

**TITLE SHEET**  
**FLORIDA TARIFF**  
**OF**  
**COMCAST LONG DISTANCE, INC.**

**Pertaining to**  
**INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Comcast Long Distance, Inc., with principle offices at 1500 Market Street, Philadelphia, PA 19102-2148. This Tariff applies for services furnished within the State of Florida. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours at the company's offices 644 South Andrews Avenue, Fort Lauderdale, FL 33301.

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- EG \_\_\_\_\_
- IN \_\_\_\_\_
- JPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- VAS \_\_\_\_\_
- TH \_\_\_\_\_

Issued: May 22, 1997

Effective: \_\_\_\_\_

By: **Betsey Klock, Manager - New Business Development**  
**Comcast Long Distance, Inc.**  
1500 Market Street  
Philadelphia, Pennsylvania 19102-2148

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**CHECK SHEET**

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date of the bottom of this page.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved From Another Price List Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation But No Change in Rate or Charge

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**TARIFF FORMAT SHEETS**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their Tariff process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Section Numbering Sequence - There are nine levels of Section and Paragraph coding. Each level of coding is subservient to its next higher level.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
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- D. Check Sheets - When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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EXCHANGE SERVICE LIST

CLD offers service in the following Florida exchanges:

Panama City LATA Exchanges  
Southeast LATA Exchanges  
Tallahassee LATA Exchanges  
Tampa LATA Exchanges

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used in this Tariff are defined below:

**Access Code:** The term denotes a uniform five or seven digit code assigned to an individual IXC. The five-digit code has the form 10XXX and the seven-digit code has the form 950-XXXX.

**Advance Payment:** Part or all of a payment required before the start of service.

**Bit:** The smallest unit of information in the binary system of notation.

**Casual Calling:** The use of the Company's service from an equal access end office whereby the end-user does not have a current account with the Company, including:

- A. Any person who has not established an account with the Company who places calls over the Carrier's network from an equal access area by dialing "10XXX";
- B. Any Feature Group D ("FGD") Customer located in an equal access area who has either voluntarily terminated his company service or has had service terminated in accordance with the terms and conditions set forth in this Tariff;
- C. New or allocated Customers whose accounts have not yet been established in the Company's billing system.

**CLD:** Comcast Long Distance, Inc.

**Commission:** Florida Public Service Commission.

**Communications Services:** The Company's intrastate regulated telecommunications services.

**Company:** CLD, the issuer of this Tariff

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Customer: The person, firm, corporation, or other entity which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse or ("DP"): The pulse type employed by rotary dial station sets.

Dial Station: A service whereby the person originating the call dials the telephone number desired without the assistance of a Company operator and the call is billed to the calling station.

Dual Tone Multi-Frequency or ("DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

EPSC: The Florida Public Service Commission.

Ground Start: Describes the signaling method between the PBX/key system interface and the Company's switch. It is also a request for service.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Holidays:** The following are the Company's recognized holidays:

New Year's Day	January 1
Independence Day	July 4
Labor Day	First Monday of September
Thanksgiving Day	Last Thursday of November
Christmas Day	December 25

**Joint User:** A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by CLD and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified in the Company's Tariffs.

**Kbps:** Kilobits-per-second; denotes thousands of bits-per-second.

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

**Loop Start:** Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Mbps:** Megabits, denotes millions of bits-per-second.

**Network:** The Company's facilities, equipment and services provided under this Tariff.

**Person-to-Person:** A service whereby the person originating the call specifies to the Company operator a particular person to be reached, or a particular station, department, or office to be reached through an attendant.

**Point of Connection:** Also abbreviated "POC." A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the Tariffs of the Company.

**Premises:** The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Primary Distribution Node:** A location on the Company's switching network, designated by the Company as an aggregation and interconnection point.

**PSC:** The Florida Public Service Commission.

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Service Commencement Date:** The day that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or in the Tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance.

**Service Order:** A written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company is one means of initiating the respective obligations of the parties as set forth therein and pursuant to the Tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

**Shared:** A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**Telecommunications Relay Service ("TRS"):** Calls completed through a telecommunications relay center. TRS allows individuals with hearing/speech disabilities who use a text telephone ("TT") or its equivalent to communicate with individuals who use ordinary telephones. A Communications Assistant ("CA") transliterates conversation from text to voice and from voice to text between two end users of TRS. The completed call is rated and billed as a call from the originating telephone number (calling station) to the terminating telephone number (called station). Direct dialed and operator assisted calls may be placed through TRS. User billed calls to enhanced and nonenhanced services are prohibited, e.g., coin-sent paid, 900 or 976 numbers.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

User: A Customer, Joint User, or any other person or entity that obtains service provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Weekend: 7 a.m. Saturday up to but not including 7 p.m. Sunday, unless otherwise indicated.

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SECTION 2 - RULES AND REGULATIONS

2.1 GENERAL

- 2.1.1 Comcast Long Distance, Inc. (herein the "Company") undertakes to furnish communications service pursuant to the rules, regulations and service quality criteria of this Tariff in connection with one-way and two-way transmission between specified points within the State of Florida.
- 2.1.2 The Company is responsible for the services and facilities provided under its Tariffs, and for its unregulated services provided pursuant to its contracts, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity.
- 2.1.3 When services and facilities are provided in part by CLD and in part by other companies, the regulations of CLD apply only to that portion of the service or facilities furnished by it.
- 2.1.4 When services and facilities provided by CLD are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of CLD may apply only to the use of the Company's services and facilities.

