# Tariff Schedule Applicable to Facilities-Based and Resold Local Exchange and Interexchange

Telecommunications Services Furnished by

Local Access LLC

Between Points Within the State of Maryland

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## TARIFF FORMAT

- A. **Page Numbering** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1 2.1.1 2.1.1.1

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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 page is the most current on file with the Commission.

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#### CHECK SHEET

Sheets 1 through (insert number) 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 on the bottom of this sheet.

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#### 1 GENERAL

- 1.1 Explanation of Symbols
- (C) To signify a changed regulation
- (D) To signify a discontinued rate or regulation
- (I) To signify an increase in a rate
- (M) To signify text or rates relocated without change
- (N) To signify a new rate or regulation or other text
- (R) To signify a reduction in a rate
- (S) To signify reissued regulations
- (T) To signify a change in text but no change in rate
- (Z) To signify a correction
  - 1.2 Application of the Tariff
    - 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
    - 1.2.2 The Company's services are available to business and carrier customers.
    - 1.2.3 The Company's service territory is Statewide. Its calling areas are consistent with those of Verizon Maryland, as listed in its approved tariff.

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#### 1.3 Definitions

1.3.1 "Authorized User"

A person, corporation or other entity that is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

## 1.3.2 "Automatic Location Identification" ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc) will be identified with the address of the telephone number at the main location.

- 1.3.3 Call Forwarding:
  - 1.3.3.1 Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.
  - 1.3.3.2 Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.
  - 1.3.3.3 Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.
  - 1.3.3.4 Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

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- 1.3.3.5 Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.
- 1.3.3.6 Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.
- 1.3.3.7 Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.
- 1.3.4 Calling Party Number (CPN): means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.
- 1.3.5 "Carrier," "Company" or "Utility" refers to Local Access LLC.
- 1.3.6 "Commission" means the Maryland Public Service Commission.
- 1.3.7 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.8 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

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- 1.3.9 Customer Proprietary Network Information (CPNI):\_ Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Company and that is made available to the Company by the customer solely by virtue of the Company-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.
- 1.3.10 .Dedicated Access Lines ("DAL"):A group of leased lines which interconnect a switching system to a dedicated subscriber.
- 1.3.11 Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.
- 1.3.12 Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunkcompatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.
- 1.3.13 Grandfathered: Services ordered under the provisions of this tariff but are no longer available to new customers.
- 1.3.14 Individual Case Basis: A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this tariff are developed based on the circumstance in each case.
- 1.3.15Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

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- 1.3.16 Interexchange Service: Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.
- 1.3.17 Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Local Access LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.
- 1.3.18LATA: 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.
- 1.3.19Loss: The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.
- 1.3.20 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.21 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.2.2 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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#### 2 RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

This Tariff contains the regulations, rates, and charges applicable to facilitiesbased and resold local exchange and intraLATA toll and intrastate long distance services provided by the Company that originate and terminate within the State of Maryland.

- 2.2 Obligations of the Customer
  - 2.2.1 The customer shall be responsible for:
    - 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
    - 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
    - 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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- 2.2.1.4 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 prior to any construction or installation work.
- 2.2.1.5 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 premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
  - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

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- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company–provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable 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 this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.
- 2.3 Liability of the Company
  - 2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

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#### 2.3.2 Service Irregularities

- 2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.
- 2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.
- 2.3.3 Claims of Misuse of Service
  - 2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.
  - 2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

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## 2.3.4 Defacement of Premises

- 2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.
- 2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations
  - 2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, 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 equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

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- 2.3.6 Service at Outdoor Locations
  - 2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

#### 2.3.7 Warranties

- 2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATON OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warrantees or representations imposed by the Company should be upheld in a court of law.
- 2.3.8 Limitation of Liability
  - 2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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- 2.4 Application for Service
  - 2.4.1 Minimum Contract Period
    - 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
    - 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
    - 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, nonstandard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.
  - 2.4.2 Cancellation of Service
    - 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
    - 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

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- 2.4.2.2.A The total costs of installing and removing such facilities; or
- 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- 2.5 Payment for Service
  - 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
  - 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

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2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.
- 2.6 Customer Deposits
  - 2.6.1 Local Access LLC does not collect customer deposits.
- 2.7 Late Payment Charges
  - 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
  - 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
  - 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.

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- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1) and 20.30.03.01B(1).
- 2.8 Customer Complaints and Billing Disputes
  - 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
  - 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations Maryland Public Service Commission 6 St. Paul Street Baltimore, MD 21202

410-767-8028 (Office of External Relations) 410-767-8000 (Main PSC number) 1-800-492-0474 (Toll-free PSC number)

- 2.8.3 The Company provides the following toll free number (866-841-7898) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.
- 2.8.4 The Company will not collect attorney fees or court costs from customers.
- 2.9 Allowance for Interruptions in Service
  - 2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

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- 2.10 Taxes and Fees
  - 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
  - 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
  - 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.
- 2.11 Returned Check Charge

The charge for a returned check is \$25.00

2.12 Directory Assistance Call Allowance

Residential customers shall receive four free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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- 2.14 Termination of Service:
  - 2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.
- 2.14.2. Denial of Service Requiring Notice
  - 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
    - 2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

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- 2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
- 2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
- 2.14.2.1.D Non-payment of Bill.
  - 2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
  - 2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
  - 2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

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- 2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 2.14.3 Insufficient Reasons for Denial of Service
  - 2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:
  - 2.14.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;
  - 2.14.3.1.B Failure to pay for a different class of service for a different entity;
  - 2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill;
  - 2.14.3.1.D Failure to pay directory advertising charges;
  - 2.14.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
  - 2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:
    - 2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

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- 2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
- 2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:
  - (i) In a fictitious name,
  - (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
  - (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
  - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.
- 2.14.3.2 This regulation applies to both residential and nonresidential classes of service.

