

**COMCAST PHONE OF ARKANSAS, LLC**

**ETHERNET TRANSPORT SERVICE GUIDE**

**EFFECTIVE: SEPTEMBER 18, 2018**

---

# **ETHERNET TRANSPORT SERVICE GUIDE**

**TERMS OF SERVICE AND SCHEDULES OF RATES**

**FOR SERVICE**

**WITHIN THE STATE OF ARKANSAS**

# COMCAST PHONE OF ARKANSAS, LLC

## ETHERNET TRANSPORT SERVICE GUIDE

EFFECTIVE: SEPTEMBER 18, 2018

---

### 1. GENERAL

Comcast's Ethernet Transport Services will be provided in accordance with the service descriptions, technical specifications, and performance standards set forth in this Service Guide.

### 2. DEFINITIONS

- A. "Agreement" consists of the Enterprise Master Services Agreement executed by the Customer and accepted by Comcast, the Product-Specific Attachment, the terms and conditions contained in this Service Guide, any written amendments executed by both parties, and each Sales Order accepted by Comcast under the Agreement.
- B. "Comcast" refers to the operating company affiliate or subsidiary of Comcast that provides the Services.
- C. "Comcast Equipment" refers to any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.
- D. "Customer" refers to the company, corporation or other entity that purchases Services from Comcast.
- E. "Estimated Availability Date" means the target date for delivery of Service.
- F. "Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).
- G. "Jitter", also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a 30 day period.
- H. "Latency", also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a 30 day period.
- I. "Objective" – As it relates to Technical Specifications and Performance Standards is the definition of how the Service is provisioned. It does not constitute a guarantee. For guarantees, please see Section 12 – Service Level Agreement (SLA).

**2. DEFINITIONS (CONT'D)**

- J. "Packet Loss", also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI over a 30 day period.
- K. "Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.
- L. "Product Specific Attachment(s) (PSA)" refers to the additional terms and conditions applicable to Services ordered by Customer under the Agreement.
- M. "Sales Order" means a request for Comcast to provide the Services to a service location submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.
- N. "Service" means Ethernet Transport Services.
- O. "Service Commencement Date" means the date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.
- P. "Service Interruption" means a complete loss of signal that renders the Service unusable.
- Q. "Service Location" means the Customer location(s) where Comcast provides Services, to the extent the Customer owns, leases, or otherwise controls such location(s).
- R. "Service Term" means the duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.
- S. "Termination Charges" refers to charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

**3. REGULATORY APPROVAL; TRAFFIC MIX**

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

**4. SPECIAL CONSTRUCTION**

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

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

**5. PROVISIONING INTERVAL**

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

**6. SERVICE COMMENCEMENT DATE**

Comcast shall inform Customer when Service is available and performing in accordance with the "Performance Standards" set forth in Section 11 ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (a) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (b) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the specifications set forth in Section 11 hereto; or (c) the date on which Customer first uses the Service.

**7. TERMINATION CHARGES; PORTABILITY; UPGRADES**

- A. The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twenty-four (24) months.
- B. Termination Charges
  - 1. In the event that Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service plus twenty percent (20%).
  - 2. In the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:
    - a. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
    - b. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
    - c. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
    - d. 100% of any remaining, unpaid Special Construction Fees.

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

7. TERMINATION CHARGES; PORTABILITY; UPGRADES (CONT'D)

C. Exclusions

Termination Charges shall not apply to Service terminated by Customer (a) as a result of Comcast's failure to provision Service within the intervals specified in Section 5 of this Service Guide or (b) as a result of Comcast's material and uncured breach of the Agreement.

D. Portability

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

E. Upgrades

Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (a) the upgraded Service ("Upgraded Service") must assume the remaining Service Term of the Existing Service; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade.

**8. ADDITIONAL INFORMATION**

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

**9. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS; SERVICE LEVEL AGREEMENT**

The technical specifications and performance standards applicable to the Service are set forth in Section 11 hereto. The service level agreement applicable to the Service is set forth in Section 12 hereto.

**10. SERVICE DESCRIPTION**

**A. Ethernet Network Service (ENS)**

ENS enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN). ENS is a reliable, more flexible, scalable, and cost-effective alternative to traditional hub and spoke network topologies using Frame Relay, TDM private lines or IP VPNs. The service provides Virtual Local Area Network (VLAN) transparency enabling customers to implement their own VLANs without any coordination with Comcast. ENS offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10/100Mbps or 1Gbps Ethernet User-to-Network Interfaces (UNI) or Port options and is available in increments from 1Mbps to 1Gbps.

