

LOCAL INTERCONNECTION SERVICE AGREEMENT

This Local Interconnection Service Agreement ("Agreement") made as of May 15, 2008 (the "Effective Date") between Comcast Phone, LLC and Comcast Phone II, LLC, on behalf of its telephone operating subsidiaries ("Comcast") and Comcast IP Phone, LLC, on behalf of itself and its affiliates listed in Exhibit A ("Customer"). This Agreement provides the general terms and conditions applicable to Customer's purchase of Local Interconnection Service ("Service" or "LIS") from Comcast, which Service Customer shall, in turn use to provide interconnected voice over Internet protocol ("VoIP") services to its Subscribers, as set forth below.

Where applicable, all Services and this Agreement are offered pursuant to Comcast tariff, price list, or other statement of generally available terms and conditions (collectively, "Tariff"). In the event of a conflict between the terms of this Agreement and the applicable Tariff, the Tariff controls.

ARTICLE 1. **LOCAL INTERCONNECTION SERVICE**

1.1 Definitions.

Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

"911 Services" means functionality that allows end users to contact emergency services. 911 Services includes Enhanced 911 Service, which has the ability to route an emergency call to the Public Safety Answering Point ("PSAP) assigned to the primary Subscriber address and (subject to Customer's obligations herein) provide the Subscriber's address and DID/DOD and location information.

"Average Number of Subscribers" means the sum of the total number of Subscribers per day during each day of the applicable month divided by the number of days in such month (or pro-rata for any partial month).

"Complex LNP Request" means an LNP request involving the porting of one or more DID/DOD's (per billing number and service address) that have any of the following features or requirements: PRI or T1 DID/DOD porting; Centrex features; or hunt groups (i.e., a series of lines configured so that if one line is busy, another is hunted until a free line is found).

"Customer VoIP Application" means the interconnected VoIP service provided by Customer to Subscribers.

"DID/DOD" means a telephone number assigned by Comcast to Customer for use by a Subscriber.

"Directory Listings" mean the listing of a Subscriber's telephone number in the ILEC directory for a Market.

"Effective Date" means the date set forth in the preamble to this Agreement.

"ILEC" means incumbent local exchange carrier.

"International" means anywhere outside of the locations included in the definition of "U.S. Domestic",

"IP" means Internet Protocol.

"LCA" means a geographical local calling area (determined by the applicable ILEC) containing one or more Rate Centers.

"LNP" means local number portability.

"LNP Project" means an LNP request involving the porting of more than 50 DID/DOD's per service address and billing number.

"Market" means a geographic area (as defined by Comcast) in which Comcast offers LIS.

"Operator and Directory Assistance" means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information.

"PSTN" means the public switched telephone network.

"Rate Center" means a geographic area (determined by the applicable ILEC) within a LCA or Market that is associated with one or more specific NPA/NXX codes.

"Subscriber" means an individual, end-user or telephone device assigned a DID/DOD.

"U.S. Domestic" means the 50 United States plus Puerto Rico, U.S. Virgin Islands, Guam, Saipan/N. Mariana Islands and American Samoa.

"VoIP" means voice over IP.

1.2. Service Description.

(A) LIS provides a connection between a Customer's facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the network-based call signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.

(B) The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol.

(C) LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.

(D) LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS.

(E) LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

1.3. Customer Orders and Forecasts.

(A) **Subscriber Orders.** Customer may submit Customer Order(s) to activate a Market(s) and request anticipated DID/DOD's in Rate Centers within such Markets, (each a "Market Order"). After doing so, Customer may submit Customer Orders to activate Subscribers for use of LIS Service within Rate Centers in a Market ("Subscriber Order"). A Subscriber Order will be accepted by Comcast through activation of the Subscriber with an assigned DID/DOD. If DID/DOD's are reserved for Customer following a Market Order, Comcast may, upon electronic mail notification to Customer, reclaim up to 75% of the DID/DOD's reserved for Customer (by Rate Center) if Customer has not ordered LIS Service for Subscribers utilizing such DID/DOD's within 270 days from the date of the Market Order.