PROVISION OF SERVICE AND FACILITIES

- 2.15 Unlawful Use of Service
  - 2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
    - 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

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- 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.
- 2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

- 2.17 Telephone Solicitation by Use of Recorded Messages
  - 2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.
- 2.18 Incomplete Calls
  - 2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

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- 2.19 Overcharge/Undercharge
  - 2.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
  - 2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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#### 3 DESCRIPTION OF SERVICES

- 3.1 Trial Services
  - 3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.
- 3.2 Promotional Offerings
  - 3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval. The Company may file a promotional offering on one days notice to the Commission.
- 3.3 Individual Case Basis ("ICB") Offerings
  - 3.3.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.
- 3.4 Customized Pricing Arrangements ("CPAs") Offerings
  - 3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

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#### 4 RATES AND CHARGES

- 4.1 Calculation of Rates
  - 4.1.1 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
  - 4.1.2 Different rates based on the time of day or day of week are described in the following rate table.

| Rate Periods  | From      | To, but<br>not<br>Including | Days          |
|---------------|-----------|-----------------------------|---------------|
| Weekdays      | 8:00 a.m. | 5:00 p.m.                   | Monday-Friday |
| Evenings      | 5:00 p.m. | 11:00 p.m.                  | Monday-Friday |
|               | 5:00 p.m. | 11:00 p.m.                  | Sunday        |
| Night/Weekend | 11:00     | 8:00 a.m.                   | Monday-Sunday |
| S             | p.m.      |                             |               |
|               | 8:00 a.m. | 5:00 p.m.                   | Saturday-     |
|               |           |                             | Sunday        |
|               | 5:00 p.m. | 11:00 p.m.                  | Saturday      |

The Company charges weekend rates on the following Federal holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- 4.2 Dial-Around Compensation Surcharge for Payphones
  - 4.2.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semipublic payphone which are not paid on a sent paid basis. The Surcharge applies to:

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- A. Calling card service
- B. Collect calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service
- 4.2.2 The Surcharge does not apply to:
  - A. Calls paid for by inserting coins
  - B. Calls placed from stations other than public/semi-public payphones
  - C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
  - D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.
- 4.2.3 The Dial Around Compensation Surcharge rate is \$0.50 per call.

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#### 5 INTRALATA TOLL PRESUBSCRIPTION

#### 5.1 General

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Company at least twenty days prior to the IntraLATA toll-presubscriptionconversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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#### 5.2 Presubscription Charge Application

#### 5.2.1 Initial Free Presubscription Choice for New Users

New end users (including an existing customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

- 1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
- 2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.
- 3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in following.

#### 5.2.2 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge.

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5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")

5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

5.3.2 Verification of Orders for Telemarketing

No ITP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

- 5.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
  - 5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

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- 5.3.2.1.B The decision to change the PIC to the ITP; and
- 5.3.2.1.C The customer's understanding of the PIC change fee; or
- 5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or
- 5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).
- 5.3.3 The Company will follow the Federal Communications Commission's and the Maryland Public Service Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.
- 5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.
- 5.4 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service.

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## 5.5 Rates and Charges

- 5.5.1 Charge for ITP Carrier Change \$ 1.00
- 5.5.2 Charge for Switchback Carrier Change \$1.00

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#### 6 LOCAL EXCHANGE SERVICE

## 6.1 <u>General</u>

Each Local Exchange Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Local Exchange Services are offered:

| Basic Line Service (Business)<br>Basic Trunk Service                  |
|---|
| DID Trunk Service   |
| Digital Trunk Service   |
| ISDN Primary Rate Interface (PRI) Service                             |
| 6.1.1 Monthly access rates for network access lines are determined by |
| class of service and by rate group.                                   |

- 6.1.2 The appropriate rate group for each district is shown in section 5.2 following.
- 6.1.3 Local Calling Areas

| Exchange                                       | Local Calling Area  |
|--|---|
| Aberdeen                                       | Aberdeen, Bel Air, Churchville, Darlington,<br>Edgewood, Fallston, Havre de Grace, Perryville<br>and Port Deposit exchanges, and the Fork zone.   |
| Annapolis                                      | Annapolis, Crofton, Millersville,<br>Odenton,Sherwood Forest and West River<br>exchanges, and the Armiger-<br>Gibson Island, Brooklyn Park- Linthicum, Glen<br>Burnie, Severn and Severna Park zones. |
| Arbutus BMEA Zone                              | All zones of the BMEA and the Columbia and Sykesville exchanges.  |
| Armiger-Gibson Island<br>exchange<br>BMEA Zone | All zones of the BMEA and the Annapolis   |

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| Ashton 236 LATA                             | Ashton 236, Ashton 238, Columbia, Damascus<br>236, Damascus 240, Gaithersburg, Glenwood,<br>Laurel 236 and Laurel 238 exchanges, and the<br>Berwyn 236, Berwyn 238, Bethesda, Hyattsville,<br>Kensington, Layhill, Rockville, Silver Spring and<br>Washington, D.C., zones.               |
|---|---|
| Ashton 238 LATA                             | Ashton 236, Ashton 238, Ellicott City, Columbia,<br>Damascus 236, Damascus 240, Gaithersburg,<br>Glenwood, Laurel 236 and Laurel 238 exchanges,<br>and the Berwyn 236, Berwyn 238, Bethesda,<br>Hyattsville, Kensington, Layhill, Rockville, Silver<br>Spring and ashington, D.C., zones. |
| Baltimore                                   | All zones of the BMEA and the Columbia,<br>BMEA ZoneFallston, Sparks-Glencoe, Sykesville<br>and Worthington exchanges.  |
| Bel Air                                     | Bel Air, Aberdeen, Cardiff, Churchville,<br>Darlington, Edgewood, Fallston, Havre de Grace<br>and Jarrettsville exchanges, and the Fork,<br>Parkville and Towson zones  |
| Berlin                                      | Berlin, Bishopville, Ocean City, Pocomoke,  |
| Berwyn 236<br>LATA WMEA Zone 13             | All zones of the WMEA and the Ashton 236,<br>Ashton 238, Columbia, Crofton, Laurel 236,<br>Laurel 238, Waterloo 236 exchanges.  |
| Exchange<br>Berwyn 238 LATA<br>WMEA Zone 13 | Local Calling Area<br>All zones of the WMEA and the Ashton 236, Ashton<br>238, Columbia, Crofton, Laurel 236 and Laurel 238<br>exchanges.   |

