comcast.com](http://www.comcast.com) or on another Web site about which you have been notified or you bear the risk of failing to do so.

#### 17. IMPORTANT INFORMATION

If you are unable to get a problem resolved to your satisfaction at your local Comcast office, you may write to the Comcast Corporate Offices at 1500 Market Street, Philadelphia, PA 19102 with concerns and complaints.

- **Massachusetts Customers:** In addition if you are unsatisfied with our handling of your complaint, you may contact your local franchise authority: the Consumer Division of the Department of the Telecommunications and Energy toll free at 1-800-392-6066 or you may write to them at One South Station, Boston, MA 02110.
- **Connecticut Customers:** If you experience a problem with your service, please contact us first and give us an opportunity to resolve your problem. If the matter is not resolved to your satisfaction please contact the Connecticut Department of Utility Control at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut) or TDD 1-860-827-2837.
- **New York Customers:** If you experience a problem with your service, please contact us first and give us an opportunity to resolve your problem. If your concerns have not been resolved contact your local government, or call the **New York State Public Service Commission (PSC) at 1-800-342-3377**, or write to: **Customer Service Representative, New York State Public Service Commission, Office of Customer Services**, Three Empire State Plaza, Albany, New York 12223-1350.
- **New Hampshire and Maine Customers:** The Office of the Attorney General Consumer Protection and Antitrust Bureau has the authority to enforce Consumer Protection Laws and provide assistance in the mediation of consumer complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair or deceptive practices of the cable company to:
  - Maine – Office of the Attorney General, Department of Consumer Fraud and Antitrust, State House Station #6, Augusta, ME 04333
  - New Hampshire – Office of the Attorney General, Department of Consumer Fraud and Antitrust, 25 Capital Street, Concord, NH 03301
- **Vermont Customers:** The Vermont Department of Public Service can provide assistance in the resolution of consumer complaints. Customers should file complaints with the Customer Hotline at 1-800-622-4496.

### **ADDITIONAL PROVISIONS APPLICABLE TO HIGH-SPEED INTERNET SERVICE**

**In addition to the provisions above that are applicable to Comcast Video, HSI and CDV, the following are specifically applicable to HSI Customers, including the Software License Agreement attached as Exhibit A to this Agreement.**

#### **1. INTELLECTUAL PROPERTY RIGHTS**

- a. **End User Licenses.** You agree to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with HSI including, without limitation, the Comcast Software License Agreement, the current version of which is attached to this Agreement as **Exhibit A**, as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate; you agree to destroy at that time all versions and copies of all software received by you in connection with HSI.
- b. **Ownership of Addresses.** You acknowledge that use of HSI does not give you any ownership or other rights in any Internet/on-line addresses provided to you, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and Web addresses. We may modify or change these

addresses at any time without notice and shall in no way be required to compensate you for these changes.

- c. Authorization.** Comcast does not claim any ownership of any material that you publish, transmit or distribute using HSI. By using HSI to publish, transmit or distribute material or content, you (i) warrant that the material or content complies with the provisions of this Agreement, (ii) consent to and authorize Comcast, its agents, suppliers, and affiliates to reproduce, publish, distribute, and display the content worldwide and (iii) warrant that you have the right to provide this authorization. You acknowledge that material posted or transmitted using HSI may be copied, republished or distributed by third parties, and you agree to indemnify, defend and hold harmless Comcast, its agents, suppliers, and affiliates for any harm resulting from these actions.
- d. Copyright.** Title and intellectual property rights to HSI are owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. You may not copy, redistribute, resell or publish any part of HSI without express prior written consent from Comcast or other owner of such material.
- e. Material Downloaded through HSI.** In addition to any content that may be provided by us, you may access material through HSI that is not owned by Comcast. Specific terms and conditions may apply to your use of any content or material made available through HSI that is not owned by Comcast. You should read those terms and conditions to learn how they apply to you and your use of any non-Comcast content.

