

Tariff Schedule Applicable to  
Resold and Facilities-Based Local Exchange  
Telecommunications Services Furnished by

NOS Communications, Inc.

Between Points Within the State of Maryland

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Issued: February 24, 2003

Effective date: March 3, 2003

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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.

**CHECK SHEET**

Sheets 1 through 70 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.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
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27	Original	56	Second Revised*
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29	Original	58	Second Revised*

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60	Second Revised*
61	Second Revised*
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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 Residential and Business Customers.
- 1.2.3 The Company's service territory is consistent with the service territory in Verizon's Maryland local exchange tariff.



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**1. GENERAL (Cont'd)****1.3 Definitions**

- 1.3.1 "Authorized User" means a person, firm or corporation which is authorized by the Customer of joint user to be connected to the Service of the Customer or joint user, respectively.
- 1.3.2 "Automatic Numbering Identification" is a type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.
- 1.3.3 "Business Day" means the period of time from 9:00 a.m. to 4:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.
- 1.3.4 "Busy Hour" means the two consecutive half hours during which the greatest volume of traffic is handled in the central office.
- 1.3.5 "Call" is a completed transaction between the Calling and Called parties.
- 1.3.6 "Calling Station" is the telephone number from which a Call originates.
- 1.3.7 "Called Station" is the telephone number called.
- 1.3.8 "Carrier" is an entity, other than the Company, that provides telecommunications service.
- 1.3.9 "Company" or "Utility" refers to NOS Communications, Inc.
- 1.3.10 "Commission" means the Maryland Public Service Commission.
- 1.3.11 "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.
- 1.3.12 "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. a person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

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**1. GENERAL (Cont'd)****1.3 Definitions (Cont'd)**

- 1.3.13 "Disconnect" means to render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.
- 1.3.14 "Exchange" means the geographical area that has been established to administer and furnish communications in that area.
- 1.3.15 "Exchange Service" is Service that involves furnishing central office facilities to provide users with the ability to make calls within the local service calling area on a measured or unlimited use basis.
- 1.3.16 "Foreign Exchange Service" is Service that involves furnishing central office line facilities to provide users with the ability to make calls within the local calling area on a measured or unlimited use basis.
- 1.3.17 "Holiday" the recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.3.18 "Incomplete" means any Call where voice transmission between the Calling and Called station is not established.
- 1.3.19 "Interruption" the inability to complete calls due to equipment malfunctions or human errors. Interruptions shall not include, and no allowance shall be given for services difficulties such as slow dialtone, circuits, busy or other network and/or switching capacity shortages. Nor shall interruptions include the failure of service or facilities provided within this Tariff by the Company shall not where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by the tariff of by applicable law.
- 1.3.20 "LATA" means 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. 82-01102; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4
- 1.3.21 "Measured Charge" is a charge assessed on a per-minute basis in calculating a portion of the charges due for a completed interexchange or local call.

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**1. GENERAL (Cont'd)****1.3 Definitions (Cont'd)**

- 1.3.22 "Message" is a completed telephone Call by a Customer or User
- 1.3.23 "Message Toll Service" is a service involving facilities for telecommunications between local calling service areas.
- 1.3.24 "Network" means any Carrier's network, unless otherwise specified; the equipment that carries the Call.
- 1.3.25 "Non-Business Day" is the period of time from 4:01 p.m. to 8:59 a.m., Monday through Friday, and all day Saturday and Sunday, as measured by local time at the location from which the Call is originated.
- 1.3.26 "Normal Business Hours" are the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding Holidays.
- 1.3.27 "Premises" is the space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.
- 1.3.28 "Rate" means money, charge, fee or other assessment billed to Customers for services or equipment.
- 1.3.29 "Recurring Charges" are the monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.
- 1.3.30 "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.
- 1.3.31 "Service" means any telecommunications service(s) provided by the ~~Carrier~~ Company under this tariff.
- 1.3.32 "Service Commencement Date" is the first day following the date on which the Company notifies the Customer that the requested services or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement date is the date of the Customer's acceptance. The Company and Customer may actually agree on a substitute Service Commencement Date.

**1. GENERAL (Cont'd)**

**1.3 Definitions (Cont'd)**

- 1.3.33 "Service Order" is the written request for network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.
- 1.3.34 "Shared" is a facility of equipment system that can be used simultaneously by several customers
- 1.3.35 "State" refers to the State of Maryland.
- 1.3.36 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.37 "Telecommunications" is transmission of voice communications or subject to the transmission capabilities of the Service, the transmission of data, signaling, metering, or other similar communications.
- 1.3.38 "Terminal Equipment" means telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.
- 1.3.39 "Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

<b>Rate Periods</b>	<b>From</b>	<b>To, but not Including</b>	<b>Days</b>
<u>Business Day</u>	<u>9:00 a.m.</u>	<u>4:00 p.m.</u>	<u>Monday-Friday</u>
<u>Non-Business Day</u>	<u>4:01 p.m.</u>	<u>8:59 a.m.</u>	<u>Monday-Friday, &amp; all day Saturday &amp; Sunday</u>

The Company charges Non-Business Day rates on the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**1. GENERAL (Cont'd)**

**1.3 Definitions (Cont'd)**

1.3.40 "User" or "End User" means the Customer or any authorized person or entity that utilizes the Company's services.