(B) **Forecasts.** To assist in the delivery of LIS, Customer will provide Comcast with a non-binding forecast setting forth Customer's estimated usage and DID/DOD quantities for Service by Market or LCA and anticipated LNP requests, which shall be updated on a calendar quarter basis thereafter.

1.4. Charges.

(A) The billing plans for LIS Services and the charges associated therewith are stated in Exhibit B. Regulatory taxes and fees payable by Customer pursuant to the Agreement may be designated as cost recovery fees on invoices provided by Comcast. The cancellation and termination charges stated in Section 3.7, and Customer's Revenue Commitment obligation (if any), are in addition to any cancellation charges stated elsewhere in the Agreement. All charges associated with Subscribers and/or DID/DODs apply whether a Subscriber is using a DID/DOD provided by Comcast or ported to Comcast.

(B) Customer acknowledges that Comcast may unilaterally modify the terms of its Tariff from time to time, which changes shall be immediately binding upon Customer (subject to Customer's right to terminate without penalty to the extent that any Tariff revisions materially impact Customer's ability to continue providing its VoIP service to Subscribers).

1.5. Customer Responsibilities.

(A) Customer shall, at its sole cost, be responsible: (i) for providing all equipment, software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer VoIP Application and the Customer network to operate with the LIS; (ii) to obtain and provide to Comcast, prior to installation of the particular LIS Service, all IP address(es) necessary to provide Service, the Customer VoIP Application and any required hardware/software; (iii) for all Subscriber Tier 1 support, and (iv) all Class 5-equivalent features provided to Subscribers (such as dial tone, call waiting, call forwarding and other similar functionality).

(B) Customer shall input, validate and maintain accurate Subscriber information, through a Comcast provided electronic interface so that Comcast can provide such Customer-provided information to applicable national databases, including, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). In doing so, Customer shall deliver to Comcast valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG"). In the event Comcast cannot validate an address through MSAG, Customer shall, upon notification of the same, immediately deliver a corrected address to Comcast that can be validated against MSAG. Customer shall advise Subscribers of their responsibility and obligation to provide valid address information that can be verified against MSAG. Customer shall indemnify and hold harmless Comcast against any and all claims and expenses resulting from the failure of Customer, its Subscribers and sub-contractors, to provide the information required by this Section.

(C) The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of

the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.

(D) Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

(E) Comcast and Customer will conduct interoperability testing prior to Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to Comcast's approval. Comcast may terminate without liability LIS where proper interoperability testing has not been completed or if interoperability testing has been determined by Comcast to be insufficient.

1.6. Emergency 911 Service.

(A) Comcast and Customer agree that Comcast will offer 911 Services as part of the LIS Service, subject to the limitations stated herein. Customer shall ensure that DID/DOD's are assigned to Subscribers whose primary address is within the Rate Center associated with such DID/DOD's and shall ensure that Subscribers do not use LIS Service from a location different from the Subscriber's primary address. Customer understands and agrees that 911 Services may not function, or may not function properly in the following circumstances: (i) if a DID/DOD is assigned to a Subscriber located outside of the Rate Center associated with such DID/DOD; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to Comcast by Customer; (iii) during any disruption of power at the Subscriber location; (iv) during any disruption of broadband connectivity to the Subscriber location; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber in connection with LIS Service fails to function or is improperly installed or configured. 911 Services will not function until correct and valid address information has been input into the appropriate database(s), which may occur shortly after initial Service activation.

(B) Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services as set forth in the preceding paragraph; and (ii) a release in favor of Customer and all of its underlying suppliers (including Comcast and its affiliates) relating to claims arising out of the failure of 911 Services to function properly for any reason, including, without limitation, the reasons set forth above.

