

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

COMCAST PHONE OF COLORADO, LLC

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

**Regulations
and
Schedules of Rates
for service
within the
State of Colorado**

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TELECOMMUNICATIONS SERVICES SERVICE GUIDE

1. APPLICATION OF SERVICE GUIDE

1.1 GENERAL

This Service Guide applies to the furnishing of certain Telecommunications Services, defined herein, by Comcast Phone of Colorado, LLC (hereinafter referred to as “Comcast” or “the Company”). Services are furnished for the use in placing and/or receiving telephone calls within the State of Colorado. Services, features and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available.

The provision of services is subject to the existing regulations, terms and conditions specified in this Service Guide and the Company’s current Service Guides and may be revised, added to, or supplemented by subsequent versions of such documents.

Comcast reserves the right to offer its Customers a variety of services as deemed appropriate by the Company.

1.2 SERVICE GUIDE REVISION SYMBOLS

These symbols will appear in the right hand margin, when applicable.

- (C) Change in text due to a changed regulation, term, or condition, which does not affect rates
- (D) Discontinued service or deleted material
- (I) Rate increase
- (R) Rate reduction
- (M) Material moved from or to another part of the utility’s Service Guide; a footnote indicating where the material was moved from and where the material was moved to shall accompany all “M” classified changes
- (N) New material, including new products, rates, terms, or conditions
- (T) Change in text not related to changes in rates, charges, terms, or conditions

1.3 SERVICE GUIDE FORMAT

1.3.1 LOCATION OF MATERIAL

The preceding Table of Contents provides a topical and numeric listing to facilitate the location of the desired section and page.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

1. APPLICATION OF SERVICE GUIDE

1.3 SERVICE GUIDE FORMAT (CONT'D)

1.3.2 OUTLINE STRUCTURE

The Service Guide uses levels of indentation as indicated below:

<u>Level</u>	<u>Application</u>	<u>Example</u>
1	Section Heading	1. APPLICATION OF SERVICE GUIDE
2	Sub Heading	1.3 SERVICE GUIDE FORMAT
3	Sub Heading	1.3.2 Outline Structure
4	Sub Heading / Service Guide Text	A. Text
5	Sub Heading / Service Guide Text	1. Text
6	Sub Heading / Service Guide Text	a. Text
7	Sub Heading / Service Guide Text	1) Text
8	Sub Heading / Service Guide Text	a) Text
9	Footnote	[1] Footnote Text

1.3.3 RATE TABLES

Within rate tables, the following entries are utilized:

- Rate Amount (\$x.xx) indicating the dollar value associated with the service element
- A dash (—) indicating that a rate is not applicable to that service element
- A footnote designator [1] indicates that further information is contained in a footnote
- ICB indicating that the service element is rated on an Individual Case Basis

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

1. APPLICATION OF SERVICE GUIDE

1.4 DEFINITIONS

Comcast Phone Service

Comcast Phone Service provides the Customer with a service configuration, features, and ancillary services as described in the appropriate service description and rate schedule for the transmission of two-way interactive switched voice or data communications. The primary use of the service is of a domestic nature.

Customer

The person or legal entity that subscribes to service under this Service Guide and is responsible for payment of charges for services furnished to that Customer.

Customer Premises

A Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property. Certain of the Company's service offerings will connect a Customer's multiple physical locations.

Local Calling Area

The area in which a Customer of Comcast Phone Service may place a local call without incurring long distance charges.

Local Serving Area

The area in which the Company has the technical capability to provide service.

Station/Terminal Equipment

Equipment provided by the Customer to establish communication. This equipment must include a signaling unit and other transmission equipment required to terminate one end of a service at that location.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 GENERAL

The Company provides the services offered in this Service Guide under the terms, conditions, rates and charges specified herein.

Telecommunications Service consists of furnishing two-way communication to or from the Customer's premises and another point within the State of Colorado. Certain calls made within the Local Calling Area as specified in Section 3 of this Service Guide will be completed without charge. Calls completed outside of the Local Calling Area will be charged as specified in this Service Guide.

Comcast will provide all service, features and functions where facilities, billing capability, technical capability, and legal authority exist or become available without unreasonable expense to the Company, as determined in the Company's sole discretion.

Except as may otherwise be specified in this Service Guide, service is provided on the basis of a minimum period of at least one month, 24-hours per day, seven days a week. For the purpose of computing charges in this Service Guide, a month is considered to have 30 days.

2.1.2 TERMS AND CONDITIONS

Customers may be required to sign written service orders that may contain or reference a specific description of the service ordered, the rates to be charged, and the terms and conditions in this Service Guide. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of service.