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SECTION 2 - RULES AND REGULATIONS

2.2 LIMITATIONS

- 2.2.1 The furnishing of service under the Tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities and of the facilities the Company may opt to secure from other carriers.
- 2.2.2 To the extent that CLD does not have access to facilities and/or equipment to serve portions of the designated service areas, CLD may at its sole discretion serve the remaining Customers of those areas by means of the resale of services of other providers. As set forth in the Tariffs of the Company, separate rate schedules may apply to facilities-based and resold services.
- 2.2.3 The Company reserves the right to limit or to allocate the use of facilities when necessary because of the lack of facilities or due to some cause beyond the Company's reasonable control.

2.3 LEGAL

- 2.3.1 In any action between the parties to enforce any provision of the Tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.3.2 The Tariffs of the Company shall be interpreted and governed by the laws of the State of Florida without regard to choice of laws provision.

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SECTION 2 - RULES AND REGULATIONS

2.4 LIABILITIES OF THE COMPANY

- 2.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.26. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, reliance, consequential, exemplary or punitive damages, including but not limited to, loss of revenue or profits, for any reason whatsoever, to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.4.2 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. The Company will make no refund of overpayments unless the claim for such overpayment, together with proper evidence, is submitted within two years from the date of the alleged overpayment.
- 2.4.3 The Company shall not be liable for:
- A. Any act or omission of: (i) the Customer, (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (iii) common carriers or warehousemen, except as contracted by the Company;

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**SECTION 2 - RULES AND REGULATIONS**

**2.4 LIABILITIES OF THE COMPANY (CONT'D)**

**2.4.3 (cont'd)**

- B. Any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties;
- C. Any unlawful or unauthorized use of the Company's facilities or services by Customer or User;
- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operation or procedures of the Company that render any equipment, facilities or services provided by the Customer or User obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.4.1;
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2 - RULES AND REGULATIONS

2.4 LIABILITIES OF THE COMPANY (CONT'D)

2.4.3 (cont'd)

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any noncompletion of calls due to network busy conditions;
- J. Any calls not actually attempted to be completed during any period that service is unavailable.
- K. Any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities, services or equipment used for or with the services the Company offers.
- L. Any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer- or User-provided equipment or facilities.
- M. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.
- N. Any representations made by Company employees that do not comport, or that are inconsistent with the provisions of this Tariff.
- O. Any act or omission in connection with the provision of 911, E911 or similar services.

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**SECTION 2 - RULES AND REGULATIONS****2.4 LIABILITIES OF THE COMPANY (CONT'D)**

- 2.4.4 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this subsection as a condition precedent to such installations.
- 2.4.5 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by other entities.
- 2.4.6 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within forty-five (45) days after the date of the occurrence that gave rise to the claim.

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**SECTION 2 - RULES AND REGULATIONS****2.4 LIABILITIES OF THE COMPANY (CONT'D)**

- 2.4.7 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.4.8 The Company shall be indemnified, defended, held harmless by the Customer against any claim, loss, demands, suits, expense, or other action or any liability whatsoever, or damage arising from Customer's use of services, including, but not limited to attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company, as well as claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- 2.4.9 With respect to any service or facility provided by the Company, the Company shall not be liable 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 act or omission of the Customer or User or either of their employees, agents, representatives or invitees;
  - 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 or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
  - C. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company Tariff.

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**SECTION 2 - RULES AND REGULATIONS****2.5 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES**

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

**2.6 PROVISION OF EQUIPMENT AND FACILITIES**

- 2.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the Tariffs of the Company. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to a Customer.
- 2.6.2 The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall attempt to avoid altering the technical parameters of the service provided the Customer in a material manner.
- 2.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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**SECTION 2 - RULES AND REGULATIONS**

**2.6 PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)**

- 2.6.5 The Customer shall be responsible for the payment of service charges set forth in the Company's Tariffs for visits by the Company's agents or employees to the Premises of the Customer or User when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or User.
- 2.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-provided communications equipment. Where such equipment is connected to the facilities of the Company, the responsibility of the Company shall be limited to the furnishing of facilities offered under the Tariffs of the Company and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission;
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.6.7 Customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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**SECTION 2 - RULES AND REGULATIONS**

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**SECTION 2 - RULES AND REGULATIONS**

**2.7 NON-ROUTINE INSTALLATION**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations, at the Company's sole discretion. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, evenings, and/or night hours, additional charges may apply.

**2.8 OWNERSHIP OF FACILITIES, TRADEMARKS, SERVICE MARKS**

- 2.8.1 Title to all facilities provided in accordance with the Tariffs of the Company remains in the Company, its affiliates, agents, contractors or suppliers.
- 2.8.2 Trademarks and service marks of the Company may not be used by any entity concurring in or providing service pursuant to this Tariff except under an express written license agreement with the Company.

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**SECTION 2 - RULES AND REGULATIONS****2.9 OBLIGATIONS OF THE CUSTOMER**

The Customer shall be responsible for:

- 2.9.1 The payment of all applicable charges pursuant to the Tariffs of the Company (the Customer is responsible for all calls charged to authorization codes or accounts duly assigned to him by the Company and accepted for use by the Customer).
- 2.9.2 Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with the regulations contained in the Company's Tariffs, or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.9.3 Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises.
- 2.9.4 Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, and may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service.
- 2.9.5 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.