(C) In the event that 911 Service limitations or requirements different than those stated herein are, in Comcast's reasonable opinion, necessary or advisable based on Comcast's interpretation of currently evolving 911 Service laws, rules and regulations, Customer agrees to negotiate modifications to this Section as requested by Comcast, and if agreement respecting the same cannot be reached, Comcast may terminate the LIS and this Agreement without liability.

1.7. Local Number Portability.

(A) Porting In. Upon submission of a Subscriber Order, Customer may (in accordance with Comcast's standard operating procedures) port a geographically relevant telephone number to Comcast ("Port-In") for use with LIS Service. Customer represents and warrants that it has all necessary rights and authority

necessary for any Port-In, will provide copies of letters of authority or access to third-party verification authorizing the same upon request and shall indemnify, defend and hold harmless Comcast and its Affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). Comcast will not support the assignment of non-geographically based telephone numbers and nomadic usage of the LIS Service.

(B) Porting Out. Comcast may receive requests to port a telephone number currently assigned to a Subscriber to a third party provider ("Port-Out"). Prior notice of Port-Outs will not be provided; Comcast will provide a report of subsequent Port-Outs. Comcast will support valid Port Out requests in accordance with Comcast's standard operating procedures.

ARTICLE 2. **ORDERS FOR AND DELIVERY OF SERVICE**

2.1 Submission and Acceptance of Customer Order(s)

Customer may submit requests for Service as provided by Section 1.3.

2.2 Credit Approval and Deposits

Customer will provide Comcast with credit information as requested. Comcast may require Customer to make a deposit as a condition of Comcast's acceptance of any Customer Order or continuation of: a) any usage-based Service; or b) any non-usage based Service where Customer fails to timely make any payment due hereunder or Comcast reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed 6 months' estimated charges for Service and will be due upon Comcast's written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

2.3 Scheduled Maintenance

Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption, Comcast will (i) provide Customer reasonable prior notice, (ii) work with Customer to try to minimize Service interruptions and (iii) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.

ARTICLE 3. **BILLING, PAYMENT AND DISPUTE RESOLUTION**

3.1 Commencement of Billing

Comcast will deliver written or electronic notice (a "Connection Notice") to Customer upon installation of Service. If Customer notifies Comcast within 3 days after delivery of the Connection Notice that Service is not functioning properly, Comcast will correct any deficiencies and deliver a new Connection Notice to Customer. The date of delivery of an undisputed Connection Notice is the "Service Commencement Date." Charges shall be invoiced and commence on the Service Commencement Date, regardless of whether Customer is prepared to accept delivery of Service.

3.2 Payment of Invoices and Disputes

Invoices are delivered monthly and due 30 days after the date of invoice. Fixed charges are billed in advance and usage-based charges are billed in arrears. Billing for partial months is prorated. Past due amounts bear interest at a monthly rate that shall not exceed the highest rate allowed by law. Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s)

disputed). Disputes must be submitted in writing within thirty (30) days from the date of the invoice. Comcast will investigate all billing disputes and notify Customer in writing that: (i) a credit will be issued to reverse any amount that Comcast determines was incorrectly billed, or (ii) Comcast has determined that the disputed charge was invoiced correctly. Customer will notify Comcast in writing within ten days following Comcast's notice if it disagrees with Comcast's determination and the parties will make a good faith effort to expeditiously resolve the dispute. If the dispute cannot be resolved expeditiously following Customer's notice, then either party may initiate the dispute resolution procedures set forth in Section 3.4 of this Agreement.

3.3 Discontinuance of Service for Cause

(A) Upon nonpayment of any amounts owing to Comcast, Comcast may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

(B) Upon Customer violation of any of the other material terms or conditions for furnishing service, Comcast may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

(C) Upon condemnation of any material portion of the facilities used by Comcast to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, Comcast, by notice to the Customer, may discontinue or suspend service without incurring any liability.

(D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, Comcast may immediately discontinue or suspend service without incurring any liability.

(E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, Comcast may immediately discontinue service without incurring any liability.