The services will be provided on a month-to-month basis at the then current month-to-month rates unless terminated by either party. Any termination shall not relieve the Customer of the obligation to pay any charges incurred under the service orders, if any, and this Service Guide prior to termination. The Customer's rights and obligations incurred under this Service Guide, which by their nature extend beyond termination of service, shall survive such termination.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine maintenance. Generally, such activities are not specific to an individual Customer, but affect many Customers' services. No specific advance notification period is applicable to any such activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.4 PROVISION OF EQUIPMENT AND FACILITIES

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the obligations contained in this Service Guide. The Company does not guarantee availability of service.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment provided or installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially alter the parameters of the service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provides, installs or has installed on its behalf.
- E. The Company is not responsible for the installation, operation or maintenance of any Customer-provided communications or other equipment. Where such equipment is connected to the facilities furnished pursuant to this Service Guide, the responsibility of the Company is limited to the furnishing of facilities offered under this Service Guide and to the maintenance and operation of such facilities.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS**2.1 UNDERTAKING OF THE COMPANY (CONT'D)****2.1.4 PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)**

- F. When the facilities or equipment of other companies are used by the Customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees.
- G. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when a service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company.
- H. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the Customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the Customer, the Company has the right to recover this equipment. The Company shall contact the Customer for permission to enter the Customer's premises to remove this equipment and the Customer shall not unreasonably refuse such entry. If the Customer refuses to allow removal of this equipment, the Customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the Customer's telephone bill and the Customer agrees to pay these fees. The Customer shall assume responsibility for any and all such unrecovered equipment.
- I. After disconnection in accordance with this Service Guide, the Company is not obligated to provide service to a business under any name if an outstanding bill exists at the address and the person responsible for that bill remains a principal in the business.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS**2.1 UNDERTAKING OF THE COMPANY (CONT'D)****2.1.5 CUSTOMER EQUIPMENT**

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. Additionally, the Company-provided equipment shall be maintained by the Customer, and the electric power consumed by such equipment, shall be at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Inspections

Upon reasonable notification to the Customer, the Company may test and inspect, at any reasonable time as determined by the Company, as may be necessary to determine that the Customer is complying with the requirements set forth in this Service Guide.

If the Customer fails to comply with the requirements described in A., above, the Company may take the action it deems necessary to protect its facilities, equipment and personnel. The Company may immediately, and without notice, deny service when the Customer (a) subjects Company or non-Company personnel to hazardous conditions, (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud or (c) acts in a way that may cause harm to the local network or other Company services.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6 ABUSE AND FRAUDULENT USE

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, immediately and upon written notice to the Customer, discontinue or suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the Customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

A. Abuse

The abuse of service is prohibited. The following activities constitute abuse:

1. Using service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or
2. Using service in such a way that it interferes unreasonably with the use of the service by others.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6 ABUSE AND FRAUDULENT USE (CONT'D)

B. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Service Guide to any service components used to furnish local service, or
2. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices, or electronic devices.
3. Using service with the intent of gaining access to another Customer's outbound calling capabilities on an unauthorized basis.
4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
5. Refusing to provide, or providing false information to the Company regarding the Customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
6. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this Service Guide.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY

2.2.1 SERVICE LIABILITY

The Company's liability, if any, for its willful misconduct is not limited by this Service Guide. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, billing and collection, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Service Guide as a Credit Allowance for Interruptions and Service Quality Guarantees.

The Company is not liable for any act or omission of any other communications carrier or other service providers that furnishes a portion of a service.

The Company is not liable for damages associated with any service or equipment that it does not furnish.

The Company is not liable for damages to a premises resulting from the furnishing of service, including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused solely by the Company's negligence.

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the use of service offered under this Service Guide, involving:

1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Service Guide.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (CONT'D) 2.2.1 SERVICE LIABILITY (CONT'D)

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Customer shall indemnify, defend and hold harmless the Company from any and all claims by any person relating to the services so provided.

No license under patents or copyright (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Service Guide. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Service Guide and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.

The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services.

The Company's failure to provide or maintain services under this Service Guide shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C. Rules and Regulations, acts of God and other circumstances beyond the Company's control.

2.2.2 TEMPORARY SUSPENSION FOR REPAIRS

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period occurs, the Company will provide the affected Customers with reasonable notice thereof, as circumstances permit. If practicable, the Company will perform the work at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (CONT'D)

2.2.3 CREDIT ALLOWANCE FOR INTERRUPTIONS

Except as may otherwise be specified in this Service Guide, interruptions of eight hours or more within a continuous 24 hour period, which are reported to or detected by the Company, and that are not due to the negligence or willful act of the Customer are credited to the Customer at the proportionate monthly charge (1/30 of the service monthly recurring charge) involved for each qualifying interruption.

No interruption allowance shall be made for failures in facilities or equipment provided by any other person or entity except as may otherwise be provided in other Sections of this Service Guide.

No interruption allowance shall apply where service is interrupted by the negligence or willful act of the Customer or where the Company pursuant to the terms of the Service Guide, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Service Guide. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Service Guide, the Customer is responsible for providing electric power.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS**2.3 OBLIGATIONS OF THE CUSTOMER****2.3.1 THE CUSTOMER SHALL BE RESPONSIBLE FOR:**

- A. The payment of all applicable charges pursuant to this Service Guide, including visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by the Customer and any party other than the Company.
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with this Service Guide, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. Obtaining, maintaining, and otherwise having full responsibility for all easements necessary for installation of any associated equipment or facilities used to provide Local Services to the Customer from the property line to the location of the equipment installed on the Customer's premises. Any costs associated with obtaining and maintaining the easements described herein, including the costs of altering the structure to permit installation of the Company-provided equipment or facilities, shall be borne entirely by, and may be charged by the Company, to the Customer;
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Company reserves the right to refuse to install its equipment in a hazardous area. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.1 THE CUSTOMER SHALL BE RESPONSIBLE FOR: (CONT'D)

- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the easements for which the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

2.3.2 CLAIMS

With respect to any service, facility, or equipment provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES

2.4.1 ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

The Company will conduct a credit investigation of each Customer or applicant prior to accepting the agreement, Customer deposit, or advance payment. A Customer whose service has been discontinued for non-payment of bills for any telecommunications service will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

If service is established and it is subsequently determined that the Customer or applicant is indebted to the Company for service previously furnished, the Company may suspend or terminate the current service until satisfactory arrangements have been made for the payment of the prior indebtedness as specified in 2.5.2.B, following.

2.4.2 BILLING AND COLLECTION

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this Service Guide. Recurring charges are billed monthly, in advance of the month in which service is provided, except for usage sensitive charges which will be billed monthly for the preceding billing period. Bills are due by the payment due date shown on the bill, which shall be at least 15 days after issuance.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished may be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS**2.4 PAYMENTS AND CHARGES (CONT'D)****2.4.3 BILLING DISPUTES****A. Comcast Dispute Resolution**

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. Such notification occurs when the Customer contacts the Company's customer Service organization at 303.930.2000 or 1.888.824.4010. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, Comcast shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the Late Payment Charge specified in Section 2.4.8 if such amounts remain unpaid 30 days after the Customer is advised of the outcome of the investigation.

If the dispute is not resolved to the Customer's satisfaction, the Customer must provide the Company with written notice of such dispute within one year from the bill date of the disputed amount. This notice should be sent to:

Comcast
Telephone Customer Escalations
8000 E. Iliff Avenue
Denver, CO 80231

B. Public Utilities Commission Dispute Resolution

If the Customer and the Company are unable to resolve a dispute regarding service, the Customer may contact the Consumer Affairs section of the Colorado Public Utilities Commission.

Colorado Public Utilities Commission
Consumer Affairs, Suite 250
1560 Broadway
Denver, CO 80202
Telephone: 303.894.2070 (local call)
1.800.456.0858 (Colorado only)

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS**2.4 PAYMENTS AND CHARGES (CONT'D)****2.4.4 ADVANCE PAYMENTS**

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In accordance with the Company's practice of requiring that all regularly recurring charges for services, equipment, and facilities be paid monthly in advance, an applicant for service will be required to pay the charges applicable together with at least one month's rates for the services, equipment, and facilities applied for. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

2.4.5 DEPOSITS

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts. Generally, a deposit will be equivalent to two times the estimated average monthly bill. The Company reserves the right to provide for installment payments where the deposit required is greater than \$75 per access line. One half of the deposit must be paid before service is provided.

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. The deposit will be returned to the Customer, with interest at a rate determined annually by the PUC Staff, upon satisfactory payment of all proper charges for 12 consecutive months. Effective January 1, 2011, the interest rate is 0.34%.

The deposit plus interest is returned to the Customer, less any amounts due the Company, when service is disconnected.

Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

When it is determined that a deposit is required, the Customer may, in lieu of or in addition to making the deposit, arrange for any individual or firm of known good credit to guarantee payment of the charges by executing on his behalf a Guarantee of Payment Agreement with the Company.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS**2.4 PAYMENTS AND CHARGES (CONT'D)****2.4.6 RETURNED CHECK CHARGES**

The Customer will be assessed a charge of \$20.00 for each check, draft, or electronic funds transfer, in addition to any late payment charges as specified in Section 2.5.8., submitted by the Customer to the Company which a financial institution refuses to honor.

2.4.7 MINIMUM PERIOD CHARGE

The minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

2.4.8 LATE PAYMENT CHARGE

Except as otherwise provided in this Service Guide, if any portion of the Customer's payment is received by the Company 30 days after the payment due date that is printed on the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment charge shall be due to the Company. The late payment charge shall be the portion of the payment not received by the date due, multiplied by a factor. The late payment factor shall be 1.5%.

Late payment charges do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge if such amounts remain unpaid 30 days after the Customer is advised of the dispute resolution. Undisputed amounts on the same bill may be subject to the late payment charge if they remain unpaid 30 days after the payment due date that is printed on the bill.

Collection procedures and security deposit requirements are unaffected by the application of the late payment charge.

The late payment charge does not apply to final accounts.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE, AND CHANGES

2.5.1 CANCELLATION OF SERVICE

A. Cancellation of Application for Service

When the Customer cancels an application for service prior to the start of service, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

The special charges described above will be calculated and applied on a case-by-case basis.

B. Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term, as defined in Section 2.1.1, for any reason whatsoever, the Customer agrees to pay to the Company the following:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges specified in the applicable Service Guide for the balance of the then current month; and
4. Any other charges set forth in this Service Guide or in the service order for such early cancellation or termination.