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SECTION 2 - RULES AND REGULATIONS

2.9 OBLIGATIONS OF THE CUSTOMER (CONT'D)

- 2.9.6 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 the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under Section 2.9.4, and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.9.7 Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 2.9.8 Making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes

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**SECTION 2 - RULES AND REGULATIONS**

**2.10 PROHIBITED ACTIVITIES AND USES**

- 2.10.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.10.2 The Company may require a Customer or User immediately to shut down its transmission of signals if the transmission is causing interference to others.
- 2.10.3 A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in the Tariffs and contracts of the Company will apply.

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SECTION 2 - RULES AND REGULATIONS

2.11 LIABILITIES OF THE CUSTOMER

- 2.11.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.11.2 The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand the Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding subsection.

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**SECTION 2 - RULES AND REGULATIONS****2.12 CUSTOMER SIGNALS, FACILITIES AND EQUIPMENT**

- 2.12.1 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the Tariffs of the Company. A Customer may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its Tariffs, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.
- 2.12.2 Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.12.3 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.12.4 Coin-operated telephone equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and subject to any applicable provisions of the tariffs of the Company.
- 2.12.5 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

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**SECTION 2 - RULES AND REGULATIONS**

**2.13 INTERCONNECTION OF FACILITIES**

- 2.13.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.13.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Company's Tariffs and the Tariffs of the other communications carriers which are applicable to such connections, and at the Company's discretion.
- 2.13.3 Facilities furnished under the Tariffs of the Company may be connected to Customer-provided terminal equipment in accordance with the provisions of the Tariffs of the Company. All such terminal equipment shall be consistent with the Federal Communications Commission requirements pursuant to Part 68 of Title 47, Code of Federal Regulations, and all User-provided wiring shall be installed and maintained in compliance with those regulations.

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**SECTION 2 - RULES AND REGULATIONS**

**2.14 INSPECTIONS**

- 2.14.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.12.3 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.14.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within 10 days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - RULES AND REGULATIONS

2.15 TERM OF SERVICE, ORDERING OF SERVICE, AND CREDIT STANDARDS

2.15.1 Term of Service

- A. Service is provided on the basis of a minimum of at least one month, 24 hours per day. For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days. Business and residential service may be provided by the Company for such lesser or greater periods as determined in the sole discretion of the Company from time to time.
- B. At the expiration of the initial term specified in each Service Order, and following any extension thereof, service shall continue on a month-to-month basis, unless otherwise agreed by the Customer and Company in writing. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.15.2 Ordering of Service

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer may also be required to execute any other documents as may be reasonably requested by the Company.

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SECTION 2 - RULES AND REGULATIONS

2.15 TERM OF SERVICE; ORDERING OF SERVICE, AND CREDIT STANDARDS (CONT'D)

2.15.3 Credit Standards

The Company may, in order to safeguard its interests, require an applicant to establish satisfactory credit, or pay a cash deposit (see Section 2.19.2). Credit will be deemed established if:

- A. The applicant for service has been a customer of any telephone utility within the last two years and during the last 12 consecutive months of service did not have more than two occasions in which a bill was paid after becoming delinquent and never had service disconnected for nonpayment. The Company may require the Customer to provide proof of such prompt payment history.
- B. The applicant for service furnishes a guarantor satisfactory to the Company, to secure payment of bills for service requested. A satisfactory guarantor shall, at a minimum, be a Customer of the Company with a satisfactory payment history.
- C. The applicant furnishes an irrevocable letter of credit from a bank or surety bond.
- D. The applicant meets the Company's other credit standards that may be established by the Company from time to time.

2.15.4 The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness or who fails meet the Company's credit requirements as established from time to time.

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SECTION 2 - RULES AND REGULATIONS

2.16 PAYMENT, BILLING AND COLLECTION OF CHARGES FOR SERVICE

- 2.16.1 The Customer is responsible for the payment of all charges for services, facilities and equipment furnished by the Company to the Customer and to all users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- 2.16.2 The Customer shall pay monthly in advance or on demand all charges for service and equipment.
- 2.16.3 Adjustments to Customer bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where any undercharge in billing of the Customer is the result of a Company mistake, the Company may not backbill in excess of twelve months. Where overbilling of a Customer occurs, due either to Company or Customer error, no liability exists which will require the Company to pay any interest, dividend or other compensation to the amount overbilled. The Company will make no refund of overpayments by a Customer unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment. In calculating refunds, any applicable discounts will be adjusted based on the total monthly usage after all credits or adjustments have been made.
- 2.16.4 A late payment charge of 1.5% will be applied to each Customer's bill when the previous month's bill has not been paid in full by the bill due date. The 1.5% charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill. County and municipal governments will be assessed a 1% Late Payment Charge in accordance with the provisions of the Florida Prompt Payment Act, Paragraph 218.70-218.79, Florida Statutes.

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**SECTION 2 - RULES AND REGULATIONS**

**2.16. PAYMENT, BILLING AND COLLECTION OF CHARGES FOR SERVICE (CONT'D)**

2.16.5 Bills for service will not be considered delinquent prior to the expiration of fifteen days from the date of mailing or delivery by the Company. However, the Company may demand immediate payment under the following circumstances:

- A. Where service is terminated or discontinued.
- B. Where usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving service for less than four months, where usage is twice the estimated usage; or
- C. Where the Company believes that a business Customer is about to go out of business or that bankruptcy is imminent.

