

**ARMSTRONG TELEPHONE COMPANY**

TITLE PAGE

OF

RATES, RULES, AND REGULATIONS FOR FURNISHING

TELEPHONE SERVICE

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF MARYLAND

## CHECK SHEET

Pages 1 through 80 inclusive of this Tariff are effective as of the date shown at the bottom of the respective pages. Original and any revised pages, as indicated below, are currently in effect as of the date shown on the bottom of this page.

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**EXPLANATION OF SYMBOLS**

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (S) Indicates Reissued Regulation
- (T) Indicates Change of Text Only
- (Z) Indicates a Correction

## TARIFF FORMAT

- A. Page numbering - Page numbers appear in the upper right hand 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, new pages added between pages 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 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Commission allows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence -There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:  
2  
2.1  
2.1.1.  
2.1.1.A.  
2.1.1.A.1  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).I.  
2.1.1.A.1.(a).I.(i).  
2.1.1.A.1.(a).I.(i).(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 contained in the tariff, with a cross reference to the current revision number. When new pages are added the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**Section 1 - APPLICATION OF TARIFF****1.1 Application of Tariff**

This Tariff sets forth the regulations and rates applicable to services provided by Armstrong Telephone Company (hereinafter Armstrong or Company as follows.)

The furnishing of intrastate communications services by virtue of one-way and/or two way information transmission between points within a Local Calling Area, within the State of Maryland. Company may offer these services over its own or resold facilities.

**1.1.1 Service Territory**

The Company will provide service in the State of Maryland.

**1.1.2 Availability**

Service is available within the Service territory only where facilities and Company existing capabilities permit. Service may be subject to the limitations of the underlying carrier (if any), limitations imposed as a result of Interconnection Agreements or other carrier to carrier agreements of which the Company is a party, or limitations as outlined below, or as otherwise determined in the Company's sole discretion.

**1.1.3 Contacting the Company and the Maryland Public Service Commission**

For purposes of all customer contact, including inquiries from existing and potential customers as to service availability, service descriptions, new service orders, repair and maintenance, or provisions for accepting collection calls, the Company may be contacted as follows:

Attention: Customer Service  
Armstrong Telephone Company Maryland  
122 South Queen Street  
Rising Sun, MD 21911  
Telephone: 410-658-5511

The Maryland Public Service Commission may be contacted as follows:

William Donald Schaefer Tower  
6 St. Paul St., 16th Floor  
Baltimore, MD 21202  
(410) 767-8000  
MD Toll Free: 1-800-492-0474



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## Section 2 - DEFINITIONS

Accessories: Devices which are mechanically attached to, or used with, the facilities furnished by a telephone company and which are independent of, and not electrically, acoustically, or inductively connected to the conductors in the communications path of a telephone company's facilities.

Additional Listing: Any listing of a name or other authorized information in connection with a customer's telephone number in addition to that to which he is entitled in connection with his regular service.

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

Applicant: An individual or concern making application to the Company for communications service under this tariff.

Application: Refers to an application made by a prospective Subscriber to the Company under which services for communication between specified locations, for designated periods, and for the use of the Subscriber specifically named in the application are to be furnished in accordance with the provisions of this tariff.

Authorized User: A person, firm or corporation, which is authorized by the Subscriber to be connected to the service of the Subscriber. An authorized user must be specifically named in the application for service.

Bandwidth: A defined range of frequencies.

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

Bridging Arrangements: The physical equipment needed in a telephone company's central office to meet specified transmission and signaling criteria.

Building Channel: The inside wire used to connect two or more stations within the same building or to connect a station to station connection location.

Business Service: Telecommunications service provided a customer where the actual or obvious predominant use is of a business, professional, institutional or otherwise occupational nature.

Central Office: The central office which serves the subscriber's location.

Channel: A path for communication between two or more stations, or central offices, furnished in such a manner as the Company may elect, whether by wire, carrier, microwave, radio or a combination thereof, and whether or not by a single physical facility or route.

Channel Terminal: Provides for equipment required to terminate an interexchange channel at each rate center central office.

Circuit: A channel used for the transmission of electrical energy in the furnishing of telephone and other communications services.

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Section 2 - DEFINITIONS (cont'd)

Collect Call: The term "Collect Call" denotes the procedure by which calls, upon request, may be reversed, that is, charged to the called station, provided the charges are accepted at the called station.

Commission: Maryland Public Service Commission.

Communications Services: The Company's intrastate communications services offered under this tariff.

Company: Armstrong Telephone Company, also referred to as Armstrong.

Company Network: The array of communications services which the Company has purchased from an Underlying Carrier and uses to provide services to Subscribers under this tariff.

Connecting Arrangement: Denotes equipment provided by a telephone company to accomplish the direct electrical connection of Subscriber-provided facilities with the facilities of the telephone company.

Connecting Company: A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

Construction Charge: A separate non-recurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the exchange tariffs.

Contract: The agreement between a customer and the Company under, which service and facilities will be provided in accordance with the applicable provisions of this tariff.

Customer: The person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service and compliance with the terms and conditions of this tariff.

Customer Premises Equipment: Equipment provided by the Customer or any party other than the Company that is located on the Customer's premises and is connected to the Company's network.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Direct Inward Dialing (DID): Routes incoming calls directly to stations.

Directory Listing: A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

Drop Wire: That portion of a circuit between the pole line or cable distributing point and the building in which the station or switchboard is located.

End Office: The switching system office or serving wire center where loops are terminated for purposes of interconnection to each other and/or to trunks.

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Section 2 - DEFINITIONS (cont'd)

Entrance Facilities: Facilities extending from the point of entrance on private property to the premises on which service is furnished.

Equipment Work Charge: A Service Charge listed with a specific item of equipment.