The above sums shall become due and owing as of the effective date of the cancellation or termination and be payable as set forth in this Service Guide.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE, AND CHANGES (CONT'D)

2.5.2 DISCONTINUANCE OF SERVICE

A. The Company may, without incurring any liability, discontinue or suspend service without notice, or refuse service, if:

1. The Company deems that such action is necessary to prevent abuse or to protect against fraudulent use as described in Section 2.1.6, preceding, or to otherwise protect its personnel, agents, facilities, equipment, assets, or services; or
2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, its past or current use of communications services, or its planned use of the Company's service(s); or
3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the appropriate charges for the service by:

Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Service Guide; or

Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices, or electronic devices; or

Any other fraudulent means or devices; or

4. Any material portion of the facilities or equipment used by the Company to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; or
5. Any governmental order or directive calls for the discontinuation of service, the Customer alters the services to be provided, or the Customer violates an applicable law or regulation.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS**2.5 CANCELLATION, DISCONTINUANCE, AND CHANGES (CONT'D)****2.5.2 DISCONTINUANCE OF SERVICE (CONT'D)**

- B. The Company may, without incurring any liability, discontinue or suspend service with prior written notice of at least 15 days, if:
1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, past or current use of communications service, or
 2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or
 3. The Customer states that it will not comply or fails to comply with a request of the Company for deposits or advance payments, as specified in this Service Guide, or
 4. The Customer uses service without payment for the service or the Customer fails to pay any amounts owing to the Company for services to which the Customer subscribes or had subscribed or used, or
 5. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service.
 6. The Customer establishes a pattern of behavior with respect to the Company that is intended to vex, harass, threaten, or annoy the Company, its employees, or its agents. A pattern of behavior is intended to vex, harass, threaten, or annoy if its purpose is to disturb, irritate, or interrupt the Company's operations through continued and repeated acts.
- C. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. In addition, the Company may declare all future-billed monthly and other charges which would have been payable by the Customer during the month for which such services would have otherwise been provided to the Customer, to be immediately due and payable.
- D. In the event the Company incurs fees or expenses including reasonable attorney's fees in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE, AND CHANGES (CONT'D)

2.5.3 CHANGES IN SERVICE

If the Customer makes or requests material changes in service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.4 RESTORATION OF SERVICE

When a Customer's service has been disconnected in accordance with this Service Guide and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If any Customer's service is restored after having been disconnected in accordance with this Service Guide but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoration of service charge.

If a service has been suspended or discontinued for nonpayment, service will be re-established upon receipt of payment for all regulated charges billed. Charges for services and facilities prior to the period of suspension, including a service restoral fee, must be paid in accordance with the terms of this Service Guide to avoid future interruption of service. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon bank clearance of the check.

	NONRECURRING CHARGE
<ul style="list-style-type: none"> • Restoration of Service, per line 	\$20.00

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.6 ASSIGNMENT OR TRANSFER OF SERVICE

The Customer may not assign or transfer its rights or duties in connection with the services, equipment or facilities provided by the Company without the prior written consent of the Company. The Company may assign its rights and duties (a) to any subsidiary, parent company, or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company without the consent of the Customer.

2.7 NOTICES AND COMMUNICATIONS

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

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, billing or other communications.

2.8 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee and shall list this amount separately on the bill.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS

2.9 SURCHARGES

2.9.1 COLORADO UNIVERSAL SERVICE CHARGE

Towards the ultimate goal that basic service be available and affordable to all citizens of the State, the Colorado Legislature authorized the Public Utilities Commission (PUC) to create a system of support mechanisms to assist in the provision of such service in high-cost areas. The Commission has adopted Rules Prescribing the High Cost Support Mechanism, Rule 4 Code of Colorado Regulations 723-41. To insure that the mechanism is funded on a non-discriminatory, competitively neutral basis, the Rule directs service providers to levy a surcharge, called the “Colorado Universal Service Charge” on all telecommunications services purchased by Customers.

The PUC may periodically modify the Colorado Universal Service Charge.

2.9.2 TELECOMMUNICATIONS RELAY SERVICE FUND

Pursuant to legal requirements, the Company may assess a surcharge for the Telecommunications Relay Service Fund.

2.9.3 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911)

Pursuant to legal requirements, the Company may assess a surcharge for the Universal Emergency Telephone Number Service (911, E911).

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS**2.10 REQUIREMENTS FOR OPERATOR SERVICES PROVIDERS****2.10.1 GENERAL**

In compliance with Rule 4 CCR 723-18-5.7:

- A. Each provider of operator services shall:
1. Identify itself, audibly, and distinctly, to the Customer at the beginning of each telephone call before the Customer incurs any charges and also a second time prior to connecting the call before the Customer incurs any charges; and
 2. Permit the Customer to terminate the call at no charge before the call is connected; and
 3. Disclose immediately upon request and without charge to the Customer: the rates or charges for the Customer's intended call; the methods by which such rates or charges will be collected; and, the methods by which complaints concerning rates, charges, or collection practices will be resolved.
 4. Not bill for unanswered telephone calls in areas where equal access is available.
 5. Not knowingly bill for unanswered telephone calls where equal access is not available.
 6. Not engage in call splashing unless the Customer requests to be transferred to another provider of operator services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred.
 7. Except as provided in subparagraph 6.1.6, not bill for a call that does not reflect the location of the origination of the call.
- B. Upon receipt of any emergency telephone call, a provider of operator services shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