(F) In the event of fraudulent use of Comcast's network or where reasonably necessary to protect Comcast or its network, Comcast may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

(G) Upon Comcast's discontinuance of service to the Customer under this Section, Comcast, in addition to all other remedies that may be available to Comcast at law or in equity or under any other provision of this Agreement or the Tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.

(H) In the event Customer's LIS is discontinued for any reason, it is the Customer's sole responsibility to ensure its affected Subscribers have access to an alternative 911 service.

3.4 Dispute Resolution – Mediation Requirement.

(A) All claims, disputes, and controversies between the parties arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any court action.

(B) The parties shall submit any such dispute to an impartial, neutral mediator selected by mutual consent of the parties. In the event the parties cannot agree on the selection of a mediator, the dispute shall be referred to JAMS for selection of a mediator in accordance with its rules. The parties shall equally bear the cost of mediation fees, subject only to the exception set forth in the next paragraph.

(C) If during the mediation, a party ("offering party") makes a written offer of compromise to another party which is not accepted by said party ("refusing party") and the refusing party fails to obtain a more favorable result through litigation or arbitration, the refusing party shall pay the offering party all costs and expenses, including reasonable attorney fees and the cost of the mediator and court costs, incurred from the time the offer is refused. For purposes of enforcing this subsection, in order to authenticate and admit a copy of such written offer and to establish that such written offer was not accepted by the other party, the parties agree to waive all otherwise applicable rules of evidence precluding the introduction of evidence related to settlement offers.

(D) To the extent that mediation is unsuccessful at resolving a dispute, parties may then seek all available legal remedies.

3.5 Taxes and Fees.

Charges for Service are exclusive of taxes. Except for taxes that Comcast must remit directly based on Comcast's income, Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Service (whether imposed on Comcast or any affiliate of Comcast). Such charges may be shown on invoices as cost recovery fees. Customer may present Comcast a valid exemption certificate and Comcast will give effect thereto prospectively.

3.6 Regulatory and Legal Changes.

If any change in applicable law, regulation, rule or order materially affects delivery or receipt of Service, the parties will negotiate appropriate changes to this Agreement. If the parties are unable to reach agreement within 30 days of a written notice requesting renegotiation, Comcast may pass any increased costs relating to delivery of Service through to Customer.

3.7 Term and Termination Payments.

(A) Term. This Agreement shall commence on the Effective Date and have a Term of three (3) years. This Agreement will expire at the end of the initial Term unless, at least 90 days before expiration, Customer provides notice of its desire to renew, whereafter Comcast may either consent to Customer's request to renew the Agreement as is or subject to modifications that either party may propose. Upon renewal, the Agreement will have an additional 3-year term unless specifically agreed to otherwise by the parties.

(B) Termination. Customer may cancel a Customer Order for Service (or portion thereof) upon written notice to Comcast identifying the affected Customer Order and Service. If Customer cancels any service, Customer shall pay Comcast a cancellation charge equal to the average total monthly recurring charges incurred by Customer prior to cancellation times the number of months remaining under the term of the relevant Customer Order.

ARTICLE 4. DEFAULT

4.1 If (A) Customer fails to make any payment when due and such failure continues for 30 days after written notice from Comcast, or (B) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after written notice from the other party, then the non-defaulting party may: (i) terminate this Agreement and/or any Customer Order, in whole or in part, and/or (ii) subject to Section 3, pursue any remedies it may have at law or in equity.

4.2 Notwithstanding anything in this Agreement to the contrary, Comcast may not take any action provided for in this section as a result of non-payment of a charge subject to a timely billing dispute until such billing dispute has been resolved in accordance with the terms of this Agreement.

ARTICLE 5. GENERAL TERMS

5.1 Force Majeure.

Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, hurricanes, nuclear accidents, floods, volcanic action, other major environmental disturbances, unusually severe weather conditions, or acts or omissions of transportation carriers (a "Force Majeure Event"). In such event, the non-performing party shall, upon giving prompt notice to the other party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such party's obligations related to the performance so interfered with), provided that the cause of the non-performance is not attributable to the gross negligence or willful misconduct of the non-performing party. A party will take commercially reasonable steps to eliminate as soon as practicable the delay in performance caused by any Force Majeure Event.