Exchange: A unit established by the Telephone Company for the administration of telecommunications service in a specified area for which a separate local rate schedule is provided. The area usually embraces a city, town, or village and its environs. It consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

Exchange Access Line: The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

Extension Line: A circuit connecting a primary, station with an extension, station or a circuit connecting a private branch exchange station with a private branch exchange switchboard. An extension line may terminate on a key in lieu of an instrument.

Facilities: All the plant and equipment of the Company and all instrumentalities owned, operated, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

FCC: Federal Communications Commission.

Foreign Central Office: Any central office other than that which serves the area in which the customer is located.

Foreign Exchange Service: Telecommunications exchange service furnished to a customer through a central office of an exchange other than the exchange regularly serving the area in which the customer is located.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Individual Line: A single circuit furnished by the Company, for rendering exchange service, providing for the connection of one main station to the telecommunications network. (Not a private branch exchange trunk line)

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

Initial Service Period: The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time. Unless otherwise specified, the minimum contract period is thirty (30) days.

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Section 2 - DEFINITIONS (cont'd)

Installation Charge: A non-recurring charge made at the time of installation of telecommunications equipment, which may apply in place of or in addition to Service Charges and other applicable charges for service or equipment.

Interface: The point on the premises of the Subscriber where provision is made to terminate provided by a telephone company. At the interface the transmission path may be 2 wire or 4 wire as specified for the various channels required.

Interoffice Channel: Provides for facilities to connect two different serving central offices for intraexchange services.

Interrupted Service: That portion of service provided to a Subscriber or Authorized User for which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

Kbps: Kilobits per second, denotes thousands of bits per second.

Key System: An arrangement of key system equipment capable of providing intercommunication and multi-trunk communication among the associated stations and providing for communication with the general exchange and interchange systems.

Key System Trunk: Circuit connecting key system equipment with a central office.

LATA: Local Access and Transport Area. The area within which the Company provides local and long distance (intraLATA) service. For call to numbers outside this area (inter LATA) service is provided by interexchange long distance companies.

Local Call: A call between telephones within a local calling area.

Local Calling Area: The area within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Service: Telephone exchange service within a local calling area.

Local Service Area: The area within which telecommunications service is furnished under a specific schedule of rates without the application of specific charges for each message.

Local Service Charge: The charge for furnishing facilities to enable a customer to send and receive telecommunications within the local service area. This local service calling area may include one or more exchange service areas.

Long Distance Message: A message between stations in different exchange areas and furnished under the provisions of Message Toll Telephone Service.

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

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Section 2 - DEFINITIONS (cont'd)

Message: A completed customer call.

Mileage: The measurement upon which charges are computed for foreign exchange, extension, tie, loop, and private lines and for lines serving exchange stations located outside the base rate area or outside the central office area of the serving central office.

Network: The facilities of an Underlying Carrier.

New Subscriber: Applicants having no basic monthly service or those subscribers changing service premises.

Non-Recurring Charges: Charges to the Subscriber for services and equipment assessed by the Company once usually at the origination or termination of services and equipment.

Origination Point: The point of demarcation between the Company's facilities and those of the Customer.

PBX: An abbreviation for private branch exchange.

Private Branch Exchange: An arrangement of equipment consisting of switching apparatus with attendants' telephone, trunks to a central office and stations connected with the switching apparatus, providing for intercommunication between these stations and communication with the general exchange and interexchange systems. Throughout this tariff, the commonly used abbreviations, "PBX, PABX, EPABX," will be substituted for the words Private Branch Exchange, Private Automatic Branch Exchange, and Electronic Private Automatic Branch Exchange, respectively.

- A. PBX Trunk: A circuit connecting a PBX system with a central office.
- B. PBX Station: Any station (including the operating set or sets) connected with a PBX system.

Premises: The space occupied by a Customer in a building or buildings or contiguous property.

Private Line: A circuit provided to furnish communication among two or more instrumentalities directly connected to it. Such instrumentalities do not have direct access to the general and interexchange networks.

Rate Center: For private line service, denotes a specified geographical location, generally a main central office of an exchange from which mileage measurements are made for the application of interexchange mileage rates.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, which continues for the agreed-upon duration of the Service.

Residence Service: Telecommunications service furnished to customers when the actual obvious use is for domestic purposes.

Section 2 - DEFINITIONS (cont'd)

Services: The services, or combination thereof, offered by the Company and contained in this Tariff.

Service Order: The request for Company Services submitted by the Customer in the format devised by the Company. The submission of a Service Order by the Customer and confirmation thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Central Office: The central office from which local service is furnished.

Special Facilities: Any facilities, goods, supplies, products, equipment, fixtures or other installation specifically installed or constructed for Customer by Company pursuant to a negotiated agreement between Company and Customer.

Subscriber: See Customer.

Telephone Service: Any telecommunications service provided by the Telephone Company for the customer's use.

Termination Point: The demarcation point between Company's facilities and the Customer's facilities.  
Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer.

Toll Call: A telephone call to a station outside the subscriber's local calling area for which a specific charge applies.

Toll Line: A circuit used exclusively for the transmission of messages between points located in different exchange areas where specific charges for each such message are applicable.

Toll Message: A message between stations in different exchange areas and furnished under the provisions of Message Toll Telephone Service.

A. PERSON TO PERSON TOLL MESSAGE - A toll message in which the user stipulates a desire for communication with a specified person or extension station at a specified location.

B. STATION TO STATION TOLL MESSAGE - A toll message in which the user stipulates a desire for communication only with a specified telephone or switchboard.

C. COLLECT MESSAGE - A toll message in which the user stipulates that the called party accept and pay all charges associated with the message.

D. THIRD NUMBER MESSAGE - A toll message in which associated charges are billed neither to the calling party nor to the called station, but rather to a station not involved in the message.