**B. Ethernet Private Line (EPL)**

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

**10. SERVICE DESCRIPTION (CONT'D)**

C. Ethernet Virtual Private Line (EVPL)

EVPL is a reliable, flexible, higher bandwidth and cost effective alternative to traditional TDM Private Lines, Frame Relay or ATM Layer 2 VPNs and IP VPNs. EVPL service provides an Ethernet Virtual Connection (EVC) between two customer locations similar to Ethernet Private Line service but supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at a customer's hub or aggregation site. EVPL offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10/100Mbps or 1Gbps Ethernet User-to-Network Interfaces (UNI) or Port options and is available in speed increments from 1Mbps to 1Gbps.

**11. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS FOR SERVICES**

A. User-to-Network Interface

The Service provides the bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface.

B. Class of Service Option

The Service offers three different classes of service. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to each CoS. Figure 1 lists the service performance objectives for each CoS for distances within 250 network miles.

Performance Objective ( ≤ 250 miles )	Class of Service (CoS)		
	Premium	Priority	Basic
Latency (one way)	< 12ms	< 23ms	< 45ms
Jitter (one way)	< 2ms	< 23ms	< 45ms
Packet Loss (one way)	< 0.001%	< 0.01%	< 1%
Availability	> 99.99%	> 99.99%	> 99.99%

**FIGURE 1: CoS PERFORMANCE OBJECTIVES**



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

C. CoS Identification and Marking

Customer must mark all packets using 802.1p CoS values as specified in Figure 2 to ensure the service will provide the intended CoS performance objectives specified in Figure 1 above.

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

FIGURE 2: CoS MARKING

D. Traffic Management

Comcast's network traffic-policing policies restrict traffic flows to the subscribed Committed Information Rate (CIR) for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and Committed Burst Size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings. The CBS may be set slightly higher than the CIR.

E. Maximum Frame Size

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

12. SERVICE LEVEL AGREEMENT (SLA)

Comcast’s liability for any Service Interruption (individually or collectively, “Liability”), shall be limited to the amounts set forth in Table 1 below. For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports an interruption in the portion of the Service to Comcast, provided that the Liability is reported by Customer during the duration of the Liability and a trouble ticket is opened. The Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of credit issued to Customer’s account on a per-month basis exceed 50% of the total monthly recurring charge (“MRC”) set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for Service Interruptions. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment.

TABLE 1

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

The total credit allowance per month is capped at 50% of that month’s MRC for the interrupted service. Service Interruptions are not aggregated for the purposes of determining credit allowances.

**13. MONITORING, TECHNICAL SUPPORT AND MAINTENANCE**

A. Network Monitoring

Comcast monitors Service on a 24x7x365 basis.

B. Technical Support

Comcast provides a toll-free trouble reporting telephone number to the Customer Business Services Network Operations Center (“BNOC”) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.

1. Escalation

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

2. Maintenance

Comcast’s standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of forty-eight (48) hours notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer.

C. Comcast Equipment

Comcast provides certain Comcast Equipment for provisioning its services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering Services. Customers are required to shape their egress traffic to the Committed Information Rate (“CIR”) identified in the Sales Order. Comcast will be excused from paying Service Level Agreement (SLA) credits if the Service Interruption is the result of the Customer’s failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided services. Upon reasonable notification to the Customer, Comcast may require access to Comcast Equipment in order to make tests and inspections as may be necessary to determine that the equipment is performing to specifications.

ETHERNET TRANSPORT SERVICE GUIDE

EFFECTIVE: SEPTEMBER 18, 2018

14. RESPONSE AND RESTORATION STANDARDS

Comcast has the following response and restoration objectives:

CATEGORY	TIME INTERVAL	MEASUREMENT	REMEDIES
<i>Mean Time to Respond</i> Telephonically to Call	15 minutes	Averaged Over A Month	Escalation (see 13B.1 above)
<i>Mean Time to Restore</i> Equipment	4 hours	Averaged Over A Month	Escalation (see 13B.1 above)
<i>Mean Time to Restore</i> Fiber	6 hours	Averaged Over A Month	Escalation (see 13B.1 above)

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

15. EMERGENCY BLOCKING

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

16. REMEDY PROCESSES

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

**17. EXCEPTIONS TO CREDIT ALLOWANCES**

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

**18. OTHER LIMITATIONS**

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

**19. RATES AND CHARGES**

Comcast may enter into term agreements with prices that may vary subject to the availability of promotional offers and/or the Customer's choice of term, bandwidth, and associated Special Construction or related charges. Special Construction charges shall be applied on an individual case basis as set forth in Section 4. The minimum term for these Services is two (2) years.

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

ENS – One Port and Bandwidth (up to three CoS) at each location.

EPL – One Port at each location and Bandwidth (up to three CoS) between each location.

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

Ethernet Transport Service is offered subject to the terms, conditions, and limitations set forth in Section 20, following, for Individual Case Basis Arrangements.

**20. INDIVIDUAL CASE BASIS ARRANGEMENTS**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide request from a Customer or prospective customer to develop a bid for Ethernet Service. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.