## 2. IP ADDRESSES

Comcast will provide you with dynamic Internet protocol ("IP") address(es) as a component of HSI, and these IP address(es) can and do change over time. You will not alter, modify, or tamper with dynamic IP address(es) assigned to you or any other customer. You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(es) for any commercial purpose. You also agree not to use any software that provides for static IP address(es) on or in conjunction with any computer(s) or network device connected to HSI. If applicable, Comcast will release and/or recover the dynamic IP address(es) when the Service is disconnected, discontinued, or this Agreement is terminated.

## 3. ADDITIONAL LIMITATIONS ON COMCAST'S LIABILITY FOR HSI

- a. Responsibility for Content.** You acknowledge that there is some content and material on the Internet or otherwise available through HSI which may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations or may violate your protected rights or those of others. We assume no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet. We make no representation or warranty regarding the effectiveness of such programs.
- b. Monitoring of Postings and Transmissions.** Comcast shall have no obligation to monitor postings or transmissions made in connection with HSI. However, you acknowledge and agree that Comcast and its agents have the right to monitor, from time to time, any such postings and transmissions, including without limitation e-mail, newsgroups, chat, IP audio and video, and Web space content. Comcast may also use and disclose them in accordance with the Comcast High-Speed Internet Acceptable Use Policy and other applicable policies, and as otherwise required by law or government request. We reserve the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this Agreement.
- c. Eavesdropping.** Our facilities are used by numerous persons or entities including, without limitation, other subscribers to HSI. As a result, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or

monitor your use of HSI. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of HSI. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warranty regarding the effectiveness of these programs.

- d. FTP/HTTP Service Setup.** You acknowledge that when using HSI there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to gain access to Customer's Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO THE CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS.
- e. File and Print Sharing.** HSI may function in some ways as a Local Area Network (LAN) with each Customer constituting a node on the network. As such, users outside of the Premises may be able to access the Customer Equipment and other equipment connected in some way to the Customer Equipment. In addition, some available software includes capabilities that will permit other users to gain access to the Customer Equipment and other equipment connected in some way to the Customer Equipment, and to the software, files and data stored on such equipment. Unless you are subject to a HSI service plan that expressly provides otherwise, we recommend that you connect only a single computer to HSI and that you disable file and print sharing and other capabilities that allow outside users to gain access to the Customer Equipment. You acknowledge that if you fail to follow these recommendations and choose to run these applications, you should take appropriate security measures, and that you do so at your sole risk. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO ACCESS BY OTHERS OF THE CUSTOMER EQUIPMENT OR ANY OTHER EQUIPMENT CONNECTED IN SOME WAY TO THE CUSTOMER EQUIPMENT, OR TO THE SOFTWARE, FILES AND DATA STORED ON SUCH EQUIPMENT.
- f. Facilities Allocation.** Comcast reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support HSI, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with HSI.
- g. Cookies.** You acknowledge that accessing certain Web sites through HSI may result in a "cookie" being placed on your computer system. Cookies are small files stored on a computer's hard drive to simplify and improve a user's Web experience. If you don't want them placed on your computer system, it is your responsibility to disable or restrict the placement of cookies through whatever procedures are available on your browser.

## **ADDITIONAL PROVISIONS APPLICABLE TO CDV SERVICE**

**In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to CDV Customers, including any applicable Tariff(s) on file now or hereafter with the FCC or any state utility commission or comparable state agency in your jurisdiction, which are incorporated into this Agreement by reference.**

- 1. SPECIAL NOTICE FOR COMCAST DIGITAL VOICE SUBSCRIBERS: LIMITATIONS OF CDV SERVICE**
  - a. Limitations.** CDV includes 911/Enhanced 911 functionality ("911/E911") that may differ from the 911/E911 functionality furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO

MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS ABOUT 911/E911, CALL 1-800-COMCAST.

**i. Correct Address:** In order for your 911/E911 calls to be properly directed to emergency services, Comcast must have your correct Premises address. If you move CDV to a different address without Comcast's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or CDV (including 911/E911) may fail altogether. Therefore, you must call 1-800-COMCAST before you move CDV to a new address. Comcast will need several business days to update your Premises address in the E911 system so that your 911/E911 calls can be properly directed. All changes in service address require Comcast's prior approval.