2. GENERAL REGULATIONS**2.11 SPECIAL CONSTRUCTION****2.11.1 GENERAL**

Subject to the agreement of the Company and to all of the regulations contained in this Service Guide, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is construction:

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

2.12 DESIGNATION OF CARRIER

The Customer may designate Comcast as the carrier of record to prevent the unauthorized transfer of service to another carrier. The designation may include any or all of the following jurisdictions:

- (1) local service
- (2) intraLATA long distance calling service
- (3) intrastate interLATA long distance calling service

This capability will be offered to the Customer at the time of the initial subscription to service or, at the Customer's initiation, on a subsequent contact with a representative of the Company.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

3. LOCAL SERVING AREAS AND LOCAL CALLING AREAS

3.1 GENERAL

Comcast Phone Service provides the Customer with a service configuration, features, and ancillary services as specified in the appropriate service description and rate schedule for the transmission of two-way interactive switched voice or data communications. This service is offered where facilities are available.

3.2 LOCAL SERVING AREAS (LSA)

The Local Serving Area (LSA) is the area in which the Company has the capability to provide Comcast Phone Service.

3.3 LOCAL CALLING AREA (LCA)

Unless otherwise specified, the local calling area for all services in this Service Guide is statewide.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

4. SERVICE CONNECTION AND MAINTENANCE CHARGES

4.1 GENERAL

Comcast Phone Service is subject to nonrecurring service charges that apply to Customer requests for service changes. They are in addition to any other scheduled rates and charges that would normally apply under this Service Guide. Unless specified otherwise in a service description, the following work charges and rates will apply.

Charges shown in this Section 4 apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based upon the additional cost involved.

All changes in location of the Customer's service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with the appropriate Service Charges applying.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

4. SERVICE CONNECTION AND MAINTENANCE CHARGES**4.2 SERVICE CHANGE CHARGES****4.2.1 APPLICATION OF CHARGES**

Service Change Charges apply per line when a Customer requests a change in existing service.

- A. Telephone Number Change - A charge applies to each Customer-requested change in telephone number.
- B. Feature/Service Change Charge - Applies to an existing Local Service line when the Customer requests to add or change a standard feature. This charge is assessed per access line for each occurrence.
- C. Directory Listing Change Charge - A charge will apply to each Customer-requested change in directory listing.

4.2.2 RATES AND CHARGES

- | | |
|------------------------------------|----------|
| A. Telephone Number Change | \$ 25.00 |
| B. Feature/Service Change Charge | 50.00 |
| C. Directory Listing Change Charge | 8.00 |

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

4. SERVICE CONNECTION AND MAINTENANCE CHARGES

4.3 REPAIR AND MAINTENANCE CHARGES

4.3.1 APPLICATION OF CHARGES

Repair and Maintenance Charges apply per Customer order for all work or services ordered to be provided at one time on the same premises, for the same Customer. This charge will vary depending upon the day of the week and the time of day service is requested by the Customer as follows:

- A. Basic Time - Work performed Monday through Saturday between 8:00 AM and 8:00 PM.
- B. Overtime - Work performed Monday through Saturday between 8:00 PM and 8:00 AM.
- C. Premium Time - Work performed on Sundays and on national holidays.

4.3.2 RATES AND CHARGES

PER VISIT

A. Basic Time	\$115.00
B. Overtime	175.00
C. Premium Time	230.00

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

5. DIRECTORY SERVICE**5.1 DIRECTORY LISTINGS****5.1.1 GENERAL**

- A. The Company does not publish a directory of Customer listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of another local exchange carrier. The rates and regulations for directory listings apply only to the alphabetical section of the directory and availability is specified within the service descriptions. Monthly Recurring Charges associated with directory listings are applied on a per listing basis.

Listings are intended solely for the purpose of identifying Customer's telephone number and as an aid to the use of telephone service.

B. Regulations

1. The listings of Customers, either without charge or at the rate specified within this Service Guide for other listings, are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by Customers or prospective Customers, the Company will not be a party to controversies between Customers as a result of the publication of such listings in the directories.
2. The length of any listing may be limited to one line in the directory by use of abbreviations when the clearness of the listing and the identification of the Customer are not impaired.
3. The Company is not liable for damages arising from errors or omissions in the making up or printing directories or in accepting listings as presented by the Customer.
4. The Customer will receive one free standard listing in the alphabetical section of the directory that serves the Customer's location.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

5. DIRECTORY SERVICE

5.1 DIRECTORY SERVICES (CONT'D)

5.1.1 DIRECTORY LISTINGS (CONT'D)

B. Regulations (Cont'd)

5. Additional listings are available in the alphabetical section of the directory at additional monthly recurring charges as indicated below. This monthly charge will apply to additional listing(s) while the directory containing such listing(s) is in effect.
6. Business Customers will receive one free simple listing in the classified (YP) section of the directory that services the Customer's location. The Customer must contact the local exchange carrier providing the directory service to arrange for additional simple listings or any complex listings in the classified section of the directory under separate contract and billing.
7. A nonrecurring charge will apply for any Customer-requested change in listing, as specified in Section 4.2.