5.2 Assignment and Resale.

Customer may assign its rights or obligations under this Agreement to any purchaser of Customer or of Customer's assets. Customer may seek the consent to assign this Agreement in other circumstances, which consent will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. Service is offered to Customers for resale to retail subscribers. Customer may not resell the Service to third parties on a wholesale basis.

5.3 Affiliates.

Service may be provided to Customer pursuant to this Agreement by an affiliate of Comcast.

5.4 Indemnification

(A) General Rule. A party ("Indemnifying party") shall indemnify and hold harmless the other party ("Indemnified party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying party, its employees, agents, or contractors in the performance of this Agreement, or the failure of the Indemnifying party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both parties, the parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified party.

(B) Procedures. The Indemnified party shall (1) notify the Indemnifying party promptly in writing of any written claim, lawsuit, or demand by third parties for which the Indemnified party alleges that the Indemnifying party is responsible under this Section and (2) tender the defense of such claim, lawsuit or demand to the Indemnifying party. The Indemnified party shall cooperate in every reasonable way with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying party shall keep the Indemnified party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense. The Indemnifying party shall not be liable under this Section for settlements or

compromises by the Indemnified party of any claim, demand, or lawsuit unless the Indemnifying party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying party in writing and the Indemnifying party has failed to promptly undertake the defense.

5.5 Nondisclosure of Proprietary Information

(A) General Procedures. The parties agree that it may be necessary to exchange confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information ("Confidential Information"). Confidential Information shall include: (1) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (2) information derived by the Recipient from a Disclosing party's usage of the Recipient's network; and (3) all CPNI, regardless of whether such information is marked "confidential," "proprietary" or bearing mark of similar import. Confidential Information is deemed proprietary to the Disclosing party and the Recipient shall protect it as the Recipient would protect its own proprietary information. The Recipient shall not use Confidential Information for any purpose other than to permit it to perform its obligations under this Agreement. For purposes of this Section, the Disclosing party shall mean the owner of the Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.

(B) Information Not Treated As Confidential. Recipient shall have no obligation to safeguard information, whether or not it is Confidential Information under Section 5.5(A): (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing party; (2) after it becomes publicly known or available through no breach of this Agreement by Recipient; (3) after it is rightfully acquired by Recipient free of restrictions by the Disclosing party; or (4) after it is independently developed by personnel of Recipient to whom the Disclosing party's Confidential Information had not been previously disclosed. Notwithstanding the foregoing, a party shall treat all CPNI of the other party as Confidential Information. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, but shall provide advance notice reasonably sufficient to permit the Disclosing party to challenge such disclosure by Recipient, unless Recipient is specifically prohibited by law from providing such advance notice.

(C) Entitlement to Injunction. Each party agrees that Disclosing party would be irreparably injured by a disclosure of Disclosing party's Confidential Information by Recipient or its representatives and that Disclosing party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 5.5. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

5.6 Notices.

All notices shall be in writing and be deemed sufficient and received if delivered in person or, if sent via pre-paid courier, U.S. Postal Service or electronic mail, the sender obtains an acknowledgement of receipt. Notices sent via facsimile will not be considered acceptable notices under this section. Notices shall be sent to the following addresses:

For Comcast:

Comcast Cable Communications, LLC
One Comcast Center
1701 J.F.K. Boulevard
Philadelphia, PA 19103
ATTN: General Counsel

For Customer:

Comcast IP Phone
One Comcast Center
1701 J.F.K. Boulevard
Philadelphia, PA 19103
ATTN: VP and Chief Telephony Counsel

Either party may change its notice address upon notice to the other party. All notices shall be deemed to have been given on (i) the date delivered if delivered personally or e-mail (one business day after delivery if delivered on a weekend or legal holiday), (ii) the business day after dispatch if sent by overnight courier, or (iii) the third business day after posting if sent by U.S. Postal Service (or other applicable postal delivery service).