**1.4 Abbreviations**

BLV – Busy Line Verification

CPE – Customer Premises Device

FCC – Federal Communications Commission

IXC – Interexchange Carrier

PBX – Private Branch Exchange

PIC – Primary Interexchange Carrier

PSAP – Public Safety Answering Point

V&H – Vertical and Horizontal Coordinates

## **2. RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

- 2.1.1 The Company provides facilities-based and resold local exchange telecommunications service to Customers for the direct transmission of voice, data and other types of telecommunications.
- 2.1.2 The Company is responsible for the services provided under this tariff and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other Carrier to the End User or to any carrier that purchases access to the Company network.
- 2.1.3 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.4 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 800-772-4667. Customers wishing to communicate with the Company in writing may send correspondence to: 4380 Boulder Highway, Las Vegas, Nevada 89121.

**2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer**

2.2.1 The Customer shall be responsible for:

- 2.2.1.1 Placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card Calls;
- 2.2.1.2 Charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf;
- 2.2.1.3 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;
- 2.2.1.4 Providing at no charge, as specified from time to time by the Company, any needed equipment space, supporting structure, conduit and electrical power to operate the Company's facilities and equipment installed on the Customer's premises;

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**2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

- 2.2.1.5 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;
  - 2.2.1.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer 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; and
  - 2.2.1.7 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



**2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer (Cont'd)**

2.2.2 (Cont'd)

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. RULES AND REGULATIONS (Cont'd)**

**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:

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 explicitly 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. However, the Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.

2.3.2.3 The Company is not liable to Users for interruptions in service except as set forth in Section 2.9 of this tariff.

**2. RULES AND REGULATIONS (Cont'd)**

**2.3 Liability of the Company (Cont'd)**

**2.3.3 Service Irregularities (Cont'd)**

- 2.3.3.1 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control.
- 2.3.3.2 The Company shall be indemnified and saved harmless by the Customer against any claims for loss or damages arising out of a breach in the privacy or security of communications transmitted over the Company's facilities.
- 2.3.3.3 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving changes in any of the facilities, operations or procedures of the Company that (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.3.4 The Company is not liable to Users for noncompleted Calls due to Network busy conditions or any Calls not actually attempted to be completed during any period that service is unavailable.

**2. RULES AND REGULATIONS (Cont'd)**

**2.3 Liability of the Company (Cont'd)**

2.3.4 Claims of Misuse of Service

- 2.3.4.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright or trademark 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.
- 2.3.4.2 The Company shall be indemnified and saved harmless by the Customer against any claims for loss or damages involving any unlawful or unauthorized use of the company's facilities and services.
- 2.3.4.3 The Company shall be indemnified and saved harmless by the Customer against any claims for loss or damages arising out of any act or omission of the User in connection with service provided by the Company, or any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company.
- 2.3.4.4 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.

**2. RULES AND REGULATIONS (Cont'd)**

**2.3 Liability of the Company (Cont'd)**

2.3.5 Defacement of Premises

2.3.5.1 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 explicitly contracted by the Company.

2.3.6 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.6.1 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.

**2. RULES AND REGULATIONS (Cont'd)**

**2.3 Liability of the Company (Cont'd)**

2.3.7 Service at Outdoor Locations

2.3.7.1 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.

2.3.8 Warranties

2.3.8.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. THE COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OR REPRESENTATION OF ANY KIND ON ITS BEHALF AND THE USER SHOULD NOT RELY ON ANY SUCH STATEMENT.

2.3.8.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.9 Limitation of Liability

2.3.9.1 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. RULES AND REGULATIONS (Cont'd)

### 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 2.4.1.1, 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, non-standard 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. RULES AND REGULATIONS (Cont'd)**

**2.4 Application for Service (Cont'd)**

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:

- (i) The total costs of installing and removing such facilities; or
- (ii) 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.



**2. RULES AND REGULATIONS (Cont'd)**

**2.5 Payment for Service (Cont'd)**

- 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.
- 2.5.4 Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.5.5 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 The Company does not collect Customer deposits.

**2. RULES AND REGULATIONS (Cont'd)**

**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.
- 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).

**2.8 Customer Complaints and Billing Disputes**

- 2.8.1 Customers may notify the Company 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 800-772-4667 for Customers to contact the Company in accordance with COMAR 20.45.04.02.B.
- 2.8.4 The Company will not collect attorney fees or court costs from Customers.

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**2. RULES AND REGULATIONS (Cont'd)****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.
- 2.9.2 A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.9.3 An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.9.4 If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.
- 2.9.5 The Company will normally clear all trouble of an emergency nature at all hours, consistent with the needs of Customers and the personal safety of Company personnel.
- 2.9.6 The Company normally will clear all other trouble calls not requiring unusual repair, such as cable failures, within 24 hours of the report received by the utility, excluding Sundays and Holidays unless the Customer agrees to another arrangement.
- 2.9.7 At the Customer's request, a credit allowance will be given for a continuous interruption of service for a period of twenty-four (24) hours or more after being found or reported.

