

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
TRUNK SERVICES**

**ATTACHMENT IDENTIFIER: Trunk Services, Version 1.7**

The following additional terms and conditions are applicable to Sales Orders and Service Orders for Comcast's Trunk Services. A further description of the Services is set forth in Schedule A-1 hereto.

**DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Comcast Enterprise Services General Terms and Conditions (the "**General Terms and Conditions**").

"**Estimated Availability Date**" means the target date for delivery of a Service.

"**PRI**" means Primary Rate Interface.

"**Service(s)**" means PRI Trunk Services and SIP Trunk Services.

"**SIP**" means Session Initiated Protocol.

**ARTICLE 1. CUSTOM INSTALLATION FEES**

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

**ARTICLE 2. PROVISIONING INTERVAL**

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

**ARTICLE 3. SERVICE COMMENCEMENT DATE**

The Service Commencement Date shall be the date Comcast informs Customer that the Service is available and performing at the Service Location in accordance with Schedule A-1 hereto. A single Sales Order or Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates. Comcast shall notify Customer that the Services are

available for use on the Service Commencement Date. Any failure or refusal on the part of Customer to be ready to receive the Service on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges and Comcast may terminate Services for cause as provided under the General Terms and Conditions. Comcast will consider the Service installation completed if Comcast has delivered Service, regardless of whether Customer refuses or fails to be ready to receive the Service.

**ARTICLE 4. TERMINATION CHARGES; PORTABILITY; UPGRADES**

**4.1** The charges set forth or referenced in each Sales Order or Service Order have been extended to Customer in reliance on the Service Term set forth therein.

**4.2 Termination Charges.**

**(a)** Subject to Section 4.3, in the event that Service is terminated following Comcast's acceptance of the applicable Sales Order or Service 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%).

**(b)** Subject to Section 4.3, 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:

- (i)** 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- (ii)** 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- (iii)** 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- (iv)** 100% of any remaining, unpaid Custom Installation 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.

**4.3 Exclusions.** Termination Charges shall not apply to Services terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.

**4.4 Portability.** Customer may terminate an existing Service (an "Existing Service") and turn up a replacement Service (i.e., activate Service with termination points on Comcast's network that are different than those of the Existing Service) (a "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 greater than the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (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 or Service Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order or Service 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.

**4.5 Upgrades.** Customer may upgrade the capacity of an Existing Service without incurring Termination Charges, provided that: (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (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 or Service Order to Comcast for the Upgraded Service and that Sales Order or Service 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.

#### **ARTICLE 5. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT**

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("**Technical Specifications**"). The service level agreement applicable to the Service is set forth in Schedule A-2 hereto and incorporated herein by reference.

#### **ARTICLE 6. VOICE ACCEPTABLE USE POLICY**

**6.1 Use Restrictions.** The Service may only be used at Service Locations where installed by Comcast. Customer expressly agrees to not use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax or voicemail broadcasting or blasting. Customer also expressly agrees to not use the Service to originate or otherwise facilitate calls using misleading or incorrect caller ID information (i.e., illegal call spoofing) or in any manner inconsistent with the terms in Sections 6.2 and 6.3 herein. If Comcast determines, in its sole discretion, that Customer's use of the Service is excessive or in violation of the Agreement, Comcast reserves the right, among other things, to terminate or modify the Service immediately and without notice. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND COMCAST'S AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, (SUB)CONTRACTORS, ATTORNEYS AND LICENSORS (EACH, A "COMCAST ASSOCIATED PARTY" AND COLLECTIVELY, THE "COMCAST ASSOCIATED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO CUSTOMER'S FAILURE TO COMPLY WITH THIS ARTICLE 6.

#### **6.2 Fraudulent and Robocall Traffic.**

(a) Comcast reserves the right to investigate suspicious calls and calling patterns.

(b) Customer expressly agrees not to use the Service for auto-dialing or robocalling, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitations or polling), fax or voicemail broadcasting or blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns.