**2.17. RETURN CHECK CHARGES**

When a check (or other financial instrument) which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Return Check Charge of \$20.00 or five percent of the face value of the check (or other financial instrument), whichever is greater. This charge will be in addition to any charges assessed by any bank.

**2.18. TAXES, SURCHARGES AND OTHER RELATED COSTS**

2.18.1 The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes, permit fees, and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and surcharges may be separately designated on the Company's invoices, and are not included in listed rates.

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SECTION 2 - RULES AND REGULATIONS

2.18 TAXES, SURCHARGES AND OTHER RELATED COSTS

- 2.18.2 When the Company by virtue of its compliance with a municipal or county ordinance incurs costs that would not otherwise normally be incurred, all such costs may be billed, insofar as practical, pro rata, per exchange access line, to those Customers receiving exchange service within the municipality or county as part of the price for exchange service.

Charges for permits, licenses or fees required by governing authorities for installing any telephone wire in a building will be billed by the Company to the requesting party.

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SECTION 2 - RULES AND REGULATIONS

2.19 SECURITY DEPOSITS, OUTSTANDING BILLS AND PREPAYMENTS

2.19.1 Advanced Payments

The Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advanced payment will not exceed an amount equal to the applicable service connection, installation and nonrecurring charge(s) plus one month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for special construction and recurring charges, if any.

The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.19.2 Deposits

A. General

A cash deposit may be required of an applicant, if satisfactory credit is not established, in an amount not to exceed the charges for one month's service plus the Company's estimate of two month's usage. An additional amount of deposit for a reasonable amount may be required where the Company provides terminal equipment, or where the Company provides a special arrangement having termination liability, carrying a requirement that the Customer continue to subscribe to the equipment or arrangement for more than one month, or requires that the Customer pay an amount greater than one month's billing upon disconnection in whole or in part.

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**SECTION 2 - RULES AND REGULATIONS****2.19 SECURITY DEPOSITS, OUTSTANDING BILLS AND PREPAYMENTS (CONT'D)****2.19.2 Deposits****B. New Or Additional Deposits For Existing Customers**

The Company may require, upon reasonable written notice of not less than 15 days, new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Provided, however, that the total amount of required deposit should not exceed twice the average monthly usage plus one month's service charge for the 90 day period immediately prior to the date of notice. In the event that the Customer has had service for less than 90 days, then the Company shall base its new or additional deposit upon the actual average monthly billing available. When the Company has good reason to believe that payment by a Customer is in jeopardy and the usage is significantly above normal for that Customer, the Company may request a new or additional deposit. If the deposit requested is not paid within 48 hours, the Company may discontinue service.

Should the Company determine that credit information given by a Customer is false or materially incorrect, the Company may immediately require the Customer to pay a new or additional deposit equal to the deposit which would have been charged at the time of the request for service had the correct credit information been given by the Customer.

**C. Refund of Deposits**

When the provision of service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance that may remain will be refunded. The Customer will receive interest in accordance with applicable Florida law.

**D. Responsibility For Payment**

The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations as advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due for service rendered.

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**SECTION 2 - RULES AND REGULATIONS**

**2.20 DISPUTED BILLS**

**2.20.1 General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company promptly.

**2.20.2 Late Payment Charge**

- A. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount.
- B. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- C. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay a late payment charge.

**2.20.3 Adjustments or Refunds to the Customer**

- A. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will adjust the Customer's account to remove the disputed amount in the billing period following the resolution of the dispute.
- B. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the undisputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

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SECTION 2 - RULES AND REGULATIONS

2.20 DISPUTED BILLS (CONT'D)

2.20.3 Adjustments or Refunds to the Customer (cont'd)

- C. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but has canceled the service, the Company will issue a refund of any overpayment by the Customer.
- D. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

2.20.4 Unresolved Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer may take the following course of action:

- A. First, the Customer may request that the Company review of the disputed amount.
- B. Second, if, after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600

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**SECTION 2 - RULES AND REGULATIONS****2.21 DISCONTINUATION OF SERVICE**

The Company may without notice, or with notice and allowing a reasonable time for the Customer to remedy any deficiency, either suspend service, or terminate the Customer's contract without suspension of service or, following suspension of service, disconnect the service and remove any of its equipment from the Customer's premise upon:

**2.21.1 Without Notice**

- A. Abandonment of service.
- B. Use of service in such a way as to impair or interfere with the service of other Customer; such improper use includes, but is not limited to, the use of telephone service by a Customer or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such Customer at or about the same time which may result in preventing, obstructing or delaying the telephone service of others.
- C. Abuse or fraudulent use of service. Abuse or fraudulent use includes:
  - 1. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable to the service.
  - 2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
  - 3. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.
- D. Violation of any of the regulations contained in this Tariff on the part of the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.21 DISCONTINUATION OF SERVICE (CONT'D)

2.21.2 With Notice

- A. Failure of the Customer to make suitable deposit as required by this Tariff.
- B. Impersonation of another with fraudulent intent.
- C. Nonpayment of any sum due for exchange, long distance or other service.
- D. Use of service or facilities for calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another.
- E. Any other violation of the Company's rules and regulations applying to Customer's contracts or to the furnishing of service.
- F. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