Section 2 - DEFINITIONS (cont'd)

Toll Rate: The initial period charge prescribed for toll messages sometimes based upon a minimum initial period and distance between exchanges.

Toll Service: Toll service (Long Distance Service) is that part of the total telephone service rendered by the Company which is furnished between customers in different exchange areas in accordance with the rates and regulations specified in the Company's Message Toll Telephone Tariff.

Trunk Line: A telephone circuit between two central office units or between a private branch exchange and a company central office.

Section 3 - GENERAL RULES AND REGULATIONS

3.1 RULES AND REGULATIONS

3.1.1 Undertaking of the Company

The Company undertakes to furnish Services in accordance with the terms and conditions set forth in this tariff.

3.2 Prohibited Uses

A. The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.

B. The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

C. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.

D. The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.

E. The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

F. A Customer shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the prior written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.



Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.3 Obligations of the Customer

The Customer shall be responsible for:

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the non-compliance by the Customer User with the provisions of this tariff; or by fire or theft or other casualty on the premises of the Customer unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises, and providing the level of power, heating and air conditioning necessary to maintain the proper environment on such Premises;
- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- F. 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 Company facilities and equipment in any Premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of Service as stated herein, removing the facilities or equipment of the Company.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

## 3.3 Obligations of the Customer (cont'd)

G. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

H. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's Services or from the locations of such equipment and facilities.

I. Providing, operating and maintaining Customer provided equipment on the Premises. Conformance of Customer provided premises equipment with part 68 of the FCC Rules is the responsibility of the Customer. No equipment, apparatus, circuits or device shall be attached to, or connect with, facilities furnished by the Company, whether physically, by induction, or otherwise which will not meet the requirements of the Company. The Company shall have the right to disconnect any such unapproved attachment or connection, or to suspend the service during its continuance, or to terminate the service.

## 3.4 Liability of the Company

A. The Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities furnished under this tariff.

B. The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, tortuous conduct or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall not exceed an amount equivalent to the proportionate charge for the affected service or facility for the period of such impairment. Such allowance for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, incidental, exemplary or punitive damages a Customer may suffer, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection the Services, related products, or documentation, even if the Party has been advised, knew or should have known of the possibility of such damages, except when caused by the gross negligence or willful misconduct of the Company's employees or agents.

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Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.4 Liability of the Company (cont'd)

C. Without limiting the provisions of this section, the total liability of the Company to the Customer in contract, warranty, tort or otherwise (including strict liability, misrepresentation, and breach of statutory duty) is limited to the lesser of: (a) direct damages proven by the Customer; or (b) the aggregate amounts due from Customer to Company the six months prior to accrual of the latest cause of action for which the limitation of liability under this clause is being calculated (excluding amounts for equipment and the Services of the Company).

D. The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

E. The Company is not the manufacturer of the Customer Premises Equipment ("CPE") or the owner of any third party Software provided for use with the CPE, which CPE and Software comprising the System are provided hereunder pursuant to the standard terms and conditions of the respective third party manufacturer of the CPE, licensor and/or owner(s) of the Software. Except for such manufacturers', licensors', or owners' indemnities applicable to the CPE and/or Software that the Company is authorized to pass through for the benefit of Customer, which such indemnities the Company hereby agrees to pass through to Customer, the CPE, including Software used therewith, is provided to Customer on an AS IS basis, without any express or implied warranties of any type, and without any obligation to defend or indemnify for any infringement.

F. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.

G. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.4 Liability of the Company (cont'd)

H. Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.

I. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

J. The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.

K. The Company shall not be liable for any damages resulting from delays in meeting any Service dates.

L. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Service.

M. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS FOR ITS SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR NONINFRINGEMENT OF THIRD PARTIES, EXCEPT THOSE EXPRESSLY SET FORTH THEREIN.

N. Acceptance of the provisions of Section 3.4 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.

O. No cause of action, howsoever arising, may be asserted by any Party against another, than to the extent permitted by law.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

## 3.4 Liability of the Company (cont'd)

P. The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company. 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.

Q. Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

## 3.5 Service Connections and Customer Equipment

## 3.5.1 General

A. All Service along the facilities between the point identified as the origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

B. Customer shall allow Company continuous access and right-of-way to Customer Premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of Services, equipment, facilities and systems relating to this tariff. Customer shall provide Company with such facilities and information as the Company may reasonably require to perform its obligations or exercise its rights under this Tariff.

C. The Company may undertake to use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

D. The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.5 Service Connections and Customer Equipment (cont'd)

3.5.1 General (cont'd)

E. Title to all facilities (except such equipment and/or facilities as are sold to or independently provided by a Customer), including terminal equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the Premises of Customer shall be provided by and maintained at the expense of the Customer.

F. Equipment the Company provides or installs at the Customer's Premises for use in connection with the Services shall not be used for any purpose other than that for which the Company provided it.

G. The Company shall not be responsible for the operation or maintenance of any Customer provided communications equipment. The Company may install certain Customer provided communications equipment upon installation of Service; unless otherwise agreed by the Company in writing, Company shall not thereafter be responsible for the operation or maintenance of such equipment. Where such equipment is connected to the facilities furnished -pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:

- 1) The proper origination of signals by Customer provided equipment or for the quality, or defects in, such signals; or
- 2) The reception of signals by Customer provided equipment.

H. The Customer may be responsible for the payment of service charges for visits by the Company's agents or employees to the Premises when the Service difficulty or trouble report results from the improper or inappropriate use of equipment or facilities by the Customer.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

## 3.5 Service Connections and Customer Equipment (cont'd)

## 3.5.1 General (cont'd)

I. In the event Company places Company equipment on Customers' premises for the purpose of furnishing service under this tariff, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company's equipment caused or related to such unauthorized operation or maintenance of Company's equipment upon receipt by Customer of a Company invoice therefore. In no event shall Company be liable to Customer or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper or inappropriate use of Company provided equipment.

