

Tariff Schedule Applicable to
Resold and Facilities – Based Local Exchange
Telecommunications Services Furnished by
Armstrong Telecommunications, Inc.
Between Points Within the State of Maryland

Issued: January 15, 2008

Effective date: February 14, 2008

Dru A. Sedwick, Secretary
ARMSTRONG TELECOMMUNICATIONS, INC.
One Armstrong Place
Butler, PA 16001

Revised 9-21-05

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

Sheets 1 through 82 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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1 GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to residential and business customers.
- 1.2.3 The Company's service territory is consistent with that served by Verizon Maryland.

1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Aberdeen	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Fork, Havre de Grace, Parkville, Perryville, Port Deposit
Annapolis	Annapolis, Armiger-Gibson Island, Brooklyn Park-Linthicum, Crofton, Glen Burnie, Millersville, Odenton, Severn, Severna Park, Sherwood Forest, West River
Arbutus	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Towson, Waterloo, Woodlawn
Armiger Gibson Island	Annapolis, Arbutus, Armiger-Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Towson, Waterloo, Woodlawn
Ashton	Alexandria, Ashton, Berwyn, Bethesda, Columbia, Damascus, Gaithersburg, Glenwood, Hyattsville, Kensington, Laurel, Layhill, Rockville, Silver Spring, Washington DC

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1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Baltimore	Arbutus, Armiger Gibson Island, Baltimore, Berwyn, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fallston, Fork, Glen Burnie, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparks-Glencoe, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn, Worthington
Bel Air	Aberdeen, Baltimore, Bel Air, Cardiff, Churchville, Darlington, Dundalk, Edgewood, Fallston, Fork, Havre de Grace, Jarrettsville, Parkville, Towson
Berwyn	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Columbia, Crofton, Fairfax, Falls Church, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington, Waterloo
Bethesda	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Damascus, Fairfax, Falls Church, Gaithersburg, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington
Brooklyn Park-Linthicum	Annapolis, Arbutus, Armiger-Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Millersville, Odenton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sherwood Forest, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn

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1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Catonsville	Arbutus, Armiger-Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Glenwood, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn
Cockeysville	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Hampstead, Jarrettsville, Laurel, Parkton, Parkville, Pikesville, Randallstown, Reistertown, Severn, Severna Park, Sparks Glencoe, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn, Worthington
Columbia	Arbutus, Ashton, Baltimore, Berwyn, Brooklyn Park-Linthicum, Catonsville, Columbia, Elkridge, Ellicott City, Glen Burnie, Glenwood, Laurel, Layhill, Pikesville, Randallstown, Silver Spring, Towson, Waterloo, Woodlawn
Crofton	Annapolis, Berwyn, Bowie Glenn Dale, Crofton, Glen Burnie, Hyattsville, Millersville, Odenton, Severn, Severna Park, Sherwood Forest, West River
Damascus	Ashton, Bethesda, Damascus, Frederick, Gaithersburg, Glenwood Kensington, Layhill, Mount Airy, New Market, Rockville, Silver Spring

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1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Dundalk	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Edgewood, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Parkville, Pikesville, Randallstown, Reistertown, Severn, Severna Park, Sparrows Point, Towson, Waterloo, Woodlawn
Edgewood	Aberdeen, Baltimore, Bel Air, Chase, Churchville, Dundalk, Edgewood, Essex, Fallston, Fork, Havre de Grace, Parkville, Sparrows Point, Towson
Ellicott City	Arbutus, Armiger Gibson Island, Ashton, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Glenwood, Laurel, Parkville, Pikesville, Randallstown, Reistertown, Severn, Severna Park, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn
Essex	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Edgewood, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Towson, Waterloo, Woodlawn
Fallston	Aberdeen, Baltimore, Bel Air, Churchville, Dundalk, Edgewood, Fallston, Fork, Havre de Grace, Jarrettsville, Parkville, Towson

