

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

**ATTACHMENT IDENTIFIER: Trunk Services, Version 1.5**

The following additional terms and conditions are applicable to Sales Orders for Comcast's Trunk Services:

**DEFINITIONS**

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

“**Estimated Availability Date**” means the target date for delivery of Service.

“**Interconnection Facilities**” means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by provided by a local exchange company or other communications company).

“**Services**” means Trunk Services.

**ARTICLE 1. SERVICES**

This attachment shall apply to Trunk Services. A further description of these Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

**ARTICLE 2. PROVIDER**

Service shall be provided by Comcast IP Phone, LLC or one of its applicable affiliates or subsidiaries.

**ARTICLE 3. CUSTOM INSTALLATION FEE**

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

**ARTICLE 4. PROVISIONING INTERVAL**

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

**ARTICLE 5. SERVICE COMMENCEMENT DATE**

The Service Commencement Date shall be defined as the date(s) on which Comcast first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates. Comcast shall notify Customer that the Services are available for use on the Service Commencement Date. Any failure or refusal on the part of Customer to be ready to receive the Service on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**ARTICLE 6. TERMINATION CHARGES; PORTABILITY; UPGRADES**

**6.1** The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twenty four (24) months.

## **6.2 Termination Charges.**

**A.** In the event that Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service plus twenty percent (20%).

**B.** In the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

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

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

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

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

## **ARTICLE 7. SERVICE CREDITS**

Service credits are addressed in Attachment A-2 Service Level Agreement.

## **ARTICLE 8: USE POLICY**

**8.1 Additional Use Restrictions.** The Service may only be used at Service Location(s) where Service is installed by Comcast. Customer understands and acknowledges that if Customer attempts to install or use the Comcast Equipment or Service at another location, Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of the Agreement if Customer moves Service to another location without first notifying Comcast. Customer expressly agrees not to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Comcast determines, in its sole discretion, that Customer's use of the Service is excessive or in violation of this Agreement, Comcast reserves the right, among other things, to terminate or modify the Service immediately and without notice.

## **ARTICLE 9: SERVICE LIMITATION**

**9.1 Service Disruption.** Customer acknowledges and understands that the Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power to the MTA, ALA or ALG is interrupted and such equipment does not have a functioning backup. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Services will not function until normal power is restored. Customer also understands that certain online features of the Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

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

**9.3 COUNTRIES NOT SERVED – FRAUD PREVENTION.** In order to prevent international long distance fraud and reduce toll-fraud risks to Voice Service customers, Comcast does not include direct dialing to the following countries for all Voice Services: Comoros Island; Djibouti; Eritrea; Guinea; Guinea Bissau; Guyana; Ivory Coast; Liechtenstein; Maldives; Moldova; Niue Island; Sao Tome; Senegal; Sierra Leone; Somalia; Suriname; Tuvalu; Vanuatu; Yemen; Zimbabwe; Algeria; Morocco; Nauru; Papua New Guinea; Saint Helena; Solomon Islands; and Western Samoa. Customers may still make calls to the foregoing countries by making operator assisted calls, which may be subject to an additional fee.

**ARTICLE 10: LIMITATIONS OF 911/E911**

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

**10.2 Correct Address.** In order for Customer’s 911/E911 calls to be properly directed to emergency services, Comcast must have Customer’s correct Service Location address. If Customer moves the Service to a different Service Location without Comcast’s approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Service (including 911/E911) may fail altogether. Therefore, Customer must contact Comcast at least five (5) days before moving the Service to a new Service Location. All changes in Service Location require Comcast’s prior approval.

**10.3 Service Interruptions.** Customer acknowledges and understands that the Service uses the electrical power in Customer’s Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA, ALA or ALG is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if Customer exceeds its Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

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

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

**10.6 911 Notice for Trunk Services.** Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below.

(a) **Customer action is essential to the protection of its employees and other users of the Services, as described below.** Multi-line telephone systems, such as PBX systems, ordinarily only transmit the same, generic location information for all 911 calls placed from any handset connected to the PBX or other system. For example, in the case of a business with telephone extensions in three buildings and multiple floors in each building, the E911 call taker would only see the same main telephone number and location that the customer has identified, regardless of which station was used to place the call. **If Customer does not take action as described below, fire, police and other emergency responders may be delayed or even prevented from timely reaching its location in response to a 911 call.**

(b) Comcast offers the opportunity for a Customer to designate up to 1000 different locations within its premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, room number, cubicle number, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide location information for each telephone number exactly as it should appear to the 911 call taker. For each requested telephone number, up to 1000, Customer will provide the specific location information (floor, room, and/or cubicle number). Customer is solely responsible for programming its telephone system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises.