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| Bethesda WMEA Zone 2                      | All zones of the WMEA and the Ashton 236, Ashton 238, Damascus 236, Damascus 240, Gaithersburg, Laurel 236 and Laurel 238 exchanges    |
|---|--|
| Bishopville<br>Selbyville,                | Bishopville, Berlin, Ocean City, Salisbury,<br>Del., Snow Hill and Willards.   |
| Bittinger                                 | Bittinger, Friendsville-Accident, Grantsville, Lonaconing, Oakland, and Westernport.   |
| Bowie-Glenn Dale 236 LATA<br>WMEA Zone 14 | All zones of the WMEA and the Crofton,<br>Laurel 236, Laurel 238, Millersville, Odenton<br>and West River exchanges.                   |
| Bowie-Glenn Dale 238 LATA<br>WMEA Zone 14 | All zones of the WMEA and the Crofton, Laurel 236, Laurel 238, Millersville, Odenton, Severn,  |
| Severna                                   | Park and West River exchanges.   |
| Brandywine                                | Brandywine, Hughesville and Waldorf exchanges,<br>and the Capitol Heights, Clinton, Marlboro 236,<br>Marlboro 238 and Oxon Hill zones. |
| Brooklyn Park-<br>BMEA Zone               | All zones of the BMEA and the Annapolis,<br>Linthicum Columbia, Millersville, Odenton,<br>Sherwood Forest and Sykesville exchanges.    |
| Brunswick                                 | Brunswick, Buckeystown, Frederick, Keedysville and Middletown.   |
| Buckeystown                               | Buckeystown, Brunswick, Frederick, New Market and Poolesville  |
| Cambridge                                 | Cambridge, Hurlock, Oxford, St. Michaels,<br>Tilghman, Trappe, Vienna and Wingate.   |
| Capitol Heights<br>WMEA Zone 5            | All zones of the WMEA and the Brandywine,<br>Indian Head, Laurel 236, Laurel 238, Waldorf and<br>West River exchanges.                 |