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SECTION 2 - RULES AND REGULATIONS

2.22 RESTORATION OF SERVICE.

1. After service has been shut off, Company will restore service promptly when the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made.
2. Payments required for service restoration may be made by the Customer in any reasonable manner. Payment by personal check may be refused by the Company if the Customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.
3. Before restoring service, the Company may require 1 or more of the following:
  - A. Payment of the total amount due on all of the Customer's delinquent and shutoff accounts owed to the Company.
  - B. An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for service.
  - C. Payment of an amount provided by the Company's Tariff for service restoration.
  - D. A security deposit in accordance with the Company's Tariffs and the Florida Code of Regulations.
  - E. The restoration of service charge shall be 100% of the current nonrecurring charge(s) for the suspended service.

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**SECTION 2 - RULES AND REGULATIONS****2.23 CANCELLATION OF APPLICATION FOR SERVICE, RESCHEDULE OF APPLICATION FOR SERVICE**

- 2.23.1 Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.23.2 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, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- 2.23.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.23.4 The special charges described in Section 2.23.1 through Section 2.23.3, above, will be calculated and applied on a case-by-case basis.
- 2.23.5 Where a Customer reschedules the effective date of service less than 48 hours prior to the originally requested service date, the Customer may be charged a rescheduling charge equal to a maximum of 25% of the non-recurring charges per arrangement, per reschedule.

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SECTION 2 - RULES AND REGULATIONS

2.24 CHANGES IN SERVICE REQUESTED

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

2.25 CANCELLATION OF SERVICE PRIOR TO COMPLETION OF TERM, TERMINATION LIABILITY

2.25.1 Service may be terminated at any time upon reasonable notice from the Customer to the Company. Upon such termination the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period (or of any renewal or extension thereof) or applicable termination charges, or both.

2.25.2 If the Company, due to Customer's violation of its regulations or Customer's improper, unlawful, or interfering use of service, terminates service prior to the completion of an initial service period (or of any renewal or extension thereof), Customer shall be responsible for the payment of all charges due, including all charges due for the period service has been rendered plus any unexpired portion of an initial service period (or of any renewal or extension thereof) or applicable termination charges, or both.

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

- A. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company because of the actions of the Customer, plus
- C. all Recurring Charges specified in applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of the cancellation

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**SECTION 2 - RULES AND REGULATIONS**

**2.26 SERVICE INTERRUPTIONS**

2.26.1 When the use of service or facilities furnished by the Company becomes unavailable, a pro rata adjustment of the fixed monthly charges involved will be allowed for the services and facilities rendered useless and inoperative by reason of the service outage during the time the outage continues in excess of twenty-four hours from the time it is reported to the Company, except as otherwise specified in this Tariff.

**2.26.2 Limitations On Service Interruption Allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer.
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company.
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.
- E. If a Customer continues to voluntarily make use of such service.
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.

**2.26.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2 - RULES AND REGULATIONS

2.26 SERVICE INTERRUPTIONS (CONT'D)

2.26.4 Application of Credits for Interruptions In Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified in the Company's Tariffs and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
  
- B. For calculating credit allowances, every month is considered to have 30 days.

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**SECTION 2 - RULES AND REGULATIONS**

**2.27 CLASSIFICATION OF CUSTOMERS**

2.27.1 The determination as to whether service should be classified as Business or Residence is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, service is classified as residence service if installed in a residence.

2.27.2 Business rates apply at the following locations, among others:

- A. Offices, stores, factories, mines and all other places of a strictly business nature
- B. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions. For the purpose of this Tariff, a boarding house is defined as a structure where rooms are rented or boarders taken.

2.27.3 Residence rates apply at the following locations, among others:

- A. Private residences or services not employing business listings
- B. Customers residing in private apartments in hotels, clubs, hospitals, and boarding houses who request their own individual residential service when business listings are not employed
- C. College fraternity houses where members of the fraternity reside in the same house.

2.27.4 Services provided under a Residential classification are provide solely for the use of the Customer and members of the Customer's family or household, except for occasional use of such services by visitors and house-guests. Residential Customers may not resell such service to a third party for any form of compensation.

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SECTION 2 - RULES AND REGULATIONS

2.28 NOTICES AND COMMUNICATIONS

- 2.28.1 The Customer shall designate on the Service Order a U.S. address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate U.S. address to which the Company's bills for service shall be mailed.
- 2.28.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.28.3 Except as otherwise stated in this Tariff, all notices or other communications required to be given pursuant to the Tariffs of the Company will be in writing. Notices and communications of either party, except as otherwise provided at Section 2.18 and elsewhere in the Tariffs of the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee whichever occurs first.
- 2.28.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2 - RULES AND REGULATIONS****2.29 SERVICE QUALITY**

The Company will offer the services described herein in a manner that equals or exceeds accepted industry performance standards for network quality, planning, maintenance, and testing unless the Customer and Company mutually agree otherwise. Performance standards may be specified in individual service descriptions which shall govern the services provided.

**2.30 PROTECTION OF PROPRIETARY INFORMATION**

2.30.1 The Company and the Customer shall protect the proprietary information of one another under the following terms:

2.30.2 Proprietary information includes, but is not limited to, specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation of the Company or the Customer that is furnished or available or otherwise disclosed to the other party in the course of providing services of the Company to the Customer.