(c) Comcast assumes no liability for (i) calls to Customer that Comcast blocks as fraudulent or robocall traffic or (ii) calls made by Customer that are blocked by third party providers as the result of any fraud or robocall mitigation efforts.

(d) If Comcast detects a pattern of calls having characteristics of illegal robocalls, or if there is otherwise a reason to suspect illegal robocalling or spoofing, Comcast will seek to identify the party making such calls and take appropriate action including, but not limited to: (i) initiating a traceback investigation; (ii) verifying Customer's right to use the calling telephone number; (iii) determining whether the calling name sent to a receiving

party matches Customer's corporate name, trademark, or d/b/a name; (iv) terminating Customer's Service; and (v) notifying law enforcement. Comcast may, but shall not be required to, inform Customer that Comcast is taking such action. Comcast reserves the right to inform an enforcement agency, or its delegate with jurisdiction, of the identity of Customer if Customer is determined to be the source of fraudulent robocalls or other illegal activity including but not limited to originating calls to telephone numbers that are on a state or federal Do Not Call list. Comcast may, but shall not be required to, inform Customer that Comcast is taking such action.

**6.3 Call Spoofing.** Customer shall not, and agrees not to, (i) use the Service to originate or otherwise facilitate calls using misleading or incorrect caller ID information or (ii) deliberately falsify the information transmitted to the called party's Caller ID display to disguise its identity or otherwise make calls with the intent to defraud, cause harm, or wrongfully obtain anything of value. Customer agrees to defend, indemnify and hold Comcast and the Comcast Associated Parties harmless from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses for claims relating to or resulting from Customer's violation of this Section 6.3.

#### **ARTICLE 7: SERVICE LIMITATION**

**7.1 Disruption of Service.** Customer acknowledges and agrees that Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power is interrupted and Customer-Provided Equipment and/or Comcast Equipment does not have a functioning backup power. Customer also acknowledges and agrees that the performance of any battery backup is not guaranteed. If the battery backup does not provide power, the Service, including calls to 911, will not function until power is restored provided the Comcast network is operational. Customer also acknowledges that certain online features of the Service, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

**7.2 Provision of Service.** Subject to the terms and conditions herein, the Services are intended for commercial, non-residential use only.

**7.3 COUNTRIES NOT SERVED – FRAUD PREVENTION.** In order to prevent international long distance fraud and reduce toll-fraud risks to the Service customers, Comcast does not include direct dialing to the following countries for all Services: Comoros; Djibouti; Eritrea; Guinea; Guinea Bissau; Guyana; Ivory Coast; Liechtenstein; Maldives; Moldova; Niue; Sao Tome; Senegal; Sierra Leone; Somalia; Suriname; Tuvalu; Vanuatu; Republic of Yemen; Zimbabwe; Algeria;

Morocco; Nauru; Papua New Guinea; Saint Helena; Solomon Islands; and Western Samoa. Customers may still make calls to the foregoing countries by making operator assisted calls, which may be subject to an additional fee.

#### **ARTICLE 8: LIMITATIONS OF 911/E911**

**8.1 Limitations.** Services includes a 911/ Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.

**8.2 Correct Address. FEDERAL LAW AND MANY STATES REQUIRE BUSINESSES USING MULTI-LINE TELEPHONE SYSTEMS TO TRANSMIT SPECIFIC LOCATION INFORMATION (E.G., OFFICE NUMBER, ROOM NUMBER, FLOOR LEVEL, DIRECTIONAL QUADRANTS WITHIN INDIVIDUAL BUILDINGS, OR STREET ADDRESS FOR MULTI-LINE SYSTEMS THAT SERVE MULTIPLE DISCRETE BUILDINGS) FOR 911 CALLS. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT CUSTOMER, AND NOT COMCAST, BEARS SOLE RESPONSIBILITY TO ENSURE THAT CUSTOMER IDENTIFIES AND COMPLIES WITH ALL SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO IS A BREACH OF THE AGREEMENT.** In order for 911/E911 calls to be properly directed to emergency services, Comcast must have Customer's correct Service Location address. If Customer moves the Service to a different Service Location without obtaining Comcast's prior approval and providing the correct updated information to Comcast, 911/E911 calls may be directed to the wrong emergency authority, 911/E911 calls may transmit the wrong Service Location address, and/or the Service (including 911/E911) may fail altogether. Therefore, Customer must contact Comcast at least thirty-six (36) hours before moving the Service to a new Service Location, or a new location within a Service Location and provide Comcast with the updated Service Location information to ensure the records update is in place by the time of the relocation. Customer acknowledges that 911 calls made from nomadic Comcast Equipment and Services (i.e., Comcast Equipment and Services that can be moved to multiple locations but still use the same telephone number) will reach the emergency authority associated with the Service Location.

Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct Service Location, and for updating the system as necessary to reflect moves or additions of stations within the Service Location.

**8.3 Service Interruptions.** Customer acknowledges

and understands that the Service (a) uses the electrical power in Customer's Service Location and (b) may rely on a broadband connection. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated Customer-Provided Equipment and/or Comcast Equipment is not installed, fails, or is exhausted after several hours. Additionally, if the broadband service fails, 911 calling may be interrupted. Customer is urged to arrange for its own backup power supply. Provided that the underlying network is still operational, the duration of the Service during a power outage will depend, among other things, on Customer's backup power choice and proper configuration of Customer's disaster recovery features. Comcast bears no responsibility for such loss of the Service.

**8.4 Network Facilities.** Calls, including calls to 911/E911, may not be completed if Customer exceeds the Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

**8.5 911/E911 Limitations for Nomadic Users.** Comcast only supports 911/E911 calls in those areas of the U.S. where Comcast can direct Customer's 911 calls to the appropriate PSAP in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges that 911 calls made within the U.S. from nomadic Comcast Equipment and Services will be directed to the emergency authority associated with the then-current Service Location address as described in Section 8.2. Customer agrees to comply with all user guides, requirements and instructions provided by Comcast, including, without limitation, updating the Service Location associated with the nomadic Service or Comcast Equipment. Nomadic Service does not support calls to abbreviated emergency service dialing codes used outside the U.S.

**8.6 Customer-Initiated 911 Testing.** Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to make test calls to 911, Customer agrees to obtain prior approval from the relevant state and or local emergency communications authority and assumes all responsibility for the placement of such calls.

**8.7 Suspension and Termination by Comcast.** Customer acknowledges and agrees that the Service, including 911/E911, as well as all online features of the Service, where Comcast make these features available, will be disabled if Customer's account is suspended or terminated.

**8.8 LIMITATION OF LIABILITY AND INDEMNIFICATION.**

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ANY COMCAST ASSOCIATED PARTY WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND THE COMCAST ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

**8.9 911 Notice for Trunk Services.** Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below.

(a) **Customer action is essential to the protection of its employees and other users of the Services, as described below.**

(b) Federal laws and regulations, along with many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Comcast offers the opportunity for a Customer to designate up to 1,000 different locations within its premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, room number, cubicle number, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Sales Order provide location information for each telephone number exactly as it should appear to the 911 call taker.

(c) Customer acknowledges and agrees that Customer, and not Comcast, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the Comcast 911 services described above at least to the extent required by law, and that Customer does not require the use of more than 1,000 different telephone numbers or other features not currently offered under the Agreement in order to comply with applicable laws. Regardless of if Customer also has "Private Switch/Automatic Location Identification" service in connection with its existing telephone service from another provider at the Service Location(s), Customer

must maintain with Comcast updated location information for each telephone number as provided in this Section 8.9.

(d) Comcast provides an email notification to Customer from [Do\\_Not\\_Reply\\_911@comcast.com](mailto:Do_Not_Reply_911@comcast.com) (the “911 Email Address”) when a 911 call has been made unless Customer has opted out from receiving such notification from Comcast. It is Customer’s sole responsibility to provide an email address to Comcast and to keep such email address up to date. It is also Customer’s responsibility to ensure that Customer’s email does not filter, spam and/or block any emails from the 911 Email Address.