**2. RULES AND REGULATIONS (Cont'd)**

**2.9 Allowance for Interruptions in Service (Cont'd)**

- 2.9.8 Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.9.9 In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.9.10 No credit allowance will be made for any interruption of service:
- 2.9.10.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
  - 2.9.10.2 due to the failure of power, equipment, systems or services not provided by the Company;
  - 2.9.10.3 due to circumstances or causes beyond the control of the Company;
  - 2.9.10.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
  - 2.9.10.5 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - 2.9.10.6 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
  - 2.9.10.7 that was not reported to the Company within thirty (30) days of the date that service was affected.

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**2. RULES AND REGULATIONS (Cont'd)****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. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

**2.12 Directory Assistance Call Allowance**

Residential Customers shall receive six (6) 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.

**2. RULES AND REGULATIONS (Cont'd)**

**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 ten (10) days in which to remove the cause for denial:

- (i) 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.

**2. RULES AND REGULATIONS (Cont'd)**

**2.14 Termination of Service (Cont'd)**

2.14.2.1 (Cont'd)

- (ii) Failure on Contractual Obligations. For failure of the Customer to fulfill his or her contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
- (iii) Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.
- (iv) Non-payment of Bill.
  - (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 five (5) days, excluding Sundays and holidays in which to make settlement before his service is denied.
  - (2) In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than five (5) days' notice may be given if necessary to protect the Company's revenues.
  - (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.
  - (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. RULES AND REGULATIONS (Cont'd)

### 2.14 Termination of Service (Cont'd)

#### 2.14.2.1 (Cont'd)

- (5) Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- (6) Failure to Pay Increased Deposit Required. For failure of the Customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

#### 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:

- (i) Failure of a prior Customer to pay for service at the premises to be serviced;
- (ii) Failure to pay for a different class of service for a different entity;
- (iii) Failure to pay the bill of another Customer as guarantor of that bill;
- (iv) Failure to pay directory advertising charges;
- (v) Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
- (vi) Failure to pay an outstanding bill that is over seven (7) years old, unless the:
  - (1) Customer signed an agreement to pay the outstanding bill before the expiration of this period;



**2. RULES AND REGULATIONS (Cont'd)**

**2.14 Termination of Service (Cont'd)**

2.14.3.1 (Cont'd)

- (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
- (3) Outstanding bill is for service obtained by the Customer by means of an application made:
  - (a) In a fictitious name,
  - (b) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
  - (c) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
  - (d) 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.

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**2. RULES AND REGULATIONS (Cont'd)****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

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 restoration 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. RULES AND REGULATIONS (Cont'd)**

**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.

**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.

**3. DESCRIPTION OF SERVICES****3.1 General Service Information**

The Company offers local exchange telecommunications services to Customers throughout the State of Maryland. The following Company Services for business and residential Customer and for carriers certificated by the Commission are covered in this Section:

Local Exchange Services	Busy Line Verification and Interrupt Service
--Standard Access Line	Call Blocking Features
--Local Residential Line	Calling Card Services
--Local Business Line	Touch Dial Calling
--Extended and Expanded Area Calling Services	Directory Assistance/Directory Assistance Call Completion
--Private Branch Exchange	Directory Listings
--Direct Inward Dialing Service	Local Number Portability
--Centrex Services	Personalized Telephone Number
--Hunting Service	Custom Calling Features
--Foreign Exchange Service	Maintenance and Installation Charges
Local Calling Plans	Maintenance Visit
Channel Services	Installation/Non-Routine Installation
Operator Services	Order Change
Message Telecommunications Services/Toll Services	Reconnection
911 Emergency Services	Promotional Service Offerings
Miscellaneous Local Features	Local Exchange Service Offerings

**3.1.1 Customer Calling Plans**

- 3.1.1.1 NOS Local Customers in service on or before September 30, 2002, whose services are not part of an unexpired term plan or usage rate guarantee shall receive services pursuant to Rate Plan A in Section 4, *infra*.
- 3.1.1.2 NOS Local Customers in service after September 30, 2002 shall receive services pursuant to Rate Plan B as set forth in Section 4, *infra*.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.2 Local Exchange Services****3.2.1 Standard Access Line**

The Standard Residential or Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. A multi-line subscriber is a Business customer with more than one Line provided by Company. Standard Access Lines enable the customer to:

- (a) place or receive calls to any station in the local calling area, as defined herein;
- (b) access enhanced 911 Emergency Service where available;
- (c) access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- (d) access Operator Services;
- (e) access Directory Assistance;
- (f) place or receive calls to 800 numbers;
- (g) access Telecommunications Relay Service.

The Company's service will automatically block originating calls to other telephone companies' caller-paid information services (e.g., 900, 976) at no charge. Calls to those numbers and other numbers used for caller-paid information services will be unblocked on a per directory number basis only. Subsequent blocking of 900-type numbers will incur a charge listed in Section 4.

**3.2.1.1 Extension Lines**

Extension Line service is an extension of lines at locations in addition to the location of the main line. Extension service is connected to an individual, auxiliary two party or four party line for the same subscriber and with the same telephone number.