2.30.3 Proprietary information shall be returned to the disclosing party upon request. Unless proprietary information was previously known to the receiving party free of any obligation to keep it confidential or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed to in writing not regarded as confidential, it: (a) shall be held in confidence by the receiving party and its employees, contractors and agents; (b) shall be disclosed only to those employees, contractors, agents, or affiliates who have a need for it in connection with the provision of the Company's service to the Customer and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be agreed upon in writing by the Customer and the Company. If information marked proprietary and given to the receiving party was previously known to the receiving party and if the receiving party had no obligation to keep such information confidential, the receiving party shall immediately notify the disclosing party of such prior knowledge. Neither the Company nor the Customer shall disclose, disseminate or release any proprietary information to any one who is not an employee, contractor, agent or affiliate having a need for it in connection with the provision of service by the Company to the Customer. The receiving party shall require any person not its employee or affiliate to whom it discloses proprietary information to sign an agreement to protect that proprietary information to the same extent the receiving party is obliged to protect that information under this section prior to disclosing any proprietary information.

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SECTION 2 - RULES AND REGULATIONS

2.30 PROTECTION OF PROPRIETARY INFORMATION (CONT'D)

- 2.30.4 Neither the Customer nor the Company shall be held liable for any errors or omissions in any proprietary information or for any loss or damage arising out of the other party's use of any such proprietary information.
- 2.30.5 The Company and the Customer shall give notice to the other party of any demands to disclose or provide proprietary information under lawful process prior to disclosing or furnishing such proprietary information and shall cooperate in seeking reasonable protective arrangements requested by the other party. Either party may disclose or provide information of the other party requested by a governmental agency having jurisdiction over the party, provided that the party makes all reasonable efforts to obtain protective arrangements satisfactory to the party owning the proprietary information; and provided that the party owning the proprietary information may not unreasonably withhold approval of protective arrangements.
- 2.30.6 Unless otherwise authorized by the disclosing party, no rights whatsoever are granted, by license or otherwise, with respect to proprietary information except as needed for the purposes of implementation of services contemplated in this Tariff.
- 2.30.7 In the event that Customer or the Company disseminates or releases any proprietary information received from the other party in violation of this section, the other party may refuse to provide any further proprietary information and may demand prompt return of all proprietary information previously provided. Such refusal to provide any further proprietary information shall not constitute a violation of this Tariff.
- 2.30.8 Obligations concerning protection of proprietary information as described in this section exceed the term of service under this Tariff for three years.

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SECTION 2 - RULES AND REGULATIONS

2.31 INTEREXCHANGE RESELLERS

Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the FPSC. This applies to all services offered by CLD as described in this tariff.

2.32 INTEREXCHANGE CASUAL CALLING

Customers billed by a local exchange company on behalf of the Company are responsible for any late payment charges and policies that the local exchange company may employ in its billing process.

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 RATES BASED ON DURATION OF USE**

**3.1.1 Commencement of Charges**

The Customer's interexchange charge is based on actual usage of the network. Timing for all calls begins when the called party answers the call (i.e., when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time for all calls ends when one of the parties disconnects from the call. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

**3.1.2 Billing Increments**

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is one minute for a connected call. Calls beyond one minute are billed in one-minute increments.

**3.1.3 Per Call Billing Charges**

Billing will be rounded up to the nearest one cent for each call.

**3.1.4 Uncompleted Calls**

There shall be no charges for uncompleted calls.

**3.1.5 Minimum Call Completion Rate**

The minimum call completion rate will be less than ten percent blocking.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.2 RATES BASED UPON DISTANCE**

Where charges for a service are specified based upon distance, the following rules apply:

- 3.2.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- 3.2.2 The airline distance between any two Rate Centers is determined as follows:
- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA Tariff.
  - B. Compute the difference between the "V" coordinates of the two rate centers, and the difference between the two "H" coordinates.  
Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
  - C. Square each difference obtained in step (b) above.
  - D. Add the square of the "V" difference and the square of the difference obtained in step (c) above.
  - E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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SECTION 3 - DESCRIPTION OF SERVICE

3.3 INTRASTATE INTERLATA CALLING SERVICE

3.3.1 Intrastate InterLATA Calling Service is furnished for telephone communications between points in different LATAs in Florida.

3.3.2 The Company provides Customers with intrastate interexchange carrier service through any or all of the following methods: (1) presubscription of the Customer to the CIC of the Company or the CIC of an underlying carrier, (2) connection to the Company or underlying carrier via private lines (private line charges apply).

3.3.3 The Company offers the following types of intrastate interLATA calling service:

A. Intrastate InterLATA Calling Option One

A service offering residential and business customers a peak and off-peak per minute rate for intrastate interLATA calling.

B. Intrastate InterLATA Calling Option Two

A service offering residential and business customers an all-day per minute rate for intrastate interLATA calling.

C. Intrastate InterLATA Calling Option Three

A service offering higher volume residential and business customers who meet a specific volume threshold an all-day per minute rate for intrastate interLATA calling.