**ii. Service Interruptions:** CDV Service uses the electrical power in your home. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

**iii. Suspension and Termination by Comcast:** You understand and acknowledge that all CDV Service, including 911/E911, as well as all online features of CDV, where we make these features available, will be disabled if your account is suspended or terminated.

**b. Limitation of Liability and Indemnification.** YOU ACKNOWLEDGE AND AGREE THAT COMCAST WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

## **2. ADDITIONAL CDV-SPECIFIC PROVISIONS REGARDING CUSTOMER EQUIPMENT**

**a. Incompatible Equipment and Services.** You acknowledge and understand that CDV may not support or be compatible with:

- i. Non-Recommended Configurations as defined in Section 6(b) (including but not limited to MTAs not currently certified by Comcast as compatible with the Services);
- ii. Certain non-voice communications equipment, including certain makes or models of alarm and home security systems, certain medical monitoring devices, certain home detention devices, certain fax machines, and certain "dial-up" modems;
- iii. Rotary-dial phone handsets, and certain makes and models of other voice-related communications equipment including key systems, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- iv. Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- v. 311, 511, or other N11 calling (other than 411, 611, 711, and 911); and
- vi. Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling).

## **3. TRANSFER OF YOUR PHONE NUMBER(S)**

For information about switching to another provider from CDV and the assignment of telephone numbers related to CDV Service please call 1-800-COMCAST.

## **4. CUSTOMER INFORMATION**

Comcast and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other information that is stored on Comcast's or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

## **EXHIBIT A: COMCAST SOFTWARE LICENSE AGREEMENT**

**IMPORTANT — READ CAREFULLY: BY USING ANY SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THE COMCAST HIGH-SPEED INTERNET SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS SOFTWARE LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS.**

### **1. GRANT OF LIMITED LICENSE**

The operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the local franchising authority, or its affiliate, ("Comcast") grants you (which for purposes of this Software License Agreement shall include members of your immediate household for whom you will be responsible hereunder), without additional fee or charge to you, a nonexclusive limited, personal and non-transferable license, with restrictions as described below, to install and use any software program, in object code only, provided to you by, or on behalf of, Comcast in connection with the Comcast High-Speed Internet service (the "Software"), which includes any documentation accompanying the Software, for the sole purpose of using the Comcast High-Speed Internet service, and to make one (1) backup copy of the Software, provided that (i) the Software is installed on only the number of personal computers authorized by Comcast (which number shall be one (1) unless otherwise agreed to by Comcast), (ii) the Software may NOT be modified; (iii) all copyright notices are maintained on the Software; and (iv) you agree to be bound by all the terms of this Software License Agreement. Software is only for your own personal, non-commercial use and not for use in the operation of a business or service bureau or for the benefit of any other person or entity.

### **2. NO OWNERSHIP RIGHTS**

You have no ownership rights in any Software. Rather, you have a limited license to use the Software as long as this Software License Agreement remains in full force and effect. Ownership of the Software and all intellectual property rights therein shall remain at all times with Comcast and/or its licensors. Any use of Software by any other person, business, corporation, government organization or any other entity is strictly forbidden and is a violation of this Software License Agreement.

### **3. THIRD PARTY SOFTWARE**

There are software programs contained within certain Software that have been licensed to Comcast by third parties. The term "Software" as used herein shall refer to such third party software except where the term Software refers expressly to the ownership or other specific rights of Comcast. The same terms and conditions, including all limitations and restrictions, set forth in this Software License Agreement apply to each third party software program contained in the Software.

### **4. INTELLECTUAL PROPERTY AND PRIVACY**

- a. The Software contains material that is protected by United States Copyright Law and trade secret law, and by international treaty provisions. All rights not specifically granted to you herein are reserved to Comcast and to any third party with ownership rights in Software and documentation used in the Software. You may not remove any proprietary notice of Comcast or any other party from any copy of Software or documentation.
- b. Some features of certain Software are provided by third parties, and those third parties may collect or transmit personally identifiable and non-personally identifiable information about you in the course of providing these features. These third parties are not authorized to use your personally identifiable information except for the purpose of providing their services to you through Software. Your use of Software is subject to the terms of the Comcast Customer Privacy Notice, the Comcast Acceptable Use Policy and other applicable terms and policies.