(c) Many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer acknowledges and understands that it, and not Comcast, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the Comcast Emergency Location Information numbers described above at least to the extent required by law, and that Customer does not require the use of more than 1000 different location identifiers or other features not currently offered under this Agreement in order to comply with applicable laws. Customer also warrants that it does not currently have “Private Switch/Automatic Location Identification” service in connection with its existing telephone service from another provider at the location(s) for which it has ordered Services from Comcast.

(d) Comcast will post only the main billing telephone number in the 911 database or databases using Customer’s billing address as the Registered Location, unless Customer requests the assignment of Emergency Location Information as set forth above. Customer must notify Comcast at least five (5) days prior to moving the Trunk Service to another location. Customer acknowledges that if they move prior to providing such notice and a 911 call is placed using the Services, or if Customer when using Emergency Location Information numbers does not timely update their telephone system to account for internal moves, adds and changes, the E911 call taker may see incorrect or incomplete location information and the caller may need to confirm their actual location information to the call taker.

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

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

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

### **ARTICLE 11: EQUIPMENT REQUIREMENTS**

**11.1 MTA.** To use the Service, Customer will need a multimedia terminal adapter (“MTA”), application layer gateway (“ALG”), analog telephone adapter (“ATA”) or other adapter device. Customer can lease an MTA from Comcast, in which case it will be Comcast Equipment. Or, in some areas, Comcast may permit Customer to use Service with an MTA that Customer has purchased, in which case the MTA will be Customer Equipment. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times.

**11.2 Incompatible Equipment and Services.** Customer acknowledges and understands Service may not support or be compatible with:

- (a) Non-recommended configurations including but not limited to MTAs, ATAs or ALGs not currently certified by Comcast as compatible with Service;
- (b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain “dial-up” modems;
- (c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- (d) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- (e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and

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

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

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

(a) Customer is solely responsible for providing and maintaining working PBX equipment and handsets (Customer-Provided Equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Comcast will support N11 dialing service in areas where the service is made available by the local municipality. Customer also acknowledges and accepts that Comcast does not support seven-digit local calling even in areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

(b) Comcast shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of Comcast utilized in the provision of Trunk Service render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

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

## **ARTICLE 12: ADDITIONAL LIMITATIONS ON COMCAST'S LIABILITY FOR VOICE SERVICE**

**12.1 Limitations on Comcast's Liability for Directories and Directory Assistance for Service Customers.** THESE LIMITATIONS SHALL APPLY WHERE COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. FURTHERMORE, IF COMCAST MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

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

## **ARTICLE 13: SERVICE CHARGES**

(a) **Prices.** The Service is subject to the trunk service pricing identified in the applicable Service Order, and subject to the pricing lists and fees found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>.

(b) **Billing Increments.** Unless otherwise stated in a Service Order, domestic long distance calls, and in-bound domestic calls to toll-free numbers associated with the Services will be billed on basis of six (6) second increments with a minimum call duration of six (6) seconds. All other calls will be billed in accordance with the increments identified in the pricing lists and fees found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>. For purposes of this section, “domestic long distance” means non-local calls to the fifty (50) United States, Washington, D.C., Puerto Rico, US Virgin Islands, Guam, Saipan, N. Mariana Islands and American Samoa.

(c) **Pooled Minutes.** Each channel purchased in connection with Trunk Service includes a monthly allotment of 200 minutes of domestic long distance. These minutes shall be pooled at the Service Location level within an account. Any usage in excess of the earned amount shall be considered overage and be rated at the then current rate. Unused minutes expire at the end of the billing period and are not carried forward or otherwise creditable to Customer’s account.

**COMCAST ENTERPRISE SERVICES  
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TRUNK SERVICES**

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

Trunk Service is a switched voice trunk service with ISDN / PRI connectivity from a customer's Private Branch Exchange (PBX) to the Comcast network. The Service is delivered by Comcast Equipment installed at the Customer Location. The Comcast Equipment provides a PRI interface with the customer's Private Branch Exchange, and connects to the Comcast DOCSIS or Fiber fed facilities (determined by Comcast). The Service supports the following standard variants of ISDN: NI-2, ATT 4ESS, ATT 5ESS, NT DMS-100, NT DMS-250. As with other Comcast voice services, Trunk Services are supported by Comcast's own network, and like other voice traffic is provided the highest Quality of Service (QoS) with respect to traffic prioritization and bandwidth allocation.

**COMCAST ENTERPRISE SERVICES  
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**SCHEDULE A-2  
SERVICE LEVEL AGREEMENT**

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

**Definitions**

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

"**Monthly Recurring Charge (MRC)**" means the monthly recurring charges for Service.

"**Service Interruption**" means a break in transmission that renders the Service unusable for transmission and reception.

**Service Level Agreement (SLA)**

Comcast will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to Comcast, a trouble ticket is opened, and the Service is released to Comcast for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and Comcast has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

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

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within 30 days of the interruption.

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

**Emergency Blocking**

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make

payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

### **Remedy Processes**

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

### **Exceptions to Credit Allowances**

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

### **Other Limitations**

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