5.7 Acceptable Use Policy; Data Protection.

Customer's use of Service shall comply with Comcast's Acceptable Use Policy and Privacy Policy, as communicated in writing to Customer from time to time. Comcast may transfer, process and store billing and utilization data and other data necessary for Comcast's operation of its network and for the performance of its obligations under this Agreement to or from the United States. Customer consents that Comcast may (i) transfer, store and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by law. This data will not be disclosed to third parties.

5.8 Marks and Publicity; Non-Disclosure.

Neither party shall have the right to use the other party's or its affiliates' trademarks, service marks or trade names without the prior written consent of the other party. Neither party shall issue any press release or other public statement relating to this Agreement, except as may be required by law or agreed between the parties in writing. Any information or documentation disclosed between the parties during the performance of this Agreement (including this Agreement) shall be subject to the terms and conditions of the applicable non-disclosure agreement then in effect between the parties.

5.9 Right to Audit

Upon reasonable advance notice and at reasonable times, Customer will provide Comcast access to all records and reports with respect to LIS. Such access shall be for the purpose of verifying Customer's line counts and Customer's compliance with this Agreement.

5.10 Insurance

Customer shall maintain during the Term of this Agreement and for a period of two years thereafter the following insurance: Commercial General Liability Insurance, on an occurrence basis, including but not limited to, contractual liability with limits of at least \$1,000,000 combined single limit for each occurrence. The insurance shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. Customer shall name Comcast as an additional insured on the foregoing liability insurance.

5.11 Governing Law; Amendment.

(A) This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania, without regard to its choice of law rules, and the Parties agree that venue shall be in the courts located in Philadelphia, PA.

(B) This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. This Agreement may only be

modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

5.12 Limitation of Liability.

(A) General Rule. Except for the indemnity obligations of Section 5.4, each party's liability to the other for any loss relating to or arising out of such party's performance under this Agreement, including any negligent act or omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement, shall not exceed in total the amount the allegedly liable party has charged or would have charged to the other party for the services or functions that were not performed or were improperly performed, or, if that amount is not readily ascertainable, the amount billed by the allegedly liable party to the other party for all activities under this Agreement in the month prior to the month in which the alleged liability arose.

(B) By way of clarification, without in any way limiting the foregoing, neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Customer Order, unless such damages are attributable to a party's intentional or grossly negligent conduct.

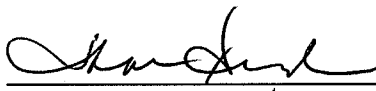
5.13 Relationship of the Parties.

The relationship between Customer and Comcast shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes.


5.14 Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be sufficient to bind the parties to this Agreement.

COMCAST PHONE, LLC, and COMCAST PHONE II, LLC ("Comcast")

By 
Name Sharon Desmond
Title _____

COMCAST IP PHONE, LLC on behalf of itself and its affiliates listed in Exhibit A ("Customer")

By 
Name CATHERINE AGIRIS
Title SVP/GM Voice Services

**EXHIBIT A
LIST OF AFFILIATES**

Comcast IP Phone II, LLC

Comcast IP Phone III, LLC

Comcast IP Phone IV, LLC

Comcast IP Phone V, LLC

Comcast IP Phone VI, LLC

Comcast IP Phone VII, LLC

EXHIBIT B
RATES FOR LOCAL INTERCONNECTION SERVICE

Monthly Recurring Charges:

Monthly Recurring Line Charge

Residential:	\$26.97 per line
Business:	\$37.76 per line

Usage Charges

Rates, terms and conditions for LIS-associated Interstate and International Long Distance are set forth in Service Guides published on Comcast's web site and may be updated from time-to-time without notice.

Other Charges

Charges for additional services are billed at Comcast standard rates, which are available on Comcast's web site and may be updated from time-to-time without notice.