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1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Fork	Aberdeen, Arbutus, Armiger Gibson Island, Baltimore, Bel Air, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Edgewood, Elkridge, Ellicott City, Essex, Fallston, Fork, Glen Burnie, Jarrettsville, Laurel, Parkton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparks Glencoe, Sparrows Point, Towson, Waterloo, Woodlawn
Frederick	Brownsville, Buckeystown, Damascus, Emmitsburg, Frederick, Middletown, Mount Airy, Myersville, New Market, Thurmont, Union Bridge, Walkersville
Gaithersburg	Alexandria-Arlington, Ashton, Bethesda, Damascus, Gaithersburg, Kensington, Layhill, Poolesville, Rockville, Silver Spring, Washington DC
Glen Burnie	Annapolis, Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Crofton, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Millersville, Odenton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sherwood Forest, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn
Glenwood	Ashton, Catonsville, Columbia, Damascus, Ellicott City, Glenwood, Mount Airy, Sykesville, Woodlawn
Hagerstown	Clear Spring, Falling Waters Hagerstown, Hancock, Keedysville, Myersville, Smithsburg, Williamsport

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1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Hyattsville	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Crofton, Fairfax, Falls Church, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington, DC, West River
Kensington	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Damascus, Fairfax, Falls Church, Gaithersburg, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington DC
Laurel	Alexandria, Ashton, Berwyn, Bethesda, Bowie Glen Dale, Capitol Heights, Catonsville, Columbia, Elkridge, Ellicott City, Glen Burnie, Hyattsville, Kensington, Laurel, Layhill, Marlboro, Millersville, North Beach, Odenton, Severn, Silver Spring, Washington DC, Waterloo
Layhill	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Columbia, Damascus, Fairfax, Falls Church, Gaithersburg, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington
Millersville	Annapolis, Bowie Glenn Dale, Brooklyn Park-Linthicum, Crofton, Glen Burnie, Laurel, Millersville, Odenton, Severn, Severna Park, Sherwood Forest, Waterloo
Myersville	Frederick, Hagerstown, Middletown, Myersville, Smithsburg

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1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Odenton	Annapolis, Bowie Glenn Dale, Brooklyn Park-Linthicum, Crofton, Eldridge, Glen Burnie, Laurel, Millersville, Odenton, Severn, Severna Park, Sherwood Forest, Waterloo
Parkville	Arbutus, Armiger Gibson Island, Baltimore, Bel Air, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Edgewood, Elkridge, Ellicott City, Essex, Fallston, Fork, Glen Burnie, Jarrettsville, Laurel, Parkton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparks Glencoe, Sparrows Point, Towson, Waterloo, Woodlawn
Pikesville	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Hampstead, Laurel, Parkville, Pikesville, Randallstown, Reistertown, Severn, Severna Park, Sparrows Point, Sykesville, Towson, Waterloo, Westminster, Woodlawn, Worthington
Rockville	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Damascus, Fairfax, Falls Church, Gaithersburg, Hyattsville, Kensington, Layhill, Marlboro, McLean, Oxon Hill, Poolesville, Rockville, Silver Spring, Vienna, Washington, DC

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1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Severn	Annapolis, Arbutus, Armiger Gibson island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Crofton, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Millersville, Odenton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sherwood Forest, Sparrows Point, Towson, Waterloo, Woodlawn
Severna Park	Annapolis, Arbutus, Armiger-Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Crofton, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Millersville, Odenton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sherwood Forest, Sparrows Point, Towson, Waterloo, Woodlawn
Sherwood Forest	Annapolis, Brooklyn Park-Linthicum, Crofton, Glen Burnie, Millersville, Odenton, Severn, Severna Park, Sherwood Forest
Silver Spring	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Columbia, Damascus, Fairfax, Falls Church, Gaithersburg, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington, DC