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SECTION 3 - DESCRIPTION OF SERVICE

3.3A INTRASTATE INTERLATA CALLING CARD SERVICE

- 3.3A.1 The Company's Intrastate InterLATA Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company-designated 800 access number (800/888-NXX-XXX), plus the Customer's/User's Calling Card authorization number and the called telephone number. The Company's Calling Card may also be used to place operator-assisted and directory assistance calls, subject to the application of additional charges.

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SECTION 3 - DESCRIPTION OF SERVICE

3.4 INTEREXCHANGE OPERATOR SERVICES

3.4.1 Interexchange Operator Services are provided to Customers of the intrastate interLATA Services. Interexchange Operator Services may be completed billed with the live or mechanical assistance by the Company's operator center. Interexchange Operator Services may be provided by a third-party under contract with the Company.

3.4.2 A surcharge will apply when the Customer has the ability to complete the dialed digits of their call, but elects to dial the appropriate operator codes (e.g., "0," "00," "10,XXX+0")

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SECTION 3 - DESCRIPTION OF SERVICE

3.5 INTEREXCHANGE BUSY LINE AND VERIFICATION SERVICE

- 3.5.1 Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

Busy Verification and Interrupt Service is furnished where and to the extent facilities permit.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.6 INTEREXCHANGE DIRECTORY ASSISTANCE**

- 3.6.1 Interexchange Directory Assistance Service provides the calling party with telephone numbers available from the Company's Directory Assistance records, with information that a Customer has requested that the Customer's number not be provided, or that the requested party has no telephone listing. Interexchange Directory Assistance Service may be provided by a third-party under contract with the Company and the rates and regulations governing the service are subject to changes instituted by the service provider.
- 3.6.2 With respect to Interexchange Directory Assistance, the Directory Assistance operator will provide telephone numbers or other information as described above for a maximum of one number requests per call.
- 3.6.3 Residential Customers who have applied for and received Company certification as being unable to use a telephone directory due to a visual or physical disability which can be confirmed by a physician, appropriate group, or agency may be exempt from certain charges for Directory Assistance. Written confirmation must be provided to the Company for this exemption to apply. Application procedures may be obtained by calling the Company's local business office. This exemption is applicable exclusively to calls made by the individual from their line, or in the case of a business employing disabled person(s), from the line assigned to that individual(s). Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of the exemption could result in its removal.

The total number of uncharged Local and Interexchange Directory Assistance calls may not exceed fifty.

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## SECTION 4 - RATES

4.1 INTRASTATE INTERLATA CALLING SERVICE4.1.1 Intrastate InterLATA Calling Option OneA. Monthly Recurring Charges

The following charge will be applied once each month to a Customer taking the Company's Intrastate InterLATA Calling Option One

MRC

Service Fee	\$2.99
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B. Usage Charges

RATE PERIOD	INITIAL MINUTE	ADDITIONAL MINUTE
Peak	\$0.22	\$0.22
Off-Peak	\$0.10	\$0.10

4.1.2 Intrastate InterLATA Calling Option TwoA. Monthly Recurring Charges

No monthly recurring service fees presently apply to this rate option

B. Usage Charges

RATE PERIOD	INITIAL MINUTE	ADDITIONAL MINUTE
Peak	\$0.14	\$0.14
Off-Peak	\$0.14	\$0.14

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## SECTION 4 - RATES

4.1 INTRASTATE INTERLATA CALLING SERVICE (CONT'D)4.1.3 Intrastate InterLATA Calling Option TwoA. Monthly Recurring Charges

No monthly recurring service fees presently apply to this rate option.

B. Usage Charges

RATE PERIOD	INITIAL MINUTE	ADDITIONAL MINUTE
Peak	\$0.12	\$0.12
Off-Peak	\$0.12	\$0.12

C. Additional Conditions

This rate option applies only to a Customer who commits to billing \$500 or more with the Company in interLATA calling services each month. If a Customer fails to bill \$500 with the Company in interLATA services in any given month, then the rates under the Company's Intrastate InterLATA Calling Option Two shall apply to all interLATA calls for the relevant month(s).

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SECTION 4 - RATES

4.1 INTRASTATE INTERLATA CALLING SERVICE (CONT'D)

4.1.4 Application of Charges

- A. The rates set forth in Subsection 4.1.1 - 4.1.3 apply to all direct dial calls. For operator-assisted intrastate interLATA calls, the operator charges apply which may be set forth in the tariffs of the Customer's operator service provider.
- B. Calls are timed in one-minute increments and billed by rounding to the next whole minute.

4.1.5 Time of Day Designations

Peak: 7AM - 7PM Mon. - Fri.  
Off-Peak: All other times and Holidays

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## SECTION 4 - RATES

4.1A INTRASTATE INTERLATA CALLING CARD SERVICE4.1A.1 Monthly Recurring Charges

No monthly recurring service fees presently apply to this rate option.

4.1A.2 Usage Charges

RATE PERIOD	INITIAL MINUTE	ADDITIONAL MINUTE
Peak	\$0.25	\$0.25
Off-Peak	\$0.25	\$0.25

4.1A.3 Directory Assistance Charge

The Company's Card can be used to place calls for Directory Assistance. A flat charge will apply on a per call basis.

Intrastate InterLATA Calling Card Directory Assistance                      \$0.75 per call

4.1A.4 Application of Charges

The foregoing rates are billed on a per minute basis.