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**SECTION 3 - DESCRIPTION OF SERVICES** (Cont'd)**3.2 Local Exchange Services** (Cont'd)3.2.2 Local Calling Services3.2.2.1 Local Residential Line Service

Local Residential Line Service provides Residential Customers 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 Customer's local calling area. Service is provided on a flat or measured use basis and may be provided in conjunction with other services and products included in this Section.

For message rate customers, one message unit applies for each local message to dial tone line lines in the local service portion of the customer's exchange area. For measured rate customers, calls will be billed on a per-minute basis for all calls within the local service portion of the customer's exchange area.

3.2.2.2 Local Business Line Service

Local Business Line Service provides a Business Customer with the ability to originate calls from Company-provided access lines to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area. Service is provided on a flat or measured use basis and may be provided in conjunction with other services and products included in this Section.

For message rate customers, one message unit applies for each local message to dial tone line lines in the local service portion of the customer's exchange area. For measured rate customers, calls will be billed on a per-minute basis for all calls within the local service portion of the customer's exchange area.

3.2.2.3 Private Branch Exchange (PBX)

The Company's PBX Service uses PBX trunks to connect a customer PBX system or other similar equipment to the Company Central Office. Company treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.2 Local Exchange Services (Cont'd)****3.2.2 Local Calling Services (Cont'd)****3.2.2.4 Direct Inward Dialing Service**

Direct Inward Dialing ("DID") Service is an optional feature provided in conjunction with Company-provided PBX Trunks. DID Service permits incoming calls from the exchange network to reach a specific station line without the assistance of an attendant through the use of a seven digit number. DID 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. DID is furnished upon the condition that the customer contract for adequate facilities, e.g., dial tone lines, circuit packs or equivalent, etc, to permit the use of the service without injurious effect on general telephone service. Certain conditions, such as transmission limitations, may require the provision of additional switching equipment on the customer's premises in order to furnish DID service. The Company offers DID services to Customers in minimum blocks of twenty (20) telephone numbers.

Private Line Circuit Mileage is a DID Trunk running from the Central Office to the PBX charged per 1/10 mile.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.2 Local Exchange Services (Cont'd)****3.2.1 Local Calling Services (Cont'd)****3.2.2.5 Centrex Services**

Centrex Service provides the Customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. Centrex Station Lines are provided for connection of Centrex-compatible Customer-provided station sets to the public switched telecommunications network. Each Centrex Station Line may be provided in combination with other Company-provided services including PBX and ISDN.

**(i) Centrex 2100**

2100 is a central office message rate service that is available to customers who are served by compatible electronic type switching equipment where adequate facilities are available. Centrex 2100 includes facilities necessary for intercommunications between the Centrex 2100 service lines within the customer's system and station access to the exchange network.

**(ii) Centrex Return Call**

Centrex Return Call enables a Customer to automatically return the last incoming Call. To return the call, the Customer dials a feature Code and the number is dialed automatically

**(iii) Centrex Custom Pack**

Centrex Custom Pack Service is Centrex Service furnished from compatible electronic type switching equipment located on Telephone Company premises and includes the facilities necessary for intercommunication between Centrex lines within the customer's system, Local Exchange Service (access via assumed dial "9"), direct in-dialing to Centrex lines, identification and billing of outgoing long distance messages by line number where such billing is done by the Telephone Company, Touch-Tone Calling Service, and intercept to the main listed number.



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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.2 Local Exchange Services (Cont'd)****3.2.1 Local Calling Services (Cont'd)****3.2.2.6 Hunting Service**

Hunting Services are optional arrangement available to Customers with two or more line services at the same location, same system. Where facilities permit, lines are arranged so that incoming calls to a busy line overflow to another line in the hunting arrangement. The Company may also offer a hunting service that is activated by the end user.

**3.2.2.7 Foreign Exchange Line Connections**

Foreign Exchange (FX) Line Connection is the connection of a Customer's location to a central office serving an exchange area, within the Customer's LATA, other than the exchange area in which the Customer is located

**3.2.2.8 Dial Tone Line**

A dial tone line is a central office line which provides a customer with access to the telecommunications network and includes Touch Tone Calling Service.

**3.2.2.9 Economy Message Rate Service**

For message rate customers, one message unit applies for each local message to dial tone lines in the local service portion of the customer's exchange area.

**3.2.2.10 Home Business Service Package**

A Home-Business Service package consists of one residence or primary telephone number, one business or dependent telephone number with distinctive ringing and one of eight local calling packages that provide a specified call allowance to be used only in conjunction with Home Business Services. Additional options may be added to the Home-Business Service arrangement, but are not considered part of the Home-Business Service package.

**SECTION 3 - DESCRIPTION OF SERVICES** (Cont'd)

**3.2 Local Exchange Services** (Cont'd)

3.2.3 Local Calling Plans

3.2.3.1 Local Package – Standard Plan

The Local Package – Standard Option provides the flexibility and freedom of unlimited local calling, unlimited local directory assistance, and a choice of up to three calling features.

3.2.3.2 Local Package – Premium Option

The Local Package – Premium Option is an optional residential service package, with two options, which provides customers with a combination of offerings for one flat monthly rate. The Premium Option provides the flexibility and freedom of unlimited local calling and a choice of four or more custom calling services.