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| Cardiff                   | Bel Air, Cardiff, Darlington, Delta, Pa., Fawn<br>Grove, Pa., Jarrettsville and Port Deposit   |
|---------------------------|--|
| Catonsville               | All zones of the BMEA and the Columbia,<br>Glenwood, BMEA ZoneLaurel 236, Laurel 238 and<br>Sykesville exchanges.                          |
| Cecilton                  | Cecilton, Chesapeake City, Elkton, Galena, Still<br>Pond and Warwick.  |
| Centreville               | Centreville, Chestertown, Church Hill, Easton,<br>Greensboro, Hillsboro, Queenstown, Ridgely,<br>Rock Hall, Stevensville and Sudlersville. |
| Chase<br>BMEA Zone        | All zone of the BMEA and the Edgewood exchange.  |
| Chesapeake City           | Cecilton, Chesapeake City, Elkton and Warwick.   |
| Chestertown               | Centerville, Chestertown, Church Hill, Galena,<br>Millington, Rock Hall, Still Pond and Sudlersville.                                      |
| Church Hill               | Centerville, Chestertown, Church Hill, Millington and Sudlersville.  |
| Churchville               | Aberdeen, Bel Air, Churchville, Darlington,<br>Edgewood, Fallston, and Havre de Grace.   |
| Clear Spring              | Clear Spring, Hagerstown, Hancock and Williamsport.  |
| Clinton                   |  |
| WMEA Zone 16              | All zones of the WMEA and the Brandywine and Waldorf exchanges.  |
| Cockeysville<br>BMEA Zone | All zones of the BMEA and the Hampstead,<br>Jarretts-Jarrettsville, Parkton, Sparks-Glencoe,<br>Sykesville and Worthington exchanges.      |
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| Columbia                 | Ashton 236, Ashton 238, Columbia, Glenwood,<br>Laurel 236 and Laurel 238 exchanges and the<br>Arbutus, Baltimore, Berwyn 236, Berwyn 238,<br>Brooklyn Park-Linthicum, Catonsville, Elkridge,<br>Ellicott City, Glen Burnie, Layhill, Pikesville,<br>Randallstown, Silver Spring, Towson, Waterloo<br>236, Waterloo 238 and Woodlawn zones. |
|--------------------------|--|
| Crisfield                | Crisfield, Marion, Pocomoke, Princess Anne, Salisbury and Smith Island.  |
| Crofton                  | Annapolis, Crofton, Millersville, Odenton,<br>Sherwood Forest and West River exchanges, and<br>the Berwyn 236, Berwyn 238, Bowie-Glenn Dale<br>236, Bowie-Glenn Dale 238, Glen Burnie,<br>Hyattsville, Severn and Severna Park zones.  |
| Cumberland               | Cumberland, Flintstone-Oldtown, Frostburg,<br>Grantsville, Hewitt, Pa., Lonaconing, McCoole,<br>Mt. Savage, State Line, Pa., Wellersburg, Pa.,<br>and Westerport.  |
| Damascus 236 LATA        | Ashton 236, Ashton 238, Damascus 236,<br>Damascus 240, Frederick, Gaithersburg, Glenwood,<br>Mt. Airy and New Market exchanges, and the<br>Bethesda, Kensington, Layhill, Rockville and Silver Spring  |
| Damascus 240 LATA        | Ashton 236, Ashton 238, Damascus 236,<br>Damascus 240, Frederick, Gaithersburg,<br>Glenwood, Mt. Airy and New Market exchanges,<br>and the Bethesda, Kensington, Layhill,<br>Rockville and Silver Spring zones.  |
| Darlington               | Aberdeen, Bel Air, Cardiff, Churchville,<br>Darlington, Havre de Grace and Port Deposit.   |
| Deal Island              | Deal Island, Nanticoke, Princess Anne, Salisbury,<br>Smith Island and Vienna   |
| Delmar                   | Delmar, Del., Delmar, Md., Laurel, Del.,<br>Nanticoke, Salisbury, Sharptown and Willards.  |
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| Denton                     | Denton, Easton, Federalsburg, Greensboro,<br>Hillsboro, Preston and Ridgely  |
|----------------------------|--|
| Dundalk<br>BMEA Zone       | All zones of the BMEA and the Edgewood exchange.   |
| Easton                     | Centreville, Denton, Easton, Federalsburg,<br>Greensboro, Hillsboro, Oxford, Preston,<br>Queenstown, Ridgely, St. Michaels, Stevensville,<br>Tilghman and Trappe.          |
| Edgewood                   | Aberdeen, Bel Air, Churchville, Edgewood,<br>Fallston and Havre de Grace exchanges, and the<br>Chase, Dundalk, Essex, Fork, Parkville, Sparrows<br>Point and Towson zones. |
| Elkridge<br>BMEA Zone      | All zones of the BMEA and the Columbia, Laurel 236, Laurel 238, Odenton and Sykesville exchanges.  |
| Elkton                     | Cecilton, Chesapeake City, Elkton, North East,<br>Perryville, Port Deposit and Warwick.  |
| Ellicott City<br>BMEA Zone | All zones of the BMEA and the Ashton 238,<br>Columbia, Glenwood, Laurel 236, Laurel 238 and<br>Sykesville exchanges.   |
| Emmitsburg                 | Emmitsburg, Fairfield, Pa., Frederick, Highfield and Thurmot.  |
| Essex<br>BMEA Zone         | All zones of the BMEA and the Edgewood exchange.   |
| Fallston                   | Aberdeen, Bel Air, Churchville, Edgewood,<br>Fallston, Havre de Grace and Jarrettsville<br>exchanges, and the Baltimore, Fork, Parkville and<br>Towson zones.              |
| Federalsburg               | Denton, Easton, Federalsburg, Hurlock, Preston and Sharptown.  |
| Flintstone- Oldtown        | Cumberland, Flintstone-Oldtown, Hancock,<br>Hewitt, Pa., and State Line, Pa  |
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| Fork<br>BMEA Zone         | All zones of the BMEA and the Aberdeen, Bel<br>Air, Edgewood, Fallston, Jarrettsville and<br>Sparks- Glencoe exchanges.   |
|---------------------------|---|
| Frederick                 | Brunswick, Buckeystown, Damascus 236,<br>Damascus 240, Emmitsburg, Frederick,<br>Middletown, Mt. Airy, Myersville, New Market,<br>Thurmont, Union Bridge and Walkersville.                          |
| Friendsville-<br>Accident | Bittinger, Friendsville-Accident, Grantsville and Oakland   |
| Frostburg                 | Cumberland, Frostburg, Grantsville, Lonaconing,<br>Mt. Saveage and Wellersburg, Pa.   |
| Gaithersburg              | Ashton 236, Ashton 238, Damascus 236,<br>Damascus 240, Gaithersburg and Poolesville<br>exchanges and the Bethesda, Kensington,<br>Layhill, Rockville, Silver Spring and Washington,<br>D.C., zones. |
| Galena                    | Cecilton, Chestertown, Galena, Millington, Still Pond and Warwick.  |
| Glen Burnie<br>BMEA Zone  | All zones of the BMEA and the Annapolis,<br>Columbia, Crofton, Laurel 236, Laurel 238,<br>Millersville, Odenton, Sherwood Forest and<br>Sykesville exchanges.                                       |
| Glenwood                  | Ashton 236, Ashton 238, Columbia, Damascus<br>236, Damascus 240, Glenwood, Mt. Airy and<br>Sykesville exchanges and the Catonsville, Ellicott<br>City, and Woodlawn zones.                          |
| Grantsville               | Bittinger, Cumberland, Friendsville-Accident,<br>Frostburg, Grantsville, Lonaconing, Mt. Savage<br>and Salisbury, Pa.   |
| Greensboro                | Centerville, Denton, Easton, Greensboro,<br>Hillsboro, Ridgely and Sudlersville.  |
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| Hagerstown                 | Clear Spring, Hagerstown, Hancock, Keedysville,<br>Falling Waters, W.Va., Myersville, Smithsburg<br>and Williamsport.  |
|----------------------------|--|
| Hampstead                  | Hampstead, Parkton, Silver Run, Sparks-<br>Glencoe, Westminster and Worthington exchanges,<br>and the Cockeysville, Pikesville, Reisterstown,<br>Towson zones.   |
| Hancock                    | Berkeley Springs, W. Va., Clear Spring, Flintstone-<br>Oldtown, Hagerstown, Hancock, Needmore, Pa.,<br>and Warfordsburg, Pa.   |
| Havre de Grace             | Aberdeen, Bel Air, Churchville, Darlington,<br>Edgewood, Fallston, Havre de Grace, Perryville<br>and Port Deposit.   |
| Highfield                  | Blue Ridge Summit, Pa., Emmitsburg,<br>Highfield, Myersville, Smithsburg, Thurmont and<br>Waynesboro, Pa.  |
| Hillsboro                  | Centreville, Denton, Easton, Greensboro,<br>Hillsboro, Ridgely and Queenstown.   |
| Hughesville                | Brandywine, Hughesville, La Plata,<br>Mechanicsville, Tompkinsville and Waldorf  |
| Hurlock                    | Cambridge, Federalsburg, Hurlock, Preston, Sharptown, Trappe and Vienna.   |
| Hyattsville<br>WMEA Zone 4 | All zones of the WMEA and the Ashton 236,<br>Ashton 238, Crofton, Laurel 236, Laurel 238 and<br>West River exchanges.  |
| Indian Head                | Indian Head, La Plata, Nanjemoy and Waldorf<br>exchanges, and the Capitol Heights and Oxon Hill<br>zones.  |
| Jarrettsville              | Bel Air, Cardiff, Fallston, Jarrettsville, Parkton and<br>Sparks-Glencoe exchanges, and the Cockeysville,<br>Fork, Parkville and Towson zones. Further, the<br>Stewartstown, Pa., and Fawn Grove, Pa., |
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| Keedysville                | Brunswick, Hagerstown, Keedysville, Middletown,<br>Myersville and Williamsport.   |
|----------------------------|---|
| Kensington<br>WMEA Zone 11 | All zones of the WMEA and the Ashton 236,<br>Ashton 238, Damascus 236, Damascus 240,<br>Gaithersburg, Laurel 236 and Laurel 238<br>exchanges.   |
| Kitzmiller                 | Elk Garden, W. Va., Kitzmiller, Oakland and Westernport.  |