J. Customer agrees to allow Company to remove all Company-provided equipment from Customer's premises:

- 1) upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
- 2) for repair, replacement or otherwise as Company may determine is necessary or desirable.

K. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

L. The Customer is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.5 Service Connections and Customer Equipment (cont'd)

3.5.1 General (cont'd)

M. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customers expense.

3.5.2 Limitation of Service Equipment or Facilities

A. Service is offered subject to the provisions of this tariff and the availability of the necessary facilities and/or equipment, and is limited to the ongoing availability and capacity of the Customer's facilities as well as the facilities the Company may require from other carriers to furnish Service. The Company may decline Service Orders to or from a location where, in the Company's sole discretion, the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this tariff.

B. The Company reserves the right to discontinue or limit Service on 10 days written notice when necessitated by conditions beyond its control, or when Service is used in violation of provisions or non-compliance of this tariff or the law.

C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

D. The Company reserves the right to discontinue Service, limit Service, or to impose requirements on 10 days written notice as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.

E. The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.



Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

## 3.5 Service Connections and Customer Equipment (cont'd)

## 3.5.3 Network Interface

The network interface is the Company-provided interface terminating the telecommunications network, on the property where the customer's service is located, at a point determined by the Company. The network interface is a FCC Part 68 registered device from which customer inside wire may be connected to the Company's network.

All wiring on the customer's premises that is connected to the telecommunications network shall connect to the Company's network through the Company provided network interface. The Company is responsible for maintenance of the network interface. The network interface used for the termination of CPE shall be located outside the customer premises unless an outside location is impractical or the customer requests that it be located inside the premises. For installation in multi-story or multi-company buildings, the network interface shall be located at a point between the CPE and the telephone company network. This location may be the telecommunications equipment room, wiring closet, inside or outside the customer premises, or other designated location that is accessible to the Company. If a Customer requests that the network interface be placed in a location other than that selected by the Company the customer must pay any additional expense associated with placing the network interface in the location requested by the customer.

## 3.5.4 Maintenance Visit Charge

Where a network interface exists, if the Company is able to test for Dial Tone and the problem proves to be beyond the network interface (Within Customer premises) a maintenance charge may be applicable. In the event there is no network interface and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases where the Customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company no maintenance charge will be applicable regardless of the dial tone test results or whether a network interface exists or not.

## 3.6 Payment and Rendering of Bills

## 3.6.1 Deposits

A. The Company agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.6 Payment and Rendering of Bills (cont'd)

3.6.1 Deposits (cont'd)

B. In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:

- 1) was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
- 2) does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
- 3) did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
- 4) did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

C. The Company agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.

D. In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:

- 1) was a customer of a Maryland utility within the preceding 2 years;
- 2) does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
- 3) did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
- 4) did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.

E. Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.

F. Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

## 3.6 Payment and Rendering of Bills (cont'd)

## 3.6.2 Billing Procedures

A. The Company shall bill all charges incurred by and credits due to the Customer. Such bills are due on or before the 20<sup>th</sup> day after the date of issuance thereof, regardless of the media utilized. The Company shall bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.

B. The Company shall bill for all Services rendered within ninety (90) days of when those Services are provided.

C. All bills for Service provided to the customer by the Company are due by the 20<sup>th</sup> day after the date of issuance. The Customer's bill will show the date on which the bill is delivered to the U.S. mail or delivered to the customer's premises as well as the date by which the payment must be received to avoid late payment charges. Payment for current service shall not be considered overdue, if payment is received by the Company within 20 days from the mailing date or delivered date of the bill. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B.

D. Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state 911 taxes, LNP, TRS fees and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company, (excepting Company's income taxes). Such items shall be separately stated on the Customer's invoice.

E. For Returned Checks: The Customer will be assessed a returned check charge of **\$25.00** for each check submitted by the Customer to the Company that a financial institution refuses to honor. This charge is inclusive of the bank fee plus a reasonable Company administrative fee.

F. 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.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

## 3.6 Payment and Rendering of Bills (cont'd)

## 3.6.3 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. Customers may notify the Company of billing or other disputes either orally or in writing. There is no time limit for submitting disputes. The Customer shall submit all documentation as may reasonably be required to support the claim. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with this Commission. The Company toll free number is 844-591-2861. The current address for filing Complaints is:

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

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

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply. Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute. The Company will not collect attorney fees or court costs from customers.

## 3.6.4 Discontinuance and Restoration of Service

## 3.6.4.1 Cancellation by the Company

A. The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

- 1) 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) Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.6 Payment and Rendering of Bills (cont'd)

3.6.4 Discontinuance and Restoration of Service (cont'd)

3.6.4.1 Cancellation by the Company (cont'd)

- 3) Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
- 4) Non-payment of Bill. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
- 5) Non-payment of Bill. In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
- 6) Non-payment of Bill. 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.
- 7) 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.
- 8) Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 9) 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.

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

- 1) Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 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.
- 3) Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 4) Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 5) Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

## 3.6 Payment and Rendering of Bills (cont'd)

## 3.6.4 Discontinuance and Restoration of Service (cont'd)

## 3.6.4.1 Cancellation by the Company (cont'd)

C. This regulation applies to both residential and nonresidential classes of service. The following may not constitute cause for refusal of service to a present or prospective customer:

- 1) Failure of a prior customer to pay for service at the premises to be serviced;
- 2) Failure to pay for a different class of service for a different entity;
- 3) Failure to pay the bill of another customer as guarantor of that bill;
- 4) Failure to pay directory advertising charges;
- 5) Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
- 6) Failure to pay an outstanding bill that is over 7 years old, unless the:
  - a. Customer signed an agreement to pay the outstanding bill before the expiration of this period;
  - b. 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
  - c. Outstanding bill is for service obtained by the customer by means of an application made:
    - i. In a fictitious name,
    - ii. In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
    - iii. In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
    - iv. Without disclosure of a material fact or by misrepresentations of a material fact.