### **8.10 Recommended Battery Back-Up is NOT Included.**

Customer acknowledges and agrees that the Services use electrical power from the Service Location. Customer acknowledges and agrees that Customer may lose access to and use of the Services, including 911/E911, if electrical power to the Integrated Access Device (“IAD”), Enterprise SIP Gateway (“ESG”), PBX switch, and/or handsets is interrupted and such devices are not supported by a working battery backup. Customer also acknowledges and agrees that Comcast does not provide a battery backup for such devices and Customer is urged to arrange for their own backup power supply to these devices. In the event of a power outage, provided the underlying network is still operational, the duration of Services during a power outage using the Comcast Equipment installed to provide Services will depend on Customer’s backup power choice. If the IAD or ESG (as applicable) is disconnected or removed during a power outage and/or a battery is not charged, Services, including access to 911, will not be available. Customer acknowledges and agrees that in the event of a power failure, Comcast bears no responsibility for such loss of service.

## **ARTICLE 9: EQUIPMENT REQUIREMENTS; INCOMPATIBLE EQUIPMENT; CUSTOMER RESPONSIBILITY FOR CUSTOMER-PROVIDED EQUIPMENT**

### **9.1 Equipment Requirements.**

(a) In order to use the PRI Trunk Service, Customer must use a Comcast-issued modem and a Comcast-issued IAD. Such equipment is Comcast Equipment.

(b) In order to use the SIP Trunk Service, Customer must use a Comcast-issued modem and a Comcast-issued ESG. Such equipment is Comcast Equipment.

### **9.2 Incompatible Equipment and Services.**

Customer acknowledges and agrees that Service may not support or be compatible with:

(a) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain “dial-up” modems;

(b) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (“PBX”) equipment, answering machines, and traditional Caller ID units;

(c) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;

(d) 211 or 311 calling; or

(e) Other call types not expressly set forth in Comcast’s product literature (e.g., outbound shore-to-ship calling).

Customer’s attempt to use any such systems or services in connection with the Services is solely at its own risk and Comcast shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

### **9.3 Customer Responsibility for Customer-Provided Equipment.**

(a) Customer is solely responsible for (i) providing, configuring and maintaining working PBX equipment and handsets (each, Customer-Provided Equipment) and all other Customer-Provided Equipment, (ii) notifying and training its users regarding proper use of the (A) Customer’s system in accordance with applicable requirements (including but not limited to any legal and/or regulatory requirements) and (B) feature functionality maintained on any Customer-Provided Equipment, including but not limited to extension dialing, call forwarding and call configurations and (iii) any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers and mandated 3-digit dialing codes and to enable calls to be connected to new area codes. Support of such N11 numbers and mandated 3-digit dialing codes may include configuration of features maintained by Customer, for which Customer is solely responsible for maintaining. Except as set forth in Section 9.2(d), Comcast will support N11 dialing and mandated 3-digit dialing codes in areas where the Service is made available by the local municipality.. Customer also acknowledges and accepts that Comcast only supports seven-digit local calling in certain areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

(b) Comcast shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of Comcast utilized in the provision of Services render any

Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

(c) Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call.

(d) Customer is solely responsible for origination or termination of misconfigured calls, such as calls originated with an invalid telephone number or telephone numbers reserved as "Do Not Originate."

## **ARTICLE 10: ADDITIONAL LIMITATIONS ON COMCAST'S LIABILITY**

**10.1 Limitations on Comcast's Liability for Directories and Directory Assistance.** IN THE EVENT THAT (a) COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, (b) CUSTOMER PROVIDES COMCAST SUCH INFORMATION TO BE PUBLISHED IN THE DIRECTORY OR DIRECTORY ASSISTANCE, (c) ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS AND (d) THE CONDITIONS SET FORTH IN SUBSECTION (c)(1), (c)(2) OR (c)(3) ARE DIRECTLY ATTRIBUTABLE TO COMCAST'S ACTIONS OR FAILURE TO ACT, THEN THE AGGREGATE LIABILITY OF COMCAST AND THE COMCAST ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY RECURRING CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMCAST AND THE COMCAST ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO

HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED IN SUBSECTION (c)(1), (c)(2) AND/OR (c)(3). IF ANY OF THE AFOREMENTIONED CONDITIONS OCCUR AND ARE NOT A RESULT OF COMCAST'S ACTION OR FAILURE TO ACT, COMCAST WILL NOT BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH CONDITIONS. FURTHERMORE, IF COMCAST MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF THE COMCAST ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

**10.2 Customer Information.** Comcast and its suppliers reserve the right both during the term of the Agreement and upon the termination of the Agreement to delete Customer's voicemail, call detail, data, files, or other information that is stored on Comcast's or its suppliers' servers or systems, in accordance with Comcast's then-current storage and/or retention policies. Customer acknowledges and agrees that Comcast shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

**10.3 Call Verification.** Customer may be receiving enhanced Caller ID services that provide Customer with an indicator on calls when the caller's voice provider has confirmed that the call is coming from a telephone number that has not been falsified or spoofed. Customer understands and acknowledges that an indicator that a particular calling telephone number has been authenticated or "verified" does not mean that the call is a desired call or a legitimate call. Similarly, Customer understands and acknowledges that the lack of a "verified" indicator does not mean that the call is an unwanted or illegitimate call. Customer is responsible for protecting itself from fraudulent calls. Comcast shall have no liability for any actual or alleged damages claimed to be caused, directly or indirectly, as a result of Customer's reliance on enhanced Caller ID services.

## **ARTICLE 11: USAGE BILLING**

**11.1** Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., outbound, international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.

**11.2** Except as otherwise provided in this PSA, Service measured calls are recorded in whole minutes, with partial

minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

**11.3** Notwithstanding anything to the contrary in the Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast or any Comcast Associated Party as if such a call were answered by the called party, Comcast will charge Customer for a completed call. Service pricing lists and fees can be found at

<https://www.xfinity.com/corporate/about/phonetermsofservice/comcastdigitalvoice/CDVBStatePricing>.

**11.4** Except as otherwise prohibited by applicable law, calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute. Comcast reserves the right to round up any and all Service invoice amounts to the nearest one cent (\$0.01).

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
TRUNK SERVICES**

**SCHEDULE A-1  
SERVICE DESCRIPTION AND TECHNICAL SPECIFICATIONS**

Comcast's Trunk Service will be provided in accordance with the service descriptions and technical specifications set forth below.

**1. Service Description**

The Service is an integrated solution that provides Customer with Private Branch Exchange (“**PBX**”) access to the Comcast Business telephone network via either a SIP connection or PRI. The Service provides access to local, long-distance, and international calling.

- A. Network Availability.** The Service is only available in the Comcast service footprint. Comcast will provide Customer with either a cable modem or fiber connection depending on the solution selected at the time of sale.
- B. PBX.** Customer must have a PBX at the Customer Service Location. The PBX provides Customer on-site control of Customer's telephony features. The Customer PBX is solely owned, operated and managed by Customer. Customer acknowledges and agrees that Customer shall have sole responsibility for the PBX, including but not limited to, maintenance and support. For the avoidance of doubt, the PBX is Customer-Provided Equipment.
- C. Satellite Location 911 Support.** During the technical interview, Customer can provide Comcast with the address(es) of Customer site(s) that require 911 addressing support (each, a “**Site**”). Customer is solely responsible for providing the address of each Site to Comcast. Once the Service is installed, if an individual makes a call to 911 from a telephone located at a Site, Comcast will direct emergency personnel to the Customer-provided address for the Site. If Customer does not request that this feature be enabled during the technical interview, Customer can contact Comcast Support at 1-800-391-3000 (the “**Comcast Support Number**”) to request that Comcast enroll the relevant Sites. Customer is solely responsible for maintaining a list of the current address for each Site. Comcast is not required to provide any support or services to Sites other than the 911 addressing support described above. Comcast will store the address of Sites for 911 addressing purposes for up to 3,000 telephone numbers for the SIP service and up to 1,000 telephone numbers for PRI service.
- D. Phone Numbers.** Customer has the option to bring or port phone numbers from Customer's account with another telephone carrier to Comcast. The porting process will be reviewed during the technical interview. Each Service Location can support up to 10,000 telephone numbers. Customer can also opt for Comcast to provide telephone numbers.