### **5. RESTRICTIONS AND REQUIREMENTS**

- a. This Software License Agreement is your proof of license to exercise the rights granted herein. In order to satisfy your obligations hereunder and to maintain the confidentiality of the Software, you must take reasonable steps to protect the Software consistent with the license restrictions set forth herein and Comcast's and other third parties' ownership rights in the Software, including informing anyone permitted access to your computer and the Software about such restrictions on the use of the Software.
- b. As a condition of the limited license for the Software you may not: (i) publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Software or any part

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**COMCAST DIGITAL VOICE SERVICE**  
**Residential Pricing List (Effective: January 1, 2008)**

VERMONT  
 VERSION 4

MONTHLY SERVICE	MONTHLY CHARGE	MONTHLY SERVICE (Cont'd)	MONTHLY CHARGE
<b>Comcast Unlimited</b> <sup>[1]</sup>		<b>Optional Services</b>	
• Digital Voice Service with Comcast Internet <u>and</u> Comcast Video Services	\$39.95/mo.	• Call Trace	No Charge
• Digital Voice Service with Comcast Internet <u>or</u> Comcast Video Services	\$44.95/mo.	• Domestic Toll Restriction	No Charge
• Digital Voice Service only	\$44.95/mo.	• International Toll Restriction	No Charge
		• Prohibit Bill to Third Party	No Charge
		• Prohibit Collect Calls	No Charge
		• Speed Dial 30	No Charge
<b>Additional Line</b>		<b>Directory Listing Services</b>	
• Premium (with Calling Features)	\$20.00/mo.	• Standard Directory Listing	No Charge
• Basic (without Calling Features)	\$10.00/mo.	• Non-published Directory Service, per line	\$ 4.95/mo.
<b>Twice the Talk</b> <sup>[1,2]</sup>		• Computer/Fax Line Exclusion	No Charge
• Digital Voice Service with Comcast Internet <u>and</u> Comcast Video Services	\$49.95/mo.	• Non-listed Directory Service, per line	\$ 2.35/mo.
• Digital Voice Service with Comcast Internet <u>or</u> Comcast Video Services	\$54.95/mo.	• Additional Listing	Note <sup>[3]</sup>
• Digital Voice Service only	\$54.95/mo.		
• Additional Line Calling Features	\$10.00/mo.		

[1] Both the Comcast Unlimited and the Twice the Talk packages provide unlimited nationwide direct-dial calling from your home including calls to Puerto Rico, US Virgin Islands, Guam, Saipan/N. Mariana Islands, Canada, and American Samoa. The following calling features are also included: 3-way Calling, Anonymous Call Rejection, Call Forwarding Selective, Call Forwarding Variable, Call Return, Call Screening, Call Waiting, Caller ID, Caller ID Per-Call or Per-Line Blocking, Caller ID with Call Waiting, Repeat Dialing, Speed Dial 8, Enhanced Voice Mail and other enhanced features. Prices shown are for the Voice component only.

[2] Twice the Talk includes a second phone line.

[3] Service is not currently available.

Service is for residential customers located in Comcast serviceable areas only and is subject to availability. Multi-product discounts for Unlimited Package require continuous subscription to all specified Comcast products. Pricing shown does not include federal, state or local regulatory fees, taxes or surcharges. Service is subject to the Comcast Digital Voice Residential Subscriber Agreement and other applicable terms and conditions. Prices shown are effective on the date specified and are subject to change. Other restrictions apply. For additional information, contact us at 1-888-COMCAST.