| La Plata                   | Hughesville, Indian Head, La Plata,<br>Mechanicsville, Nanjemoy, Tomkinsville and<br>Waldorf.   |
| Laurel 236 LATA            | Ashton 236, Ashton 238, Columbia, Laurel 236,<br>Laurel 238, Millersville and Odenton exchanges,<br>and the Berwyn 236, Berwyn 238, Bethesda,<br>Bowie- Glenn Dale 236, Bowie-Glenn Dale 238,<br>Capitol Heights, Catonsville, Elkridge, Ellicott<br>City, Glen Burnie, Hyattsville, Kensington, Layhill,<br>Marlboro 236, Marlboro 238, Severn, Silver<br>Spring, Washington, D.C., and Waterloo 236,<br>Waterloo 238 zones. |
| Laurel<br>238 LATA         | Ashton 236, Ashton 238, Columbia, Laurel<br>236,Laurel 238, Millersville and Odenton<br>exchanges, and the Berwyn 236, Berwyn 238,<br>Bethesda, Bowie- Glenn Dale 236, Bowie-<br>Glenn Dale 238, Capitol Heights, Catonsville,<br>Elkridge, Ellicott City,Glen Burnie, Hyattsville,<br>Kensington, Layhill, Marlboro 236, Marlboro<br>238, Severn, Silver Spring, Washington,<br>D.C., and Waterloo 236, Waterloo 238 zones.  |
| Layhill                    | All zones of the WMEA and the Ashton 236, Ashton  |
| WMEA Zone 12               | 238, Columbia, Damascus 236, Damascus 240,<br>Gaithersburg, Laurel 236 and Laurel 238<br>exchanges.   |
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| Leonardtown                          | Leonardtown, Lexington Park-Great Mills,<br>Mechanicsville, Ridge and Tompkinsville.   |
|--------------------------------------|--|
| Lexington Park-<br>Great Mills       | Leonardtown, Lexington Park-Great Mills,<br>Mechanicsville, Ridge and Solomons.  |
| Lonaconing                           | Bittinger, Cumberland, Frostburg, Grantsville, Lonaconing, McCoole, and Westernport.   |
| Marion                               | Crisfield, Marion, Pocomoke, Princess Anne and Salisbury.  |
| Marlboro<br>236 LATA<br>WMEA Zone 15 | All zones of the WMEA and the Brandywine, Laurel 236, Laurel 238, North Beach and West River Exchanges.  |
| Marlboro<br>238 LATA<br>WMEA Zone 15 | All zones of the WMEA and the<br>Brandywine, Laurel 236, Laurel 238,<br>North Beach and West River Exchanges   |
| McCoole                              | Cumberland, Keyser, W. Va., Lonaconing,<br>McCoole, Piedmont, W. Va., and Westernport.   |
| Mechanicsville                       | Hughesville, La Plata, Leonardtown, Lexington<br>Park-Great Mills, Mechanicsville and<br>Tompkinsville.  |
| Middletown                           | Brunswick, Frederick, Keedysville, Middletown and Myersville.  |
| Millersville                         | Annapolis, Crofton, Laurel 236, Laurel 238,<br>Millersville, Odenton and Sherwood Forest<br>exchanges, and the Bowie-Glenn Dale 236, Bowie-<br>Glenn Dale 238, Brooklyn Park-Linthicum, Glen<br>Burnie, Severn, Severna Park, Waterloo 236 and<br>Waterloo 238 zones |
| Millington                           | Chestertown, Church Hill, Galena, Millington, Still Pond, Sudlersville, and Warwick  |
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| Mt. Airy    | Damascus 236, Damascus 240, Frederick,<br>Glenwood, Mt. Airy, New Market and Sykesville   |
|-------------|---|
| Mt. Savage  | Cumberland, Frostburg, Grantsville, Mt. Savage and Wellersburg, Pa.   |
| Myersville  | Frederick, Hagerstown, Highfield, Keedysville,<br>Middletown, Myersville, Smithsburg and<br>Thurmont.   |
| Nanjemoy    | Indian Head, La Plata, Nanjemoy and Waldorf.  |
| Nanticoke   | Deal Island, Delmar, Nanticoke, Princess Anne,<br>Salisbury and Vienna  |
| New Market  | Buckeystown, Damascus 236, Damascus 240,<br>Frederick, Mt. Airy and New Market.   |
| New Windsor | New Windsor, Sykesville, Union Bridge and Westminster.  |
| North Beach | North Beach, Prince Frederick, Solomons and WestRiver exchanges and the Marlboro 236 and Marlboro 238 zone  |
| North East  | Elkton, North East, Perryville and Port Deposit.<br>Oakland Bittinger, Friendsville-Accident,<br>Gormania, W. Va., Kitzmiller, Oakland and<br>Westernport.  |
| Ocean City  | Berlin, Bishopville, Ocean City, Salisbury, Snow<br>Hill and Willards.  |
| Odenton     | Annapolis, Crofton, Laurel 236, Laurel 238,<br>Millersville, Odenton and Sherwood Forest<br>exchanges, and the Bowie-Glenn Dale 236,<br>Bowie- Glenn Dale 238, Brooklyn Park-Linthicum,<br>Elkridge, Glen Burnie, Severn, Severna Park,<br>Waterloo 236 and Waterloo 238 zones. |
| Oxford      | Cambridge, Easton, Oxford, St. Michaels and Trappe.   |
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| Oxon Hill              | All zones of the WMEA and the Brandywine,<br>Indian WMEA Zone 6 Head and Waldorf<br>exchanges.   |
|------------------------|--|
| Parkton                | Hampstead, Jarrettsville, Parkton and Sparks-<br>Glencoe exchanges, and the Cockeysville and<br>Towson zones.  |
| Parkville<br>BMEA Zone | All zones of BMEA and the Bel Air, Edgewood,<br>Fallston, Jarrettsville and Sparks-Glencoe<br>exchanges.   |
| Perryville             | Aberdeen, Elkton, Havre de Grace, North East,<br>Perryville and Port Deposit   |
| Pikesville             | All zones of the BMEA and the Columbia,  |
| BMEA Zone              | Hampstead, Sykesville, Westminster and Worthington exchanges.  |
| Pocomoke               | Berlin, Crisfield, Marion, Pocomoke, Princess<br>Anne, Salisbury, Snow Hill and Temperanceville,<br>Va.  |
| Poolesville            | Buckeystown, Gaithersburg and Poolesville exchanges and the Rockville zone   |
| Port Deposit           | Aberdeen, Cardiff, Darlington, Elkton, Havre<br>de Grace, North East, Perryville and Port<br>Deposit.  |
| Preston                | Denton, Easton, Federalsburg, Hurlock, Preston and Trappe.   |
| Prince Frederick       | North Beach, Prince Frederick and Solomons.  |
| Princess Anne          | Crisfield, Deal Island, Marion, Nanticoke,<br>Pocomoke, Princess Anne, Salisbury, Smith<br>Island and Snow Hill.   |
| Queenstown             | Centreville, Easton, Hillsboro, Queenstown, Rock<br>Hall, St. Michaels and Stevensville.   |
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| Randallstown<br>BMEA Zone | All zones of the BMEA and the Columbia,<br>Sykes-Sykesville and Worthington exchanges  |
|---------------------------|--|
| Reisterstown<br>BMEA Zone | All zones of the BMEA and the Hampstead,<br>Sparks- Glencoe, Sykesville, Westminster and<br>Worthington Exchanges  |
| Ridge                     | Leonardtown, Lexington Park-Great Mills and Ridge.   |
| Ridgely                   | Centreville, Denton, Easton, Greensboro, Hillsboro and Ridgely.  |
| Rock Hall                 | Centreville, Chestertown, Queenstown, Rock<br>Hall, and Stevensville   |
| Rockville<br>WMEA Zone 10 | All zones of the WMEA and the Ashton 236,<br>Ashton 238, Damascus 236, Damascus 240,<br>Gaithersburg and Poolesville exchanges   |
| St. Michaels              | Cambridge, Easton, Oxford, Queenstown,<br>St. Michaels, Stevensville and Tilghman.   |
| Salisbury                 | Berlin, Bishopville, Crisfield, Deal Island, Delmar,<br>Del., Delmar, Md., Marion, Nanticoke, Ocean City,<br>Pocomoke, Princess Anne, Salisbury, Sharptown,<br>Snow Hill, Vienna and Willards. |
| Severn BMEA Zone          | All zones of the BMEA and the Annapolis,<br>Bowie-Glenn Dale 238, Crofton, Laurel<br>236, Laurel 238, Millersville, Odenton and<br>Sherwood Forest exchanges.                                  |
| Severna Park BMEA Zone    | All zones of the BMEA and the Annapolis,<br>Bowie- Glenn Dale 238, Crofton, Laurel 236,<br>Laurel 238, Millersville, Odenton and Sherwood<br>Forest exchanges.                                 |
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| Sharptown                   | Delmar, Del., Delmar, Md., Federalsburg, Hurlock, Salisbury, Sharptown and Vienna   |
|-----------------------------|---|
| Sherwood Forest             | Annapolis, Crofton, Millersville, Odenton and<br>Sherwood Forest exchanges and the Brooklyn<br>Park-Linthicum, Glen Burnie, Severn and Severna<br>Park zones.           |
| Silver Run                  | Hampstead, Littlestown, Pa., Silver Run,<br>Taneytown and Westminster.  |
| Silver Spring WMEA Zone 3   | All zones of the WMEA and the Ashton 236,<br>Ashton 238, Columbia, Damascus 236,<br>Damascus 240, Gaithersburg, Laurel 236 and<br>Laurel 238 exchanges                  |
| Smith Island                | Crisfield, Deal Island, Princess Anne and Smith Island.   |
| Smithsburg                  | Hagerstown, Highfield, Myersville and Smithsburg.   |
| Sow Hill                    | Berlin, Bishopville, Ocean City, Pocomoke,<br>Princess Anne, Salisbury, Snow Hill and Willards.   |
| Solomons                    | Lexington Park - Great Mills, North Beach, Prince Frederick and Solomons.   |
| Sparks-Glencoe              | Hampstead, Jarrettsville, Parkton, Sparks-<br>Glencoe and Worthington exchanges, and the<br>Baltimore, Cockeysville, Fork, Parkville,<br>Reisterstown and Towson zones. |
| Sparrows Point<br>BMEA Zone | All zones of the BMEA and the Edgewood exchange.  |
| Stevensville                | Centreville, Easton, Queenstown, Rock Hall, St. Michaels and Stevensville.  |
| Still Pond                  | Cecilton, Chestertown, Galena, Millington and Still Pond.   |