**2. Technical Specifications**

*SIP Trunking Service and Features*

SIP Trunking Service Overview

The SIP Trunking Service provides a digital connection to Customer's PBX and enables Customer to complete calls in concurrent call sessions (“**CCS**”). CCS is the maximum number of telephone calls Customer expects to make or to receive simultaneously.

Comcast will provide a connection to the Comcast network via a cable modem or fiber connection to an Enterprise SIP Gateway (“**ESG**”). Customer is solely responsible for the PBX and any Customer-Provided Equipment connected to the ESG.

- The SIP Trunking Service requires a minimum of 6 CCS.
- The SIP Trunking Service can support up to 46 CCS on a coax cable connection or 800 CCS on a fiber connection.



- The SIP Trunking Service can support up to 250 toll-free phone numbers per Service Location for an additional monthly fee per toll-free number. Inbound usage fees also apply.

### SIP Trunking Service Features

- Calling Name Delivery (CNAM). The SIP Trunking Service provides Customer with the ability to assign a unique name and number to out-pulse for each Customer telephone number or all Customer telephone numbers can share a standard name and number.
- Trunk Group Routing. The SIP Trunking Service provides Customer with the ability to enable the following features:
  - Fail-Over - If one trunk group is busy, the phone call will be routed to another trunk group.
  - SIP Load Balancing - Phone calls are routed to the trunk group that is the least busy across an account. Customer can assign trunking groups and establish load balancing options during the technical interview.
  - Stand-alone (aka Bursting) – The SIP Trunking Services provides Customer with the ability to increase the CCS by up to 20% during a period of high calling volumes for an additional monthly fee.
- Call Forward Not Reachable (CFNR). The SIP Trunking Service provides Customer with the ability to predetermine a forwarding number in the event of a service interruption for an additional monthly fee. CFNR routes calls to a specific phone number provided by the Customer during the technical interview.

For the avoidance of doubt, the above features will not be active unless Customer contacts Comcast to enable such feature(s). Customer can request that Comcast enable any or all of the above features during the technical interview. If Customer does not request that a feature be enabled during the technical interview, Customer can contact the Comcast Support Number to request that Comcast enable a feature.

### *PRI Trunking Service and Features*

#### PRI Trunking Service Overview

The PRI Trunking Service provides an analog connection to Customer's PBX and enables Customer to receive and place multiple calls across calling channels. A channel can be either fractional or whole and will be assigned to the Customer based on the Customer's call volume demands.

Comcast will provide a connection to the Comcast network via a coax cable modem or fiber connection to an integrated access device ("IAD"). Customer is solely responsible for the PBX and any Customer-Provided Equipment connected to the IAD.

- The PRI Trunking Service requires a minimum of 6 channels and can support a maximum of 23 channels.
- The PRI Service can support up to 2 PRI (46 channels) over a coax cable connection or 8 PRI (184 channels) over a fiber connection.
- The PRI Trunking Service can support up to 250 toll-free phone numbers per Service Location for an additional monthly fee per toll-free number. Inbound usage fees also apply.

#### PRI Trunking Service Features

- Calling Name Delivery (CNAM). The PRI Trunking Service provides Customer with the ability to assign a unique name and number to out-pulse for each Customer telephone number or all Customer telephone numbers can share a standard name and number.
- Direct Termination Overflow (DTO). If a trunk group is busy, all calls will automatically route to another trunk group or any pre-determined ten-digit number.

- **Call Forward Not Reachable (CFNR).** The SIP Trunking Service provides Customer with the ability to predetermine a forwarding number in the event of a service interruption for an additional monthly fee. CFNR routes calls to a specific phone number provided by the Customer during the technical interview.