**COMCAST DIGITAL VOICE SERVICE**  
**Residential Pricing List (Effective: January 1, 2008)**  
**VERMONT**  
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**MONTHLY SERVICE (Cont'd)**

Modem Lease Fee <sup>[1]</sup>

**MONTHLY CHARGE**  
 \$ 3.00/mo.

**TRANSACTIONAL CHARGES**

**CHARGE**

**Directory Assistance Services**

- Domestic Directory Assistance <sup>[2,3]</sup> \$0.99/call
- Standard Directory Assistance \$0.99/call
- Enhanced Directory Assistance \$0.99/call
- Directory Assistance with Call Completion \$0.99/call
- International Directory Assistance <sup>[4]</sup> \$4.99/call
- International Call Completion Note <sup>[5]</sup>

**Domestic Operator Services**

- Operator Surcharge <sup>[3,6]</sup> \$2.49/call
- Busy Line Verify \$2.99/call
- Busy Line Interrupt (includes busy line verify) \$5.99/call

**International Operator Services**

- Operator Surcharge <sup>[6]</sup> \$4.99/call

[1] Customers subscribing to Comcast Digital Voice service (only) are subject to the modem lease fee shown. Where Comcast Digital Voice service is provided in combination with Comcast High Speed Internet Service, only one modem fee applies.  
 [2] Limit 3 number requests per call.  
 [3] Registered users with qualifying disabilities may be eligible for waived or discounted charges for calls originating from their home that utilize Domestic Directory Assistance, Domestic Call Completion, or Operator Services for Domestic Station-to-Station Sent-Paid calls.  
 [4] Limit 1 number request per call.  
 [5] Service is not currently available.  
 [6] See "USAGE" section following for applicable usage rates.

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**COMCAST DIGITAL VOICE SERVICE**  
**Residential Pricing List (Effective: January 1, 2008)**  
**VERMONT**  
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INSTALLATION/REPAIR/CHANGE CHARGES	CHARGE	USAGE	RATE
<b>Installation</b>		<b>Domestic Long Distance</b>	
• Standard Service Installation <sup>[1]</sup> , per event	\$99.00	• Direct-Dialed Domestic Long Distance	Included
• Service Activation <sup>[2]</sup> , per event	\$29.95	• Operator-Assisted Domestic Long Distance	\$ 0.12/min.
• Reconnect Charge, per event	\$ 3.00		
• Non-published Directory Service, per event	No Charge	<b>International Long Distance</b>	
• Non-listed Directory Service, per event	No Charge	(Rating information for direct-dialed and operator-assisted International calling is detailed in the Pricing Lists for those services.)	
<b>Repair</b>			
• Customer Trouble Call – (Trip Charge)	\$24.95		
• Hourly Service Charge for technician visit (minimum charge ½ hour)	\$32.95		
• Jack Charge (for new jacks), per jack	\$19.95		
• Jack Change Charge, per jack	\$19.95		
<b>Change Charges</b>			
• Telephone Number Change	No Charge		
• Feature Change	No Charge		
• Directory Listing Change	No Charge		
• Change of Billing Responsibility	No Charge		
• Number Referral Service, (30 days)	No Charge		
- Extended Referral (additional 30 days)	Note <sup>[3]</sup>		

[1] "Service Installation" includes premises-related field activities: dispatching a technician as well as time and materials for physical installation.  
 [2] "Service Activation" includes back-office activities associated with the establishment of an account: set-up, order processing, bill initiation, etc.  
 [3] Service is not currently available.

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**COMCAST DIGITAL VOICE SERVICE**  
**Residential Pricing List (Effective: January 1, 2008)**  
**VERMONT**  
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ADMINISTRATIVE/GENERAL	CHARGE	ADMINISTRATIVE/GENERAL (Cont'd)	CHARGE
Late Payment Fee <sup>[1]</sup>	1.5%	Federal Universal Service Fund (USF) – Universal Connectivity Charge	Note <sup>[3]</sup>
Returned Check Fee	\$15.00		
Modem Replacement Fee <sup>[2]</sup>	\$80.00	<b>Regulatory Recovery Fee</b> The Regulatory Recovery Fee supports municipal, state and federal programs including, without limitation, universal service, and telecom relay services for the visual/hearing impaired. This aggregated fee is not government-mandated, may vary based on your monthly usage patterns, and includes the following components: – State Universal Service Fund	1.25%
Service Protection Plan	\$3.30/mo.		

[1] A one-time charge applied to balances owed 45 days past the payment due date.

[2] Replacement equipment is Comcast (and not customer) owned.

[3] In calculating the Federal USF Universal Connectivity Charge, the Company uses a percentage equal to the FCC's current USF carrier contribution percentage.

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