3.2.3.3 NOS Major Deal Package

NOS Major Deal Plan is a package of value added services combined into one product offered at a reduced monthly rate to Residential end users. The services included are Call Blocking, Call Forwarding, Caller ID, Caller ID with Name, Call Waiting, Repeat Dialing, Speed Dialing (8 or 30), Three Way Calling and Voice Mail.

**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.3 Channel Services****3.3.1 General Description**

Channel Service consists of two-point or multi-point communications service offerings usually dedicated solely to the use of a particular Customer. Channels are electrical path utilized for transmitting signals, voice, or data communications. Channels are derived in such a manner as the Company may elect and are suitable for the purposes for which they are furnished. While it is contemplated that the Customer may provide the terminal apparatus and wiring (exclusive of the equipment necessary to derive and terminate the channel which is provided by the Company), at the request of the Customer and provided that request is reasonable, termination equipment will be provided by the Company subject to the rates and regulations set forth herein.

Facilities, consisting of channels, termination and arrangements are classified by Series and further classified within each Series by Type. The various Series and Types are described in terms of characteristics and use.

**3.3.2 Channel Termination**

This service allows end users to choose multiple points for termination for a single channel.

**3.3.2.1 CO Loop Chg – 2 Wire**

Provides two channel terminations either in the same wire center, or in different serving wire centers connected by an interoffice channel.

**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.4 Message Telecommunications Service/Toll Services**

Message Telecommunications Service or Toll Service is a communications service which is available for use by Customers twenty-four (24) hours a day. MTS enables a User of an exchange access line to place calls to any station on the public switched telephone network bearing an NPS-NXX designation associated with points outside the Customer's Local Calling Area, but within the boundaries of home LATA.

**3.4.1 Toll Free Service**

A call to a station outside the subscribers local calling area for which the called party pays instead of the calling party.

**3.5 911 Emergency Services**

Emergency Telephone Services allow Customers to reach appropriate emergency services, including: police, fire, and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 call.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.6 Miscellaneous Local Features****3.6.1 Call Blocking Features**

A calling party may block their telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to customer calling features utilizing SS7 technology. Blocking will also prevent call completion through the use of Return Call service. Customers have three blocking options: (1) Per Call Blocking, (2) Per Line Blocking, or (3) Class Call Blocking. These features allow the end-user to automatically block incoming calls from up to six Customer pre-selected telephone numbers (including numbers from which a Customer has just received a call. The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**

**3.8 Miscellaneous Local Features (Cont'd)**

3.6.2 Touch Dial Calling Service

Touch dial calling service provides for the origination of telephone calls through the use of pushbuttons transmitting alternating currents in lieu of rotary dial or push buttons transmitting direct current. The service is furnished for use with individual and two-party central office lines, and with residential exchange service lines. It may be furnished to either one or both subscribers on a two party line. Touch dial calling service requires special central office equipment and will be provided only from central offices where facilities are available.

3.6.3 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.



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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.8 Miscellaneous Local Features (Cont'd)****3.6.4 Directory Listings**

For each Customer of Company-provided 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. Directory listings are provided in connection with each Customer service as specified herein. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made. The following types of listings will be made available: (1) primary; (2) additional; (3) non-published; (4) non-listed; (5) alternate call; and (6) reference. Foreign Listings are listings in an alphabetical directory of an area other than that from which the listed service is furnished.

**3.6.5 Local Number Portability**

Local Number Portability is a service that enable the End User to retain use of the existing local exchange Carrier's number after choosing the Company as its local exchange carrier, provided that the Customer's location remains within the existing rate center after the switch. Where applicable, the Company will assess on End User Customers a monthly fee or fees to recover the Company's costs of porting the Customer's number/s from its existing Carrier to the Company.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.7 Custom Calling Features**

- 3.7.1 Block Back-Enhanced Caller I: Allows a called party to block the display of their number and name on outgoing Calls on a per-Call basis for a fee.
- 3.7.2 Automatic Call Return/\*69: Enables a Customer to automatically return the last incoming Call. To return the call, the Customer dials a feature Code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the Call when the called line is idle.
- 3.7.3 Call Ability: This feature provides remote access to call forwarding.
- 3.7.4 Call Answering Business: This service provides a call answering feature whereby a live assistant answers the call when the called party is unavailable.
- 3.7.5 Call Forwarding: Permits the Customer to forward calls to any telephone number or station in the Customer Group that their station is allowed to call, including voicemail and attendant. This feature may also include the ability to activate from a remote location.
- 3.7.6 Call Forwarding II: Permits the forwarding of incoming calls when the End User's line is busy. The forwarded number is fixed by the end-user's service order.
- 3.7.7 Call Forwarding No Answer: Permits the forwarding of incoming calls when the End-User's line remains unanswered after end user designated number of rings. The number of rings and the forwarded number are fixed by the Customer service order.
- 3.7.8 Caller ID: Allows the number of the calling party to be passed from the telephone company to your telephone between the first and second ring signaling an incoming telephone call and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.9 Custom Calling Features (Cont'd)**