## 3.6.4.2 Resumption of Service

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion and Customer pays a deposit in accordance with Section 3.6.1 at Company's discretion. All applicable nonrecurring charges shall apply when services are restored.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

## 3.7 Interruptions of Service and Credit Allowances

A credit allowance will be given on a per line basis for service interruptions, defined as any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment attached thereto is out of service, except as specified below. Out of service conditions are defined as complete loss of data or voice transmission capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer and shall be expressly indicated on the next bill to the Customer. An interruption period begins when the Customer reports a malfunction in Service to the Company. A malfunction period ends when the affected line and/or associated equipment is fully operative, and restored to the customer.

## A. Credit allowances do not apply to interruptions:

- 1) caused by the Customer or any third party;
- 2) due to failure of power or equipment provided by the Customer or others;
- 3) during any period in which the Company is not given access to the Premises;
- 4) due to scheduled maintenance and repair; or
- 5) due to Acts of God or other events listed in section 3.4(C) preceding.

## B. Interruptions over Twenty-Four (24) Hours

Service interruptions over twenty-four (24) hours will be credited a proportionate charge to the customer.

## 3.8 Use of Service by Others

All Service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of Service (except in the case of a merger or sale of substantially all the assets of Customer) without the express prior written consent of the Company, and then only when such transfer or assignment can be accomplished without interruption of the use or change in the location of Service. All terms and conditions contained in this tariff shall apply to any and all such transferees or assignees. The Customer shall, unless otherwise expressly agreed by the Company in writing, remain liable for the payment of all charges due under this tariff or any applicable agreements.

Customers may not share or resell business Service with others.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.9 Terms and Conditions

The Company shall have no responsibility with respect to billings, charges, or disputes related to Services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the appropriate service provider.

3.10 Application for Service

Customers desiring to obtain Service must complete an application for service in the form and format specified by the Company. Once completed, a service order will be issued.

3.10.1 Cancellation of Application for Service

If a Customer cancels a Service Order after Company has commenced installation of Service, a cancellation charge may apply.

3.10.2 Cancellation of Service

Subject to cancellation charges referenced herein, the Customer may have Service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the effective cancellation of Service.

3.11 Non-Routine Installation

It is possible that at times installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company may apply.



Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

## 3.12 Maintenance and Testing

A. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

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

## 3.13 Emergency Service (E/911)

A. Enhanced 9-1-1 service or "E-911" is a service consisting of telephone network features and Public Safety Answering Points (PSAPs) provided for Customers to reach a PSAP by dialing the digits "9-1-1." Such service automatically directs 9-1-1 emergency telephone calls to the appropriate PSAPs by selective routing based on the geographical location from which the emergency call originated and provides the capability for Automatic Number Identification and Automatic Location Identification features.

B. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment and facilities.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.13 Emergency Service (E/911) (cont'd)

C. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Enhanced 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Enhanced 911 Service, and which arise out of the negligence or other wrongful act of the Company, the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

D. A 911 tax will be billed to the Customer as shown in 3.6.2.D, when imposed by the local government of the service address of the Customer.

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Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

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3.15 700/900 Blocking Options

700/900 Blocking Options are arrangements which prevent a Customer from accessing 700 and/or 900 service telephone numbers. 700/900 Blocking Options are provided only on Local Exchange Service individual dial tone lines. 700/900 Blocking Options are only offered where the customer's serving central office is equipped with electronic switching equipment capable of providing this service. Customers may elect to block calls to 700 service telephone numbers only, 900 service telephone numbers only, or both 700 and 900 service telephone numbers.

There are no charges associated with 700/900 Blocking Options.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

## 3.16 Toll Blocking Service

- 3.16.1 Toll Blocking Service is an arrangement that permits an individual line and PBX Trunk to dial local service area calls but prevents the origination of long distance type calls.
- 3.16.2 Toll Blocking Service is only provided on Local Exchange Service individual lines.
- 3.16.3 Toll Blocking Service allows access to the operator to complete credit card, third party billing, and collect calls.
- 3.16.4 The acceptance of incoming traffic and billing arrangements are not restricted by this arrangement.
- 3.16.5 Toll Blocking Service allows calling to Directory Assistance, Toll Free Services, 911 Emergency Services, and the local Telephone Company Business office.

3.16.2 Rates	Monthly <u>Charge</u>
Toll Blocking Service, per line arranged	\$0.00

## 3.17 Minimum Service Period

- 3.17.1 The minimum Service period is one month (30 days), with the first thirty (30) days being the initial minimum Service period. The Customer must pay the regular tariffed rate for Service for the minimum period of Service if service is disconnected during the initial minimum Service period. If a Customer disconnects Service after the initial minimum Service period has ended, then the Customer will be billed pro rata for services rendered. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.
- 3.17.2 If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.
- 3.17.3 If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.18 Incomplete Calls

3.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customer will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

3.19 Overcharge/Undercharge

3.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

3.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

3.20 Trial Services

3.20.1 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.

3.21 Promotional Offerings

3.21.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval. The Company may file a promotional offering on one days notice to the Commission.

3.22 Individual Case Basis ("ICB") Offerings

3.22.1 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.

SECTION 4. DESCRIPTION OF SERVICES AND RATES

4.1 Basic Local Exchange Service

4.1.1 Description of Services

Basic Local Exchange Service provides a Customer with a Connection to the Company's switching network, which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access, at no additional usage fee, 911 service for emergency calling.