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1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Towson	Arbutus, Armiger Gibson Island, Baltimore, Bel Air, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Edgewood, Elkridge, Ellicott City, Essex, Fallston, Fork, Glen Burnie, Hampstead, Jarrettsville, Laurel, Parkton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparks Glencoe, Sparrows Point, Sykesville, Towson, Waterloo, Westminster, Woodlawn, Worthington
Waterloo	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Millersville, Odenton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Towson, Waterloo, Woodlawn
West River	Annapolis, Bowie Glenn Dale, Capitol Heights, Crofton, Hyattsville, Marlboro, North Beach, West River
Woodlawn	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Glenwood, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn

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1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Armstrong Telecommunications, Inc.
- 1.3.2 "Commission" means the Maryland Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "LATA" means Local Access and Transport Area, and is the area within which the Company provides local and long distance ("intraLATA") service. For calls to numbers outside this area ("interLATA"), service is provided by long distance companies.
- 1.3.6 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.7 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.8 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides resold and facilities based local exchange services to residential and business customers for communications originating within the state of Maryland, under the terms of this tariff.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2.3.3 Claims of Misuse of Service

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

- 2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.
- 2.3.4 Defacement of Premises
- 2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.
- 2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations
- 2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.
- 2.3.6 Service at Outdoor Locations
- 2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless

from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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

2.3.8 Limitation of Liability

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

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The

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

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

- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

2.6 Customer Deposits

- 2.6.1 Armstrong Telecommunications, Inc. does not collect customer deposits.

2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

2.8 Customer Complaints and Billing Disputes

- 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

- 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

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

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

- 2.8.3 The Company provides the following toll free number, 1-877-277-5707, for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

- 2.8.4 The Company will not collect attorney fees or court costs from customers.

2.9 Allowance for Interruptions in Service

- 2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.10 Taxes and Fees

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

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Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

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2.13 Special Customer Arrangements

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

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

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

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.
- 2.14.2. Denial of Service Requiring Notice
- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
- 2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- 2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
- 2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
- 2.14.2.1.D Non-payment of Bill.
- 2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
- 2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

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- 2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
- 2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 2.14.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

2.14.3. Insufficient Reasons for Denial of Service

- 2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:
- 2.14.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;
- 2.14.3.1.B Failure to pay for a different class of service for a different entity;
- 2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill;
- 2.14.3.1.D Failure to pay directory advertising charges;
- 2.14.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

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2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:

2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:

- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.14.3.2 This regulation applies to both residential and nonresidential classes of service.

PROVISION OF SERVICE AND FACILITIES

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

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

2.16 Interference with or Impairment of Service

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

2.17 Telephone Solicitation by Use of Recorded Messages

- 2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls

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

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2.19 Overcharge/Undercharge

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

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3 DESCRIPTION OF SERVICES

3.1 Trial Services

- 3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

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

3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.4 Customized Pricing Arrangements ("CPAs") Offerings

- 3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

3.5 Service Connection Charges

3.5.1 Definitions

The term Service Charge is defined as the non-recurring charge or charges applying to the ordering, installing, moving, changing, rearranging and furnishing of telephone service and miscellaneous and supplemental equipment and other telephone facilities. The charges are separately established as follows in order to provide a reasonable basis for an equitable recovery of the costs incurred in the required operations.

- 3.5.1.1 Service Order Charge – Applicable for receiving information and taking action in connection with a Customer's or applicant's request.
- 3.5.1.2 Premises Visit Charge – Applicable for a required trip to Customer's premises in connection with establishment of service, rearrangement of service, or installation of Company owned equipment when requested by the Customer.
- 3.5.1.3 Central Office Network Access Charge – Applicable for 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 protector on the Customer's premises.
- 3.5.1.4 Work Charge – Applicable for work done on the Customer's premises in connection with the installation, move or change of each item of company owned equipment as specified in other sections of the tariff.
- 3.5.1.5 Restoration Charge – Applicable for restoration of service following a temporary suspension of such service.