- 3.7.9 Call Intercept: This feature is an enhancement to Caller ID with Name. It allows users to request callers identify themselves prior to answering the incoming call, even when callers are calling from blocked numbers or from numbers that do not send identifying information.
- 3.7.10 Call Return: Enables a Customer to automatically return the last incoming Call.
- 3.7.11 Call Waiting: Permits the end-user engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established. Feature may be used in conjunction with Caller ID (Caller ID Intercept).
- 3.7.12 Class Caller ID/Unidentified Caller Block: A service that block calls from callers who have prevented their name and telephone number from being displayed on a Caller ID display device. A recording instructs callers how to unblock their call.
- 3.7.13 Distinctive Ringing: This feature allows a Customer to have up to three separate telephone numbers which consist of the main telephone number and two additional telephone numbers, associated with one exchange access line. Each telephone number will have a distinctive ring on incoming calls to allow the Customer to identify the incoming call line. If the Customer also subscribes to Call Waiting, a Call Waiting tone is provided for each additional telephone number. All telephone lines must be served by the same Central Office.
- 3.7.14 Remote Call Forwarding/Remote Line Service: An automatic reverse charge exchange service which provides for a Customer to arrange that Customers in the same or a different exchange may call him/her without paying the toll charge between a specified exchange and the Customer's location or asking the operator to assist with or complete the call.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.9 Custom Calling Features (Cont'd)**

- 3.7.15 Speed Dialing (8 or 30): Permits the Customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than complete telephone numbers. The feature is available as an eight code list or a thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one- or two-digit code (for the eight code and thirty code lists, respectively) plus the telephone number.
- 3.7.16 Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- 3.7.17 Ultra Forward: Ultra Forward Service combines Call Forwarding with remote access capability. In addition to the current Call Forwarding feature access method, Ultra Forward Service provides customers access from any Touch-Tone or tone-signaling-capable telephone. The customer will dial a Remote Access Directory Number (RADN) and then be guided by voice prompts to enter required information, including a Personal Identification Number (PIN). Calls forwarded by this feature may be subject to local or long distance message charges as appropriate.
- 3.7.18 Voice Mail: Provides an audio mailbox to record, store, retrieve, review, save and handle audio messages for Customers. The service will greet incoming customers with a personal or standard greeting, and provide audio prompts and personal security codes for Customers and Users of Service. Additional message capacity for the voice mail box may be purchased.
- 3.7.19 Voice Mail Service and Guest: This service provides customers with Call Forwarding, a message indicator, and voice mail box(s).

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.8 Supplemental Equipment****3.8.1 Break Rotary Control Key**

Break Rotary Control Key is furnished to enable customers to stop switching equipment from hunting beyond a designated line in an incoming rotary line group utilizing a control arrangement on the customer's premises and a control channel between the Network Interface and the associated switching equipment located on the Telephone Company's premises. Break Rotary Control Key is furnished only in connection with PBX trunks, individual lines, WATS Toll Free Service access lines, and Centrex lines which are grouped for incoming service.

**3.9 Maintenance and Installation Charges****3.9.1 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

**3.9.2 Standard Maintenance Plan**

Provides the Customer with protection and full coverage at no additional charge in the event of damage to the Customer's inside wiring or telephone jacks.

**3.9.3 Service/Installation Ordering Charge**

This charge applies to receiving, recording and processing Customer requests for work to be done in connection with the same service at the same time at one or more locations of that service. It has three possible application: (1) connection new or additional exchange access lines; (2) move or change existing service and equipment or add new or additional service and equipment other than exchange access; (3) record type only change.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.11 Maintenance and Installation Charges (Cont'd)****3.9.4 Non-Routine Installation**

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

**3.9.5 Premium Maintenance Plan**

Provides the Customer with protection and full coverage at no additional charge in the event of damage to the Customer's inside wiring or telephone jacks

**3.10 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or other financial institution for any reason, the Company may bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

**3.11 Late Payment Fee**

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Customer is in arrears.

**3.12 Equipment**

The Company may make available various types of physical equipment for lease and/or purchase by its customers in the course of conducting its business and providing local exchange telecommunications services to its customers.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)****3.13 Trial Services**

3.13.1 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.

**3.14 Promotional Offerings**

3.14.1 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.

**3.15 Individual Case Basis ("ICB") Offerings**

3.15.1 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.

**4. RATES AND CHARGES**

**4.1 Calculation of Rates**

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon - Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 4.1.2 Timing of calls begins when the User connects to the Network. 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.

**4.2 Local Exchange Service Offerings**

4.2.1 Standard Access Line

	<u>Plan A</u>	<u>Plan B</u>	
Dial Tone Line, per month	\$13.35	\$10.69	(I)
Initial Service Order, per line:	\$16.59	\$13.27	
Measured Rate Service, per line, per month:	\$25.29	\$20.23	(I)

4.2.2 Local Residential Service

<i>Flat Rate Service</i> , per line, per month	\$18.83	\$15.07	(I)
Additional Line, per month	\$28.45	\$22.76	
<i>Message or Measured Rate Service</i>			
per line, per month:	\$4.57	\$3.65	
Additional Line, per month	\$29.87	\$23.89	(I)

4.2.3 Local Business Line Service

<i>Message or Measured Rate Service:</i>			
Monthly recurring charge, per line:	\$25.29	\$20.23	(I)
Additional Line, per month	\$29.87	\$23.89	(I)