4.1.2 Application of Rates

The rates shown herein entitle the customer to local messages to all telephones bearing the designation of any central office of the exchanges included as specified in the associated local service area.

4.1.3 Service Areas and Rate Groups

A. Local Service Areas

Each customer shall have the local calling area of the exchange listed below:

<u>EXCHANGE</u>	<u>LOCAL CALLING EXCHANGES</u>
Rising Sun	Rising Sun

SECTION 4. DESCRIPTION OF SERVICES AND RATES (cont'd)

4.1 Basic Local Exchange Service (cont'd)

4.1.4 Rates and Charges

A. Residential Rates

1. Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Service lines per month for unlimited local usage. The rates and charges below apply to service provided on a month-to-month basis.

	<u>Monthly Rate</u>	
Residence Basic Local Service	\$8.50	(I)

B. Business Rates

1. Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month for unlimited local usage. The rates and charges below apply to service provided on a month-to-month basis.

	<u>Monthly Rate</u>	
Business Basic Local Service	\$11.50	(I)

(D)

(D)

## SECTION 4. DESCRIPTION OF SERVICES AND RATES (cont'd)

## 4.3 Service Charges

## 4.3.1 Service Ordering Charges

Non-Recurring Charge

- A. Service Order Charge – Applies for some customer requested changes and is charged per line/per change in addition to any other applicable rate elements as outlined in this section.

Residential, per service order	\$5.00
Business, per service order	\$8.00

- C. Central Office - For some testing and connecting functions required within the central office and for the work associated with the circuit extending from the serving central office to the customer's premises.

Residential, per service order	\$5.00
Business, per service order	\$8.00

- C. Premises - For some required visits to the customer's premises to perform work requested by the customer.

Residential, per service order	\$6.00
Business, per service order	\$6.00

- D. Restoration of Service - For some reestablishment of service which was suspended for non-payment.

Residential, per service order	\$16.00
Business, per service order	\$22.00

- E. Number Change - Applies for some customer requested telephone number changes.

Residential, per service order	\$10.00
Business, per service order	\$16.00

4.3.2 Maintenance Visit Charge

An hourly rate billed in half hour increments.

Residential or Business	\$30.00
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SECTION 4. DESCRIPTION OF SERVICES AND RATES (cont'd)

4.4 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customers main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. (C)  
Primary Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein. The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated. The primary listing for business service is ordinarily the name of the Customer or the name under which a business is regularly conducted. (C)

(C)  
(D)  
(D)

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. Where more than one line is required to properly list the Customer, there is no additional charge.

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name or a listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party or is a contrived name used for advertising purposes, or to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party.



SECTION 4. DESCRIPTION OF SERVICES AND RATES (cont'd)

4.4 Directory Listings (cont'd)

(D)

(D)

4.4.1 Rates and Charges

Monthly Rates

	<u>Residential</u>	<u>Business</u>	
Primary Listing	\$0.00	\$0.00	(D) (D) (D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)



(D)

(D)

SECTION 4. DESCRIPTION OF SERVICES AND RATES (cont'd)

4.6 Enhanced Universal Emergency 911 Service

A. General

1. Enhanced Universal Emergency 911 Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes lines and equipment necessary for the answering, transferring and dispatching of public emergency telephone calls by persons within the serving area who dial 911.

2. The E911 customer, except as specified following, may be a municipality or other county or local governmental unit, or an authorized agent of one or more municipalities or other county or local governmental units to whom authority has been lawfully delegated. The E911 customer for the purposes of paying nonrecurring charges, where a citizen's group petitioned poll has yielded positive results, shall be considered to be both the telephone customers and the local government agency rather than the local government agency alone. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire and other

The following rates and charges apply to all Enhanced 911 Service Systems,

a. System Activity Charge

(1) Service Establishment Charge

Per initial establishment of automatic number  
identification/selective routing 911 systems,  
each..... \$1,000.00

(2) Moves, Changes and Rearrangements

Charges for moves, changes and rearrangements of network and central office equipment which are customer-initiated will be based upon the estimated costs for such moves, changes or rearrangements.

(3) 911 Caller's Address Location System Arrangement charges

(a) Initial loading of customer's database, per

access line .....\$ 2.50

SECTION 4. DESCRIPTION OF SERVICES AND RATES (cont'd)

4.6 Enhanced Universal Emergency 911 Service (cont'd)

A. General (Continued)

(b) Information Update

Monthly updates, each .....	\$ 400.00
Semimonthly updates, each.....	\$ 200.00
Weekly updates, each .....	\$ 100.00
Daily updates, each .....	\$ 25.00

SERVICE FEATURES	Installation <u>Charge</u>	Per <u>Month</u>
(1) Automatic number identification, per 1000 Local Exchange Service Lines.....	\$ 475.00	\$ 25.00
(2) Selective routing, per 1000 Local Exchange Service Lines .....	\$ 1,500.00	\$ 70.00
(3) Combined automatic number identification and automatic location identification, per 1000 Local Exchange Service Lines.....	\$ 1,400.00	\$ 85.00

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**SECTION 4. DESCRIPTION OF SERVICES AND RATES (cont'd)****4.7 Lifeline Service****4.7.1 General**

Lifeline Service is an offering designed to help qualified customers pay for their Local Exchange Service. Such qualified customers are charged a reduced rate for their local telephone service.