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| Sudlersville  | Centreville, Chestertown, Church Hill, Greensboro, Millington and Sudlersville.  |
|---------------|--|
| Sykesville    | Glenwood, Mt. Airy, New Windsor, Sykesville and<br>Westminster exchanges, and the Arbutus,<br>Baltimore, Brooklyn Park-Linthicum, Catonsville,<br>Cockeysville, Elkridge, Ellicott City, Glen Burnie,<br>Pikesville, Randallstown, Reisterstown, Towson<br>and Woodlawn zones. |
| Taneytown     | Silver Run, Taneytown, Union Bridge and Westminster.   |
| Thurmont      | Emmitsburg, Frederick, Highfield, Myersville, Thurmont and Walkersville.   |
| Tilghman      | Cambridge, Easton, St. Michaels and Tilghman.  |
| Tompkinsville | Hughesville, La Plata, Leonardtown,<br>Mechanicsville, Tompkinsville and Waldorf.  |
| Towson Zone   | All zones of the BMEA and the Bel Air, Columbia,<br>Edgewood, Fallston, Hampstead, Jarrettsville,<br>Parkton, Sparks-Glencoe, Sykesville, Westminster<br>and Worthington exchanges.  |
| Тгарре        | Cambridge, Easton, Hurlock, Oxford, Preston and Trappe.  |
| Union Bridge  | Frederick, New Windsor, Taneytown, Union<br>Bridge and Westminster.  |
| Vienna        | Cambridge, Deal Island, Hurlock, Nanticoke,<br>Salisbury, Sharptown, Vienna and Wingate.   |
| Waldorf       | Brandywine, Hughesville, Indian Head, La Plata,<br>Nanjemoy, Tompkinsville and Waldorf exchanges,<br>and the Capitol Heights, Clinton and Oxon Hill<br>zones.  |
| Walkersville  | Frederick, Thurmont and Walkersville.  |
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| Warwick                     | Cecilton, Chesapeake City, Elkton, Galena,<br>Middletown, Del., Millington and Warwick.   |
|-----------------------------|---|
| Waterloo 236 LATA BMEA Zone | All zones of the BMEA, and the Berwyn 236,<br>Columbia, Laurel 236, Laurel 238, Millersville and<br>Odenton exchanges.  |
| Waterloo 238 LATA BMEA Zone | All zones of the BMEA, and the Columbia,<br>Laurel 236, Laurel 238, Millersville and<br>Odenton exchanges.  |
| Westernport                 | Bittinger, Cumberland, Kitzmiller, Lonaconing, McCoole, Oakland, and Westernport.   |
| Westminster                 | Hampstead, New Windsor, Silver Run,<br>Sykesville, Taneytown, Union Bridge, Westminster<br>and Worthington exchanges, and the Pikesville,<br>Reisterstown and Towson zones.                 |
| West River                  | Annapolis, Crofton, North Beach and West<br>River exchanges and the Bowie-Glenn Dale 236,<br>Bowie-Glenn Dale 238, Capitol Heights,<br>Hyattsville, Marlboro 236 and Marlboro 238<br>zones. |
| Willards                    | Berlin, Bishopville, Delmar, Ocean City,<br>Salisbury,Snow Hill and Willards  |
| Williamsport                | Clear Spring, Hagerstown, Keedysville and Williamsport.   |
| Wingate                     | Cambridge, Vienna and Wingate   |
| Woodlawn<br>BMEA Zone       | All zones of the BMEA and the Columbia, Glenwood and Sykesville exchanges.  |
| Worthington                 | Hampstead, Sparks-Glencoe, Westminster and<br>Worthington exchanges, and the Baltimore,<br>Cockeysville, Pikesville, Randallstown,<br>Reisterstown and Towson zones.                        |