C. Rates and Charges

Standard Alphabetical Listing	\$ 0.00
Additional Alphabetical Listing	\$ 1.50

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

5. DIRECTORY SERVICE**5.1 DIRECTORY SERVICES (CONT'D)****5.1.2 NON-PUBLISHED NUMBERS****A. General**

Non-Published telephone numbers are listed in neither the directories nor Directory Assistance records available to the general public.

B. Regulations

Incoming calls will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

The Company's liability, if any, for its gross negligence or willful misconduct, or the right, if any, of the Customer to seek any legal remedies available for the same, is not limited by this Service Guide. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the non-published telephone number in the directory or disclosing said number to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have made for that non-published number for the affected period.

Except as provided above, the Customer holds the Company harmless for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication/non-publication of the Non-Published Number or the disclosing/non-disclosing of said number to any person.

C. Rates and Charges

Each Non-Published Number	\$ 2.50
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TELECOMMUNICATIONS SERVICES SERVICE GUIDE

5. DIRECTORY SERVICE**5.1 DIRECTORY SERVICES (CONT'D)****5.1.3 NON-LISTED NUMBERS****A. General**

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

B. Regulations

The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

The Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this Service Guide. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of a non-listed number in the directory, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have made for that non-listed number for the affected period.

Except as provided above, the Customer holds the Company harmless for any and all claims for damages caused or claims to have been caused, directly or indirectly, by the publication of the non-listed number.

C. Rates and Charges

Each Non-Listed Number	\$ 1.80
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TELECOMMUNICATIONS SERVICES SERVICE GUIDE

6. MISCELLANEOUS SERVICES

6.1 900/976 CALL BLOCKING

6.1.1 GENERAL

900/976 Call Blocking is provided by the Company as the default service option to restrict calls from the Customer's access line to all 900/976 service access codes. At the Customer's request, this option may be deactivated where billing capability is available.

6.1.2 REGULATIONS

- A. When the blocking is activated, direct dialed calls to all 900/976 service numbers from the Customer's access line will be blocked. These blocked calls will be directed to an announcement.
- B. This option does not prevent Customers from placing 900/976 calls from their access line using other Operator Service Providers. In addition, this option does not prevent Customers from placing operator-assisted to 900/976 services from a line that is not blocked.

6.1.3 RATES AND CHARGES

	NONRECURRING CHARGE
900/976 Call Blocking	No Charge

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

6. MISCELLANEOUS SERVICES

6.2 TOLL RESTRICTION

6.2.1 GENERAL

This service provides Customers with the ability to block outbound long distance calling from their access line.

6.2.2 REGULATIONS

- A. A monthly recurring charge will apply for each line restricted.
- B. When the Toll Restriction option is activated, direct dialed long distance calls from the Customer’s access line will be blocked. These blocked calls will be directed to a network message.
- C. The activation of the Toll Restriction option does not prevent Customers from placing long distance calls from the access line utilizing an Operator Service Provider or a Directory Assistance Call Completion provider that can be reached through the use of a local call. In addition, this option does not prevent Customers from placing operator-assisted calls to a long distance number from a line that is not blocked.
- D. The following types of calls will be blocked:

- 1+ 7 Digit Long Distance
- 1+ 10 Digit Long Distance
- 00+
- 00-
- 01+
- 011+
- 1010XXX
- 0+ 7 Digit Long Distance
- 0+ 10 Digit Long Distance

6.2.3 RATES AND CHARGES

**MONTHLY
CHARGE**

Per Line Restricted

No Charge

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

6. MISCELLANEOUS SERVICES**6.3 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911)****6.3.1 GENERAL**

The Company will provide a universal central office number 911 for the use of Public Safety Answering Points (PSAP) engaged in providing telecommunications services for a Public Agency engaged in protecting the safety and property of the general public. Use of the 911 number will provide the public with a means of simple and direct telephone access to such PSAP.

In providing this service, the Company will route 911 telephone calls from its Local Serving Areas to the Basic Emergency Service Provider.

6.3.2 REGULATIONS

- A. Enhanced 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System to the E911 database.
- B. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the PSAP.
- C. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any similar matter that may affect the routing of 911 calls to the proper PSAP.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

6. MISCELLANEOUS SERVICES**6.3 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (CONT'D)**
6.3.2 REGULATIONS (CONT'D)

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

6.3.3 FUNDING

Universal Emergency Telephone Number Service is funded by all Customers, excluding state and local government, through a surcharge mandated by law.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

6. MISCELLANEOUS SERVICES

6.4 N-1-1 ABBREVIATED DIALING CODES

6.4.1 GENERAL

Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven- or ten-digit telephone number. The network must be pre-programmed to translate the three-digit number into the appropriate seven- or ten-digit telephone number and route the call accordingly.

The following N-1-1 abbreviated dialing have been assigned by the FCC for the specific uses described below:

- 211 – Community Information and Referral Services
- 311 – Non-Emergency Governmental Services
- 511 – Traffic and Transportation Information
- 711 – Telecommunications Relay Service
- 811 – Advance Notification of Excavation Activities

Calls made to Abbreviated Dialing Codes must originate from a regular exchange access line. Calls originated via 1+, 0+/0-, or 101XXXX technologies or operator assisted calls will not be completed.