**4.7.2 Regulations**

- A. Lifeline Service is available to qualified customers and is provided via a residence individual message rate dial tone line.
- B. Lifeline Service is Local Exchange Service and, as such, is subject to the regulations governing Local Exchange Service in Section 3 of this tariff. Lifeline customers will receive a flat rate monthly discount as specified in C. of this Section 3.
- C. In order to qualify for Lifeline Service, a customer must be certified in accordance with Federal Communications Commission rules found in CFR § 54.410(c) by the Maryland Department of Human Resources to the Telephone Company as receiving assistance under Title 5, subtitle 3 of the Human Services Article including (Temporary Cash Assistance (TCA), Supplemental Nutrition Assistance Program (SNAP), State Funded: Temporary Disability Assistance Program (TDAP), and Public Assistance to Adults (PAA)), Assistance from the Electric Universal Service Program, Assistance from the Maryland Energy Assistance Program, State-funded public assistance benefits, or Supplemental Security Income (SSI).
- D. Lifeline Service will continue to be provided to a customer only so long as such customer is receiving benefits as specified in 3. preceding. The continuation of qualification for Lifeline Service must be recertified by the Maryland Department of Human Resources, every 12 months for customers receiving Supplemental Security Income benefits, and every six months for customers receiving other benefits specified in 3. preceding, following the establishment of the Lifeline Service. Without such recertification, the customer's Lifeline Service will be discontinued.
- E. When the Telephone Company receives notice from the Maryland Department of Human Resources, or the customer, that the customer is no longer receiving benefits as specified in 3. preceding, the Telephone Company will then notify the customer that the Lifeline Service will be disconnected or changed to another class of residence service.

SECTION 4. DESCRIPTION OF SERVICES AND RATES (cont'd)

4.7 Lifeline Service (cont'd)

4.7.2 Regulations (cont'd)

- F. A customer to Lifeline Service may not subscribe to any other Local Exchange Service on the same premises. In addition, a Lifeline customer may not subscribe to any additional telephone services including foreign central office, foreign exchange, and foreign zone services.
- G. A subscriber may elect at the time of subscription to Lifeline Service to receive Toll Blocking Service as part of Lifeline Service. "Toll Blocking Service" is a service that allows a subscriber to elect not to allow the completion of outgoing toll calls from the subscriber's residence.
- H. The Company may not collect a service deposit in order to initiate Lifeline Service. Lifeline Service will not be disconnected for non-payment of toll charges.
- A. Lifeline Service provides a flat rate monthly Federal credit of \$5.25. (R)
- B. The Company shall apply the baseline payments received by the administrator of the federal Lifeline Service program to waive the qualifying customer's federal End-User Common Line Charge. The Company shall apply any additional federal support amount to the qualifying customer's basic local exchange service rate.
- C. To be eligible for Lifeline Service, qualifying customers must subscribe to the residential Touch-Tone Service offering that is made available in the Company's service area as indicated on Leaf 1 in this Section and must pay all related charges associated with E-911 services and, when applicable, directory assistance and operator service charges.
- D. Partial payments that are received from Lifeline Service customers shall first be applied to local service charges and then to any outstanding toll charges.
- E. All aspects of the Lifeline Service program shall be subject to the interpretation of applicable Federal regulations and any directives which may from time to time be prescribed by the Universal Service Administrative Company. These rules are separate and apart from any rules prescribed as part of a state Universal Service program.

SECTION 4. DESCRIPTION OF SERVICES AND RATES (cont'd)

4.7 Lifeline Service (cont'd)

4.7.3 Rates

- A. Lifeline Service Dial Tone Line,  
credit per month ... \$5.25 (R)
- B. For the installation of new Local Exchange Service as a Lifeline Service, effective April 1, 2012, the applicable Service Charges discount is eliminated.
- C. For changes to a Lifeline Service for a qualified customer, the Service Charges specified in Section 4.3 of this Tariff do not apply. If a customer no longer qualifies for Lifeline Service, no Service Charges apply for changing to a Residence Local Exchange Service.

SECTION 5. TOLL, ACCESS, AND BILLING AND COLLECTION SERVICES

5.2 Intrastate Access Services

5.2.1 General

Access service charges are subject to the rates and regulations set forth in the Current National Exchange Carrier Association Tariff FCC No. 5 as follows:

<u>Rate Element</u>	<u>Originating Rate</u>	<u>Terminating Rate</u>	
Transport Interconnection Charge	\$0.00000	\$0.00000	
Local Switching *	\$0.02440	\$0.0000	(I)
Local Switching (Toll-Free Only)	\$0.0000		(R)
DA Information Surcharge (per 100) *	\$0.0537	\$0.0000	(I)
DA Information Surcharge (Toll-Free Only) (per 100)	\$0.0000		(R)
800 Data Base Query (per query)	\$0.0002	--	(R)
Carrier Common Line	\$0.0000	\$0.0000	
Tandem Switched Transport Facility *	\$0.000204	\$0.000204	(I)(I)
Tandem Switched Termination *	\$0.001063	\$0.001063	(I)(I)
Joint Tandem Switched Transport **	\$0.00100		

Any applicable Dedicated Transport element rates will be equal to the rates as specified in the Telephone Company's applicable federal access tariff.

- \* These rates are for Intrastate Non-Toll Free Originating and all Intrastate Terminating traffic.
- \*\* The Joint Tandem Switched Transport rate element applies per tandem to originating toll free minutes only in lieu of the Tandem Switched Facility, Tandem Switched Termination and Tandem Switching rate elements as of July 1, 2021.

5.2.2 Identification and Rating of Toll VoIP-PSTN Traffic

(A) Scope

This section governs the identification and billing of VoIP-PSTN Traffic, unless the parties have agreed otherwise, pursuant to the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (November 18, 2011) ("FCC November 18<sup>th</sup> Order") and the Second Order on Reconsideration in WC Docket Nos. 10-90, etc., FCC Release No. 12-47 (April 25, 2012).