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6.2 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

For trunks equipped with Direct Inward Dial (DID) capability and DID number blocks, see Sections 6.3 & 6.4.

Non-recurring and Recurring charges per Basic Trunk apply as follows:Non-Recurring ChargeAll Service Areas\$100.00\$35.00

#### 6.3 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to the DID Trunk charges listed below.

Non-recurring and Recurring charges per DID Trunk apply as follows:

|                   | Non-Recurring Charge | Monthly Recurring Charge |
|-------------------|----------------------|--------------------------|
| All Service Areas | \$100.00             | \$300.00                 |

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6.4 Digital Trunk Service

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability. Additional charges for DID number blocks are set forth in Section 6.2. Monthly recurring rates per Digital Trunk per point, apply as follows:

|         | All Service Areas              |   |
|---------|--------------------------------|---|
|         | <u>1 year term</u> 2 year term | 1 |
| Per DS1 | \$600.00 \$550.00              | - |

Non-recurring rates per Digital Trunk per point apply as follows:

Service Area Non-Recurring Charge All Service Area \$500.00

A Customer may, at its option, procure links directly from another service provider other than the Company while subscribing to Company provided port elements.

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## 6.5 ISDN Primary Rate Interface (PRI) Service

ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted within a T1 (1.544 Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. ISDN PRI end users will connect their CPE equipment to the Company's central office via T1 connections.

All Customer Provided Equipment (CPE) used with ISDN PRI is required to conform with the Telcordia Technical Reference Specifications as used by the Company: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TR-TSY-000754.

- 6.6 Standard Features for Circuit Switched Voice and Circuit Switched Data Services
  - A) Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the ISDN PRI trunk to share "B" channels and arrange them as a single trunk group.

This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channel.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between the Company and the customer. All of the 23 channels (24 where technology permits) are usable as stand-alone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

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# B) Caller ID Capability

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

C) Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing "B" channels solely used for customer applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 Kbps access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

D) Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

E) "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbs for each additional PRI port connection.

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6.7 Optional Features for Circuit Switched Voice and Circuit Switched Data Services

## A) Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A predetermined "D" channel on another PRI connection would automatically take over call control and signaling functions.

B) System Intercommunication Service

Allows ISDN PRI "B" channels to connect to a Centrex business system or another Company provided ISDN PRI circuit that originates in the same central office. This feature is offered on a per trunk group basis only.

C) Call by Call for FX and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

D) Network Ring Again

Enables station users whose Digital PBX is connected to a central office by ISDN Prime to complete calls to a busy station line in another system without redialing. The system may be in the same or a different central office.

E) Network Name Display

Allows the name of a station user calling over an ISDN PRI to be forwarded for display on a properly equipped customer-provided set. The terminating system may be in the same or a different central office.

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### 6.7.1 Line Charges

The rates shown below for PRI are exclusive of local and toll usage charges, T1, and associated customer premises equipment.

|              | (Rates apply to All Service Areas and are charged on a monthly basis) |             |
|--------------|---|-------------|
|              | 1 year term   | 2 year term |
| Per ISDN PRI | \$700.00  | \$650.00    |

#### 6.8 IP Control Service

This service enables the customer to utilize a voice line equivalent to connect to the public switched telephone network or to the Internet and transmit voice, data, video or other kinds of traffic. The customer can purchase access to the service in bundles of lines starting at a DS1 level. The company will provision the transport to the customers' location via the company's choice of facilities. Standard usage rates as found in this tariff may apply. The rates below are inclusive of the line charge and the End User Common Line (EUCL) charge.

Monthly Recurring ChargesPer DS1, per monthDS1 circuit, up to 24 DS0s\$600

**DID** assignment

Per <u>DID</u>, per month \$0.25

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## 7 OPTIONAL LOCAL EXCHANGE SERVICES

### 7.1 Directory Listings

For each Customer of Company-provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise. At a Customer's option, the Company will arrange for additional listings at the following rates:

|                          | Non-Recurring | Monthly Recurring |  |
|--------------------------|---------------|-------------------|--|
| Each Additional Listing: | \$1.00        | \$0.40            |  |

# 7.2 Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Services, to users accessing presubscribed public pay phones or customer provided stations, and to Customers and Users of another local exchange carrier's access lines which the Customer has presubscribed to the Company's outbound calling services.