6.4.2 COMMUNITY INFORMATION AND REFERRAL SERVICES (211)

211 Service (“211”) is a three-digit local dialing arrangement available for the delivery of community information and referral services.

6.4.3 NON-EMERGENCY GOVERNMENTAL SERVICES (311)

311 Service (“311”) is a three-digit local dialing arrangement available for the delivery of non-emergency local government services.

6.4.4 TRAFFIC AND TRANSPORTATION INFORMATION (511)

511 Service (“511”) is a three-digit local dialing arrangement available for the delivery of traffic and transportation information services.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

6. MISCELLANEOUS SERVICES

6.4.5 TELECOMMUNICATIONS RELAY SERVICE (711)

- A. Telecommunications Relay Service (TRS) is a relay telecommunications service for persons who are the deaf or hearing and/or speech disabled. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech. Persons utilizing this service are charged as if the call was directly dialed.
- B. In compliance with Rule 4 Code of Colorado Regulations 723-2-2820, a uniform assessment will be included in each Customer's bill as specified in Section 2.9.3, preceding, to fund this service. This charge will appear on the bill as a separate item entitled "Colorado Telecommunications Relay Service Fund."

6.4.6 ADVANCE NOTICE OF EXCAVATION ACTIVITIES (811)

811 Service ("811") is a 3-digit local dialing arrangement available for intrastate one-call service to provide notice of underground excavation service to underground facilities operators.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

7. NETWORK SERVICES

7.1. SCHOOLS AND LIBRARIES NETWORK SERVICE

7.1.1. NETWORK SERVICE FOR E-RATE ELIGIBLE INSTITUTIONS

A. General

1. Schools and Libraries Network Service is a high-speed data service that uses point to point T1 circuits for the interconnection of Local Area networks (LANs) across the customer's physical locations. The service delivers connections between customer locations at a T1 (1.5 Mbps) level. In some locations, a channelized T1 service option (described in 7.1.3, following) may be available.
2. Service availability is subject to the availability of Type I (on-net) facilities, as defined below. The Company shall not be required to provide Type II (off-net) facility arrangements, as defined below; provided, however, that in the event the Company chooses to provide Type II arrangements, additional charges shall apply.
 - a. Type I Facilities – Type I facilities are provided where both endpoints of a connection are served by the Company's network (or the network of its affiliates).
 - b. Type II Facilities – Type II facilities are provided where at least one endpoint of a connection is served by the Company's network and the other end-point is served by an entity other than the Company. Such facilities are provided via a combination of the Company's facilities and those of the interconnecting entity. The Company may apply a service charge or mark-up to the rates charged to the Company by the interconnected entity.
3. Schools and Libraries Network Service is exclusively available to primary and secondary educational institutions, corresponding municipal libraries and other "e-rate eligible" institutions. Visit: <http://www.sl.universalservice.org/> for e-rate eligibility criteria.
4. Schools and Libraries Network Service is not available for resale.
5. The terms and conditions set forth in this Section 7 are in addition to the terms and conditions found in the General Regulations section of this Service Guide.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

7. NETWORK SERVICES**7.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)****7.1.2. POINT-TO-POINT SERVICE****A. Service Description**

1. Point-to-Point Schools and Libraries Network Service permits the customer to connect their physically distributed locations as if they were on the same Local Area Network (LAN). This service is provided between designated customer locations within a metropolitan area where facilities permit.

B. Rate and Charge Description**1. Nonrecurring Charges**

- a. Facilities and equipment of a type and/or quantity necessary to provide Schools and Libraries Network service are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for service. Charges will be offered to the customer in writing and on a nondiscriminatory basis.
- b. Repair and maintenance of service shall be provided on a time and materials basis.

2. Recurring Rates

- a. Schools and Libraries Network Service is offered for the contractual periods and at the rates specified below. Requests for different service configurations, alternative speeds, or for a term not specified in this Service Guide will be considered on a Special Assembly basis.
- b. A termination liability applies to accounts terminated prior to the fulfillment of the initial contract period. The termination liability shall be equal to the monthly rates applicable for the remaining months of the initial period plus outstanding nonrecurring charges (if any).

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7. NETWORK SERVICES

7.1. SCHOOLS AND LIBRARIES NETWORK SERVICE

7.1.2. POINT-TO-POINT SERVICE (CONT'D)

C. Rates and Charges

	MONTHLY RATE
<ul style="list-style-type: none">• Point to Point Service<ul style="list-style-type: none">- 1.5 Mbps Point to Point circuit between two locations, initial 36 month period	\$650.00

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

7. NETWORK SERVICES

7.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

7.1.3. CHANNELIZED EXCHANGE SERVICE

A. Service Description

1. Subject to facility and system availability, Channelized Exchange Service delivers the functional equivalent of 24 voice grade facilities (via a channelized T1 facility) providing local and long distance dialing capability through the Public Switched Telephone Network (PSTN). Subscription is limited to e-rate qualifying institutions as defined in 7.1.1, preceding.