For the avoidance of doubt, the above features will not be active unless Customer contacts Comcast to enable such feature(s). Customer can request that Comcast enable any or all of the above features during the technical interview. If Customer does not request that a feature be enabled during the technical interview, Customer can contact the Comcast Support Number to request that Comcast enable a feature.

### **3. Trunking Service Delivery and Service Management**

- Technical Interview.** Comcast will engage the Customer in one or several interviews related to the Customer's technical implementation details and telephone configuration details. Comcast will document the requests through a qualification checklist to assist in the installation process. This will include information about Customer's PBX manufacturer, model and software version type.
- Delivery and Installation Process.** Comcast will supply the Comcast Equipment to establish connectivity to the Comcast network and the IAD or ESG (as applicable). The installation is limited to the host, in-network, Service Location. A Comcast technician will not be dispatched to any satellite locations.
- On-Going Solution Support.** Customer should contact the Comcast Support Network for any configuration requests after the technical interview.

### **4. Technical Support and Maintenance**

Comcast provides a toll-free telephone number to Comcast Support, the Comcast Support Number, 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 Customer-Provided Equipment ("CPE") or other equipment not provided by Comcast.

- **Escalation:** Service issues should be directed to the Comcast Support Number. Service issue escalations may be escalated by Customer within Comcast Support to a Supervisor after twenty-four (24) hours, to a Manager twenty-four (24) hours following the escalation to a Supervisor, and to a Director twenty-four (24) hours following the escalation to a Manager.
- **Maintenance:** Comcast's standard maintenance window is Monday to Friday from 8:00 pm to 6:00am ET. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the Customer as required. Emergency maintenance is performed as needed.
- **Comcast Equipment:** Comcast provides certain Comcast Equipment (e.g., cable modem, IAD and/or ESG) for provisioning the Service. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering the Service.

### **5. Customer Responsibilities**

In addition to the ongoing Customer responsibilities set forth above and in the General Terms and Conditions, Customers have the following responsibilities related to the installation of the Service (collectively, the "**Customer Pre-Installation Responsibilities**"):

- Providing necessary space and power for all Comcast Equipment;
- Ensuring all racks are properly grounded;
- Storing any packages delivered for the installation of the Services in a secure, temperature-controlled location that will not be opened by anyone other than Comcast;

- Securing all applicable approvals for Comcast to access the Service Location (if any);
- Providing an escort that can enable Comcast's access to the buildings and Demarcation Point at the Service Location to allow Comcast. Provide access to each Service Location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities; and
- Providing a point of contact ("POC") and backup POC for installation, Service activation, and any maintenance.

In the event that Customer does not verify its compliance with the Customer Pre-Installation Responsibilities prior to the installation of the Service, Comcast shall the right, in its sole discretion, to delay installation of the Service.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
TRUNK SERVICES**

**SCHEDULE A-2  
SERVICE LEVEL AGREEMENT**

Comcast's Trunk Services are backed by the following Service Level Agreement ("SLA"):

**A. Definitions**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this PSA or the General Terms and Conditions.

"**Service Interruption**" means an interruption in transmission that renders the Service unusable for transmission and reception. The Service shall be "Available" in the absence of a Service Interruption.

**B. Service Level Agreement (SLA)**

Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "**Liability**"), shall be limited to the amounts set forth in the chart below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order ("**Availability Credit**"). For the purposes of calculating credit for a Service Interruption, the "**Length of Service Interruption**" begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("**MRC**") associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, Customer-Provided Equipment, or any other items set forth in the "Exceptions to Credit Allowances" section below.

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
Less than 30 minutes	None
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law.

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

## **C. Exceptions and Terms Applicable to All SLAs**

### **Emergency Blocking**

The parties agree that if either party hereto, in its reasonable and 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.

### **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) Customer name; (b) Customer account number; (c) Trouble Ticket number(s) opened by the Customer, and (d) 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.

### **Exceptions to Credit Allowances**

A Service Interruption shall not qualify for the Credits 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 or third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as set forth in the Agreement, unless otherwise provided under applicable law.

### **Other Limitations**

The remedies set forth in this 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 objectives of the Services.