4.2.4 Private Branch Exchange (PBX)

PBX Line-Business-measured	\$29.87	\$23.89	(I)
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**SECTION 4 – RATES AND CHARGES (Cont'd)**

<b>4.2</b>	<b>Local Exchange Service Offerings (Cont'd)</b>	<b><u>Plan A</u></b>	<b><u>Plan B</u></b>	
4.2.5	<u>Direct Inward Dial Service</u>			
	Private Line Circuit Mileage			Future Service-Not Currently Offered
4.2.6	<u>Centrex Services</u>			
	Centrex Caller	\$7.60	\$6.08	(I)
	Centrex Unrestricted	\$15.16	\$12.12	
	Centrex Custom Pack line Restricted	\$47.80	\$38.23	
	Centrex Station Line	\$46.28	\$37.02	
	Common Equipment Centrex	\$79.07	\$63.25	
	Custom Flex 200			
	Centrex Return Call	\$2.85	\$2.28	(I)
4.2.7	<u>Hunting Service</u>			
	End User Activated	\$0.99	\$0.78	(I)
4.2.8	<u>Foreign Exchange Service</u>			
	Per monthly charge	\$63.35	\$32.97	(I)
	FX Line Connection Initial Charge	\$17.12	\$13.68	(I)
4.2.9	<u>Economy Message Rate Service</u>			
	Message rate		65 message units	
	Message rate	\$9.36	\$7.49	(I)
	Message rate per message over 65	\$1.46	\$1.18	(I)
4.2.10	<u>Home Business Service Package</u>			
	Per monthly rate	\$15.22	\$12.17	(I)

**SECTION 4 – RATES AND CHARGES (Cont'd)**

4.2.11 Local Calling Plans

	<u>Plan A</u>	<u>Plan B</u>	
Local Package – Standard Option Per monthly charge	\$36.69	\$29.35	(I) 
Local Package – Premium Option Per monthly charge	\$40.48	\$32.38	 (I)

4.2.12 NOS Major Deal Package

Per monthly charge	\$50.52	\$40.41	(I)
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**4.3 Channel Services**

Channel Termination, per path	\$51.17	\$40.93	(I)
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**4.4 Message Telecommunications Service/Toll Services**

Toll Free STD	\$18.96	\$15.17	(I)
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**4.5 911 Emergency Services**

Customers may be assessed a recurring monthly line item fee to compensate the County 911 Public Safety Board for the provision of 911 services. This fee may vary, depending on the vicinity in which the Customer is located. Where applicable, the Company will remit this fee to the appropriate 911 authority.

**SECTION 4 – RATES AND CHARGES (Cont'd)**

<b>4.6</b>	<b><u>Miscellaneous Local Feature Charges</u></b>	<b><u>Plan A</u></b>	<b><u>Plan B</u></b>	
4.6.1	<u>Call Blocking Features</u>			
	Selective Call Rejection	\$5.71	\$4.57	(I)
4.6.2	<u>Directory Assistance</u>			
	Per Call	\$1.97	\$1.58	(I)
4.6.3	<u>Directory Listings</u>			
	Per Additional Listing, per month	\$1.66	\$1.33	(I)
	Per Additional Business Listing, per month	\$4.62	\$3.70	
	Non-Published, per month	\$2.29	\$1.84	(I)
4.6.4	<u>Local Number Portability</u>			
	Service Charge, per month, per line:	\$0.44	\$0.35	(I)

**SECTION 4 – RATES AND CHARGES (Cont'd)**

<b>4.7</b>	<b><u>Custom Calling Features</u></b>	<b><u>Plan A</u></b>	<b><u>Plan B</u></b>	
4.7.1	<u>Recurring Charges:</u>			
	Anonymous Call Rejection	\$3.80	\$3.04	(I)
	Call Ability	\$9.49	\$7.59	
	Call Answering Business	\$10.29	\$8.23	
	Caller ID	\$13.52	\$10.81	
	Call Forwarding	\$6.33	\$5.14	
	Call Intercept	\$6.25	\$4.99	
	Call Return	\$7.12	\$5.70	
	Call Waiting	\$6.34	\$5.07	
	Distinctive Ringing	\$7.12	\$5.70	
	Remote Call Forwarding/Remote Line Service	\$31.86	\$25.48	
	Repeat Dialing	\$2.70	\$2.16	
	Speed Dialing (8)	\$7.98	\$6.38	
	Speed Dialing (30)	\$7.98	\$6.38	
	Three Way Calling	\$6.33	\$5.06	
	Ultra Forward	\$9.49	\$7.59	
	Voice Mail (Home)	\$7.12	\$5.70	
	Voice Mail Box	\$18.98	\$15.18	(I)

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

<b>4.8</b>	<b><u>Miscellaneous Service Charges</u></b>	<b><u>Plan A</u></b>	<b><u>Plan B</u></b>	
4.8.1	<u>Break Rotary Control Key</u>	\$53.77	\$43.01	(I)
4.8.2	<u>Standard Maintenance Plan</u>			
	monthly per line	\$3.61	\$2.88	(I)
4.8.3	<u>Inside Wire Maintenance</u>			
	Plan, monthly per line	\$5.46	\$4.37	(I)
4.8.4	<u>Premium Maintenance Plan</u>			
	Monthly Charge	\$6.25	\$4.99	(I)
4.8.5	<u>Non-Routine Installation</u>			
	Per installation	ICB		
4.8.6	<u>Bad Check Charge</u>			
	Per returned check:	\$31.63	\$31.63	(I)