B. Rate and Charge Description

1. Nonrecurring Charges

- a. Facilities and equipment of a type and/or quantity necessary to provide Channelized Exchange Service are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for service. Charges will be offered to the customer in writing and on a nondiscriminatory basis.
- b. Repair and maintenance of service shall be provided on a time and materials basis.

2. Recurring Rates

- a. Channelized Exchange Service is offered for the contractual periods and at the rates specified below. Requests for different service configurations or for a term not specified in this Service Guide will be considered on a Special Assembly basis.
- b. A termination liability applies to accounts terminated prior to the fulfillment of the initial contract period. The termination liability shall be equal to the monthly rates applicable for the remaining months of the initial period plus outstanding nonrecurring charges (if any).
- c. Usage rates and monthly recurring charges for services subscribed to in connection with Channelized Exchange Service are in addition to the basic monthly rate.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

7. NETWORK SERVICES

7.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

7.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)

C. Feature Description

The following features are available in connection with Channelized Exchange Service:

- **Caller ID Blocking** – This feature blocks the display of the customer's name and telephone number to Caller ID display devices on all calls made from the subscribed line. This feature may be de-activated at any time by the customer on a call-by-call basis through the activation of a special code. This feature is provided at no monthly charge to the customer. Per Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.
- **Caller ID Name and Number** – Caller ID allows the customer to identify the telephone name and number from which a call is being made. The name and telephone number of the person initiating the call is displayed on a customer-provided display device.
- **Prohibit Billed to Third Number Calls** – Allows a customer to prevent all Billed to Third Number calls from being billed to their telephone number, provided the transmitting operator checks the validation database.
- **Prohibit Collect Calls** – Allows a customer to prevent all Collect calls from being billed to their telephone number, provided the transmitting operator checks the validation database.
- **Toll Blocking** – Exchange lines are restricted from direct-dialing billable toll calls. Local directory assistance calls are allowed. Calls placed in violation of the toll restriction are routed to an announcement. This feature does not prevent customers from placing long distance calls utilizing an Operator Services provider that can be reached through the use of a local call.
- **900/976 Blocking** – This feature is provided by the Company as the default service option to restrict direct-dialed calls from the customer's access line to all 900 and/or 976 service numbers.

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7. NETWORK SERVICES**7.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)****7.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)****D. Directory Listings**

See Section 5, preceding, for a description of Directory Listing Services and their availability.

E. Directory Assistance and Call Completion

1. Directory Assistance Service is furnished upon customer request for assistance in obtaining directory listing information. The Customer will be charged for all requests including requests for listings that are not available or not found. This service may be provided either by an operator or a mechanized response system.
2. Directory Assistance charges apply on a per-call basis, with a maximum of three (3) requested telephone numbers allowed per call. Calls to Directory Assistance service will be billed directly to the customer's account. Alternate billing options and operator services are not available.
3. Where available, Directory Assistance Call Completion allows a customer calling Directory Assistance the option of having the call completed to the requested number. When a caller requests more than one number from Directory Assistance, Call Completion service is offered only for the last number requested.
4. Calls completed through Directory Assistance Call Completion service will be billed directly to the customer's account. Alternate billing options and operator services are not available. Calls completed to non-local numbers will incur applicable usage charges.

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7. NETWORK SERVICES

7.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

7.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)

F. Operator Services

1. Operator Services rates apply to customers who engage the operator’s assistance in the completion and/or billing of a local or long distance call. Calls may be completed or billed with live or mechanical assistance.
2. Operator Services are provided by a third party under contract with the Company. Rates and regulations governing this service are subject to change if changes are instituted by the service provider and accepted by the Commission.
3. A per-call service charge and a per-minute usage rate apply to each operator assisted call.

G. Rates and Charges

	MONTHLY RATE
1. Channelized Exchange Service	
• 24 voice equivalent channels, initial 36 month period ^[1]	\$720.00
2. Features	
• Caller ID Blocking	Included
• Caller ID Name and Number	Included
• Prohibit Billed to Third Number Calls	Included
• Prohibit Collect Calls	Included
• Toll Blocking	Included
• 900/976 Blocking	Included
3. Directory Listings	
• Primary Listing	Included
• Additional Listing, per listing	[2]
• Non-Published Service	[2]
• Non-Listed Service	[2]

[1] Channelized Exchange Service includes a statewide local calling area.

[2] See Section 5, preceding, for Directory Listing Services rates and availability.

TELECOMMUNICATIONS SERVICES SERVICE GUIDE

7. NETWORK SERVICES

7.1. SCHOOLS AND LIBRARIES NETWORK SERVICE (CONT'D)

7.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)

G. Rates and Charges (Cont'd)

	NONRECURRING CHARGE
4. Directory Assistance	
• Local and Intrastate Directory Assistance	\$0.99
• Directory Assistance with Call Completion	0.99
5. Operator Services	
• Local and Intrastate Operator Service	
- Station - Billed to Third Number	1.51
- Station - Collect	1.85
- Station – Sent Paid	1.25
- Person to Person	3.00
6. Service Charges	
• Change of Billing, per occurrence	10.00
• Number Change, per occurrence	10.00
• Directory Listing Change, per occurrence	10.00
• Feature Change, per occurrence	10.00
	USAGE
7. Operator Services Usage	
• Per minute	\$0.11