4.1A.4 Time of Day Designations

Peak                      7AM - 7PM Mon. - Fri.  
Off-Peak:                All other times and Holidays

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**SECTION 4 - RATES****4.2 INTEREXCHANGE OPERATOR SERVICES****4.2.1 Rate Application**

An Operator Assistance surcharge will apply to all operator assisted calls where the Company's operator services are utilized in connection with the services set forth in this Tariff.

**4.2.2 Rates**

	<u>Recurring Charge</u>
Station-to-Station	\$1.00
Station-to-Station Collect	\$1.50
Person-to-Person	\$3.50
Person-to-Person Collect	\$3.50
Third Party Billed	\$1.50
Operator Dialed - Station	\$1.50
Operator Dialed - Person	\$3.50
All Other Operator Assistance	\$3.50

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**SECTION 4 - RATES**
**4.3 INTEREXCHANGE BUSY LINE AND VERIFICATION SERVICE****4.3.1 Rate Application**

- A. A Verification Charge will apply when:
1. The Company's operator verifies that the line is busy with a call in progress; or
  2. The Company's operator verifies that the line is available for incoming calls.
- B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- C. Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.
- D. If the number verified is not in use, or as a result of interrupt the line is cleared and, at the calling party's request, the operator completes the call, the charges for Operator Assisted Calls as defined in Section 3-4 of this Tariff apply in addition to the verification and interrupt charges.

**4.3.2 Rates**

	<u>Recurring Charge</u>
Verification Charge, each request	\$2.00
Interrupt Charge, each request	\$2.00
Verification and Interrupt Charge, each request	\$4.00

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SECTION 4 - RATES4.4 INTEREXCHANGE DIRECTORY ASSISTANCE

Interexchange Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

<u>Rate Element</u>	<u>Unit</u>	<u>Recurring Charge</u>
InterLATA DA	Per Call	\$0.75

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SECTION 4 - RATES

4.5 SALES PROMOTIONS

4.5.1 The Company will, from time to time, offer special promotions to its Customers waiving certain charges.

4.6 SPECIAL RATES FOR THE HANDICAPPED

4.6.1 Directory Assistance

As discussed in Subsection 3.6.3, there shall be no charge for up to fifty calls per billing cycle for lines or trunks serving residential Customers with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty within a billing cycle.

4.6.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for residential TDD Customers shall be off-peak rates for peak and off-peak calling.

4.6.3 Telecommunications Relay Service

For interexchange calls received from a relay service, the Company, with respect to residential Customers, will discount such calls by fifty percent off the otherwise applicable rate for voice nonrelay calls except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge. In the case of a residential service which includes either a discount based on number of minutes or the purchase of minutes in blocks, the discount shall be calculated by discounting the minutes of relay use before the tariffed rate is applied.

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SECTION 4 - RATES

4.7 TRIAL SERVICE OFFERING (TSO)

4.7.1 General

- A. In the normal course of business, the Company, at its discretion, may elect to offer certain services to Customer on a "trial basis."
- B. In order to conduct such "trials," the Company will file with the Commission, or at least the minimum notice required by the Commission relative to such service, a Trial Service Offering (TSO) Supplement.
- C. The TSO Supplement will contain a brief description of the trial service(s) features, special agreements, applicable rates and regulations. In addition, the Supplement will include specific information as to the availability and estimated duration of the Trial Service Offering.
- D. The filing of a TSO Supplement does not obligate the Company to continue the trial service beyond the stated trial period or to offer said services as a general Tariffed offering in the future.
- E. Services provided hereunder are subject to all other applicable provisions in the Tariffs of the Company lawfully on file with the Commission. However, the TSO rates and charges will supersede applicable general Tariff rates and charges for the duration of the trial period.

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SECTION 4 - RATES

4.8 OTHER RATES

4.8.1 Late Payment Charge

Please refer to Subsection 2.16.4 of this Tariff.

4.8.2 Return Check Charge

Please refer to Subsection 2.17 of this Tariff.

4.8.3 Restoration of Service Charge

Please refer to Subsection 2.22 of this Tariff.

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**SECTION 5 - SPECIAL SERVICE ARRANGEMENTS**

**5.1. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, the charges may be determined by the Company on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. Unless otherwise specified, the regulations for ICB arrangements are in addition to the applicable regulations specified in this Tariff.

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**SECTION 5 - SPECIAL SERVICE ARRANGEMENTS****5.2 SPECIAL CONSTRUCTION****5.2.1 General**

Subject to the agreement of the Company and to all of the regulations contained in the Tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under Tariff, or for the provision of service on an expedited basis or in some other manner different from the normal Tariff conditions. Special construction is that construction undertaken:

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

**5.2.2 Basis for Charges**

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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SECTION 5 - SPECIAL SERVICE ARRANGEMENTS

5.2 SPECIAL CONSTRUCTION

5.2.3 Basis for Cost Computation

The costs referred to in 5.2.2 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation,
  - 4. rights of way, and
  - 5. any other item chargeable to the capital account.
  
- B. annual charges including the following:
  - 1. cost of maintenance;
  - 2. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
  - 3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  - 4. any other identifiable costs related to the facilities provided, and
  - 5. an amount for return and contingencies.

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SECTION 5 - SPECIAL SERVICE ARRANGEMENTS

5.2 SPECIAL CONSTRUCTION

5.2.4 Termination Liability for Specially Constructed Facilities

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under Subsection 5.2.3, preceding, adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in Subsection 5.2.3 shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

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