SECTION 5. TOLL, ACCESS, AND BILLING AND COLLECTION SERVICES (cont'd)

5.2 Intrastate Access Services (cont'd)

5.2.2 Identification and Rating of Toll VoIP-PSTN Traffic (cont'd)

(1) For purposes of this tariff section, "VoIP-PSTN Traffic" is defined, consistent with 47 C.F.R. § 51.701 (b)(3), as interexchange (access) telecommunications traffic exchanged between Telephone Company and another telecommunications carrier in Time Division Multiplexing ("TDM") format that originates and/or terminates in IP format and that otherwise meets the definitions in 47 C.F.R. § 51.701 (b)(1) or (b)(2). Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. The Telephone Company does not originate or terminate traffic in IP format.



(D)

(D)

(D)

(D)

## SECTION 7. OPTIONAL CALLING PLAN

## 7.1 General

Optional Calling Service is an optional one-way extended calling service which permits calling on a per message basis to telephones of exchanges outside the customer's normal local service area. Discontinued as new service offering, tariff applies to existing services only.

## 7.2 Regulations

- A. The Telephone Company reserves the right to limit the number of customers to this service if necessary to avoid interference with the telephone service of other customers and as required to remain within the capabilities of existing facilities.
- B. Optional Calling Service may be provided with all individual business and residence service. Optional Calling Service is not provided on Foreign Exchange.
- C. This service applies only to station-to-station calls from the customer's service dialed, to a station within the Optional Calling Service.
- D. Optional Calling Service is offered to the exchanges included in the options specified in the tariff.
- E. Optional Calling Service is provided at a flat monthly rate plus a per minute rate for each message, as specified in 7.3 following.
- F. For purposes of determining charges, the following applies:
  - a. The rate for each message will be on a per minute basis, with fractional minutes computed as one minute.
  - b. Message charges to be at the rate specified in 7.3 following.
- G. Optional Calling Service Areas:

<u>Exchange</u>	<u>Exchanges Included in the Optional Calling Service Area</u>	
	<u>Options A (1-10 Mile Toll Band)</u>	<u>Option B (11-16 Mile Toll Band)</u>
Rising Sun	Northeast Perryville Port Deposit	Aberdeen Elkton Havre de Grace

## SECTION 7. OPTIONAL CALLING PLAN (cont'd)

## 7.3 Rates

The following rates are in addition to the applicable rates for Local Exchange Service as specified in this Company's Local Exchange Services Tariff.

## A. Monthly Recurring Charges

	<u>Residence</u>	<u>Business</u>
Option A	\$0.75	\$1.25
Option B	1.50	2.00
Option A and B	2.25	3.25

Option A includes – Northeast, Perryville and Port Deposit

Option B includes – Aberdeen, Elkton and Havre de Grace

## B. Usage Charges

Usage charges will be calculated as a percentage of the normal long distance rates of the long distance toll rates as found in the Verizon Maryland LLC Long Distance Services Tariff P.S.C. – Md. No. 209, Section 2, Page 4. The optional calling plan billing percentages are as follows:

<u>Billing Percentage</u>	<u>Discount Percentage</u>
45%	55%

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**SECTION 8. INTRALATA TOLL PRESUBSCRIPTION****8.1 General**

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

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

An ITP must use Feature Group D (“FGD”) Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent (“LOI”) to the Company at least twenty days prior to the IntraLATA toll-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 is subject to the terms and conditions in Section 8.2.

**8.2 Presubscription Charge Application****8.2.1 Initial Free Presubscription Choice for New Users**

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

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP’s service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.
3. Following a new end user’s or Pay Telephone Service Provider’s free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 8.7.1 following.

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**SECTION 8. INTRALATA TOLL PRESUBSCRIPTION (cont'd)****8.2.2 Charge for IntraLATA Toll Presubscription**

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 8.7.1.

**8.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP**

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

**8.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”)****8.3.1 When a discrepancy is determined regarding an end user’s designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:**

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

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

**8.3.2 Verification of Orders for Telemarketing**

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

**8.3.2.1 The ITP has obtained the customer’s written authorization to submit the order that explains what occurs when a PIC is changed and confirms:**

8.3.2.1.A The customer’s billing name and address and each telephone number to be covered by the PIC change order;

8.3.2.1.B The decision to change the PIC to the ITP; and

8.3.2.1.C The customer's understanding of the PIC change fee; or

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**SECTION 8. INTRALATA TOLL PRESUBSCRIPTION (cont'd)****8.3.2 Verification of Orders for Telemarketing (cont'd)**

- 8.3.2.2 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 8.3.2.1 preceding to confirm the authorization; or
- 8.3.2.3 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).
- 8.3.3 The Company will follow the Federal Communications Commission's and the Maryland Public Service Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.
- 8.3.4 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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**8.4 PIC Switchback Options****8.4.1 Customer denies requesting change of ITP.**

When the Company is contacted by an end user who denies requesting a change in ITP primary IC, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge. The ITP is in no way relieved of the FCC requirements for:

- 8.4.1.1 Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- 8.4.1.2 Instituting steps to obtain verification of orders submitted to the Company. In addition, the end user has the option of initiating a complaint to the FCC or the Maryland Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Maryland Public Service Commission, 16th Floor, 6 St. Paul Street, Baltimore, MD 21202, or by calling toll free on 1-800-492-0474 or by calling the office of External Relations on 410-767-8028.

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**SECTION 8. INTRALATA TOLL PRESUBSCRIPTION (cont'd)****8.4 PIC Switchback Options (cont'd)****8.4.2 Customer requests Switchback to Previous ITP PIC.**

When the Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 8.7.2.

**8.5 IntraLATA Preferred Carrier Freeze Selection**

The Company offers 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. 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.



SECTION 8. INTRALATA TOLL PRESUBSCRIPTION (cont'd)

8.6 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.

8.7 Rates and Charges

- |       |                                      |         |
|-------|--------------------------------------|---------|
| 8.7.1 | Charge for ITP Carrier Change        | \$ 5.00 |
| 8.7.2 | Charge for Switchback Carrier Change | \$ 5.00 |