#### **Definitions**

<u>Person-to-Person:</u> Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

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<u>Station-to-Station:</u> Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third-party telephones which are coin telephones will not be accepted.

<u>Operator Dialed Charge:</u> The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

<u>Billed to Non-Proprietary Calling Card:</u> Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a nonproprietary calling card issued by another carrier.

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 7, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 11.2 and Section 11.3 will apply in addition to any applicable Operator charges.

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In addition to the usage charges identified above, the following operator-assisted charges will apply:

|  | Per Call Charges |
|--|------------------|
| Person-to-Person (Customer Dialed)   | \$3.00           |
| Station-to-Station (Customer Dialed)   | \$1.25           |
| Operator Dialed Charge<br>(applies in addition to other<br>operator charges, per minute) | \$0.08           |
| Billed to Third Party<br>(additional surcharge)  | \$1.33           |

## 7.3 Busy Line Verify and Line Interrupt Service

7.3.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- 7.3.2 Regulations
  - A) A charge will apply when:
    - 1) The operator verifies that the line is busy with a call in progress.
    - 2) The operator verifies that the line is available for incoming calls.

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- 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- B) No charge will apply:
  - 1) When the calling party advises that the call is to or from an official public emergency agency.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

### 7.3.3 Rates

| <u>Itales</u>  | Per Request Charges |
|--|---------------------|
| Busy Line Verify Service<br>(each request)                         | \$0.80              |
| Busy Line Verify and Busy Line<br>Interrupt Service (each request) | \$1.00              |

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### 7.4 Directory Assistance

### 7.4.1 Description

Customers and Users of the Company's calling services (excluding toll free services) may obtain directory assistance in determining telephone numbers within Maryland by calling the Directory Assistance operator.

- 7.4.2 <u>Rates</u>
  - A) 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.

|            | Local  |
|------------|--------|
| Per Number |        |
| Requested  | \$0.15 |

- B) A credit will be given for calls to Directory Assistance when:
  - 1) the Customer experiences poor transmission or is cut-off during the call,
  - 2) the Customer is given an incorrect telephone number, or
  - 3) the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

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### 7.5 <u>Restoration of Service</u>

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following rates apply per occasion:

#### Non-Recurring

Per occasion \$50.00

### 7.6 <u>Service Trip Charge</u>

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician. The following rates apply per visit:

\$100.00

#### Non-Recurring

Per visit

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### 8 SPECIAL ARRANGEMENTS

### 8.1 Special Construction

### 8.1.1 Basis for Charges

Where the Company furnishes a facility or 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:

- A) non-recurring type charges;
- B) recurring type charges;
- C) termination liabilities; or
- D) combinations thereof.

#### 8.1.2 Basis for Cost Computation

The costs referred to in 8.1.1 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, and
  - 4) rights of way;
- B) cost of maintenance;
- C) 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;

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- administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E) license or permit preparation, processing and related fees;
- F) tariff preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.
- I) environmental studies or assessments.

#### 8.1.3 <u>Termination Liability</u>

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 termination liability period is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts for:
  - Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
- a) equipment and materials provided or used,
- b) engineering, labor and supervision,
- c) transportation, and
- d) rights of way;
  - 2) license or permit preparation, processing, and related fees;
  - 3) tariff preparation, processing, and related fees;

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- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 12.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 12.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.
- 8.2 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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## 9 LOCAL AND INTRALATA CALLING SERVICE

#### 9.1 Description

Local and IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local and IntraLATA calling areas, but within the caller's LATA.

#### 9.2 Rates

The rates set forth in this section apply to all direct-dialed local and IntraLATA calls. For operator-assisted local and intraLATA calls, the operator charges listed in Section 10.2 apply in addition to the charges listed below.

9.2.1 Rates for Local Calling

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

Per minute \$0.02

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### 10 MESSAGE TOLL SERVICE

#### 10.1 Description

Message Toll Service enables a User of a Local Exchange line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's Local Calling Area, but within the State of Maryland.

MTS calls will be billed in 1 minute increments.

- The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:
- A) <u>Subscriber MTS</u> enables Users of Company-provided Local Exchange Services to place calls to any station on the public switched telecommunications network bearing an NPANXX designation associated with points outside the Customer's Local Calling Area, but within the State of Maryland.
- B) <u>Pre-subscriber MTS</u> enables a User of a Local Exchange line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed MTS to originate calls to any station on the public switched telecommunications network within the State of Maryland. Calls to stations bearing an NPA-NXX designation associated with a point outside the Customer's LATA may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

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# 10.2 Rates

The rates set forth below are for all direct dialed Message Toll Service (MTS) calls. Rates for Operator assisted calls are set forth in Section 11.

|    |                   | <u>Rate per 1<sup>st</sup> minute</u> | Each additional minute |
|----|-------------------|---------------------------------------|------------------------|
| A) | <u>Subscriber</u> | \$0.09                                | \$0.035                |
| B) | Pre-Subscriber    | \$0.10                                | \$0.040                |

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# 11 LONG DISTANCE SERVICE

### 11.1 Description

- Long Distance Service enables a User of an Local Exchange line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside of the state of Maryland.
- Long Distance calls will be billed in 6-second increments with an initial billing period of 18 seconds.
- The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:
- A) <u>Subscriber Long Distance</u> enables Users of Company-provided Local Exchange Services to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the state of Maryland.
- B) <u>Pre-subscriber Long Distance</u> enables a User of an Local Exchange line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed Long Distance Service to originate calls to any station on the public switched telecommunications network within the State of Maryland. Calls to stations bearing an NPA-NXX designation associated with a point outside the state of Maryland may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

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## 11.2 Rates

The rates set forth below are for all direct dialed Long Distance calls. Rates for Operator-assisted calls are set forth in Section 11.

|    |                | Rate per minute |
|----|----------------|-----------------|
| A) | Subscriber     | \$0.10          |
| B) | Pre-Subscriber | \$0.12          |

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