**SECTION 4 – RATES AND CHARGES (Cont'd)**

**RESERVED FOR FUTURE USE**

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## 5. INTRALATA TOLL PRESUBSCRIPTION

### 5.1 General

IntraLATA toll presubscription is a procedure whereby an end user or Pay Telephone Service Provider may select and designate an IntraLATA Toll Provider (“ITP”) to access IntraLATA toll calls without dialing an access code. The end user or Pay Telephone Service Provider 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 or Pay Telephone Service Provider 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 of Pay Telephone Service Provider 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 Telephone Company permitting access to that carrier by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider 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 Telephone Company at least twenty days prior to the IntraLATA toll-presubscription-conversion 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 or Pay Telephone Service Provider is subject to the terms and conditions in Section 5.2.

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## 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

### 5.2 Presubscription Charge Application

#### 5.2.1 90-Day Initial Free Presubscription choice for Existing Users

Existing end users or Pay Telephone Service Providers may exercise an initial free presubscription choice, either by contacting the Telephone Company, or by contacting the ITP directly. The initial free choice must be made within ninety days following implementation of IntraLATA toll presubscription. End user or Pay Telephone Service Provider choices that constitute exercising the free choices are:

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.

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 Telephone Company.

Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.6.1 following.

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

New end users (including an existing Customer who orders an additional line) or Pay Telephone Service Providers who subscribe to service after the presubscription implementation date will be asked to select a primary ITP when they place an order for Telephone 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 or Pay Telephone Service Providers is the period within thirty days of installation of the new service.



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## 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

### 5.2 Presubscription Charge Application (Cont'd)

Initial free selections available to new end user or Pay Telephone Service Providers 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 Telephone 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 5.6.1 following.

#### 5.2.3 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 as specified in 5.6.1.

#### 5.2.4 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 or Pay Telephone Service Providers who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users or Pay Telephone Service Providers 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. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**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 Telephone 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 Telephone 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:

- (i) The Customer’s billing name and address and each telephone number to be covered by the PIC change order;
- (ii) The decision to change the PIC to the ITP; and
- (iii) The Customer’s understanding of the PIC change fee; or

**5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy (Cont'd)**

- 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 (if issued) 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.

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## 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

### 5.4 IntraLATA Preferred Carrier Freeze Selection

The Company will offer a preferred carrier freeze option to all Customers on a nondiscriminatory basis regardless of the Customer's carrier selection at no charge to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end users request a change in carrier.

End users may request a preferred carrier freeze on their IntraLATA toll service as a means of protection from unauthorized IntraLATA PIC changes. The Company will only accept preferred carriers freezes either orally or in writing from end users. The preferred carrier freeze will be offered on a per line basis.

The Federal Communications Commission and the Maryland Public Service Commission accepted the use of three-way calls to remove PIC freezes when the Customer's IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for PIC changes of the Federal Communications Commission (e.g., independent 3<sup>rd</sup> party verification, written letter of agency from Customer, electronic authorization) and the Maryland Public Service Commission (if issued). The carriers will impose and/or lift preferred carrier freeze request in accordance with Chapter 1 of Title 47 of the Code of Federal Regulation, Section 64.1190

The Customer owns the exclusive right to select the PIC freeze option on a per line basis, and may choose to unfreeze their PIC at any time in order to migrate from one carrier to another at any time. There is no reason a carrier may refuse to remove a PIC freeze from the line of a Customer who has stated their intent to select a different carrier.

#### Marketing of PIC Freeze Option

The Company will not market the PIC freeze option to Customers within a 90-day period after implementation, i.e., 90 days following the Effective Date of this tariff. However, the freeze option is available during that period on Customer request.

**5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)****5.5 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. Notification will not contain information on PIC-freeze service.

**5.6 Rates and Charges**

5.6.1	Charge for ITP Carrier Change	\$ 6.33	(I)
5.6.2	Charge for Switchback Carrier Change	\$ 6.33	(I)

**6. PROMOTIONAL, SPECIAL SERVICES AND TELECOMPETITIVE SERVICE OFFERINGS**

**6.1 Customer Loyalty Plan**

Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth herein will receive a credit on either their 4, 6<sup>th</sup> or 9<sup>th</sup> invoice as selected by Customer upon service initiation and as provided following.

6.1.1 For each three, five or eight invoices (for credit months 4, 6 and 9, respectively) of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

6.1.2 To be eligible for the 4<sup>th</sup>, 6<sup>th</sup> or 9<sup>th</sup> invoice free bonus, each Customer must:

6.1.2.1 have initiated service;

6.1.2.2 have no record of nonpayment in any of the preceding consecutive twelve-month period of service;

6.1.2.3 have received eight consecutive and uninterrupted invoices over the preceding eight-month period;

6.1.2.4 have selected the 9<sup>th</sup> invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and

6.1.2.5 pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated preceding