3.5.2 Applications

3.5.2.1 General

Service charges are applicable to the establishment or changing of service, the assumption of service by a different Customer and the move of service from one premise to another.

Changes in locations or terminations to points outside the Customer's premises are considered new installations at the new location.

The non-recurring charge applicable for the establishment of Foreign Exchange service is the total of those non-recurring charges applicable within the local and foreign exchanges.

The combination of charges applicable for a move or change of equipment or service will not exceed the charges applicable for a new installation of that equipment or service except as specified below.

Incorporated in this section is the assumption that the Customer will allow the Company to complete the requested operations in a manner determined by the Company to be reasonable and efficient. When the Customer insists after thorough explanation by the Company of the additional charges which would be applicable that the Company carry out additional or extraordinary work which would not otherwise be required to complete the desired operation, charges in addition to those applicable as specified in this section may be applied. Additional work operations such as premises visits made to deliver new telephone number designations or additional service orders processed to effect multiple completion dates requested by the Customer will be charged for at the levels specified in the Section 4 following. Other activity necessitated by requests of the Customer such as work during other than normal business hours will be charged for at levels not to exceed differential costs of labor. This provision is no way relieves the Company from the requirement of providing reasonable and efficient service at the charges specified in this tariff.

Service charges do not apply for:

- 3.5.2.1.A normal maintenance and repair of the Company's equipment and service including work functions which are not required due to the Customer's request.
- 3.5.2.1.B an upgrade or downgrade of class of service.

- 3.5.2.1.C company initiated orders, e.g., a number change required by a cut-over or regrade, etc.
- 3.5.2.1.D record orders issued for corrective purposes.
- 3.5.2.1.E change or correction in name or billing address for widows or widowers only when there is no connection, disconnection, move or change in service.
- 3.5.2.1.F no service charges apply for disconnection, discontinuance or removal of equipment or service.
- 3.5.2.1.G no service charge applies for the re-establishment of same or equivalent service as determined by the telephone company, for the same subscriber, at a location which has been destroyed or made untenable by fire, wind or water. Service charges do apply for establishment of service at a new location, or for re-establishment of service at the same location for other than the previous Customer.

3.5.2.2 Service Order Charge

Only one (1) Service Order Charge is applicable for requests for the same Customer made at one time, for service at one premise, with the same requested completion date.

3.5.2.2.A Primary Service Order Charge

Applicable only for initial connection or establishment of telephone service.

3.5.2.2.B Secondary Service Order Charge

Applicable to all other Customer requests for installing, moving, changing, or rearranging telephone service and miscellaneous Company owned equipment.

3.5.2.3 Premises Visit Charge

Premises Visit Charges are applicable:

3.5.2.3.A If a premises visit is required to complete any requested work on the Customer's premises except as provided in 3.5.2.3.D following.

3.5.2.3.B For visits to each premises required due to the Customer's request.

3.5.2.3.C For each return visit to the Customer's premises which is required due to requests of or limitations imposed by the Customer.

3.5.2.3.D The Premises Visit Charge does not apply for:

3.5.2.3.D.1. return trips to the same premises required due to time, equipment or service limitations of the Company.

3.5.2.3.D.2 removal of Company owned equipment or service.

3.5.2.4 Central Office Network Access Charge

3.5.2.4.A The Central Office Network Access Charge applies to work performed in the central office and extending to the point of connection at the Customer's premises. The charge applies for work including but not limited to:

3.5.2.4.A.1 connection or reconnection of local exchange lines, FX lines, local private lines, local off-premises extension lines and local tie lines (one charge per item).

3.5.2.4.A.2 number change on a local exchange central office network access or trunk (one charge per item).

3.5.2.4.A.3 restoration of service.

3.5.2.4.B Charges, if any, applicable to central office work in exchanges of other companies are those applicable for that company.

3.5.2.4.C Central Office Network Access Charges do not apply for:

3.5.2.4.C.1 transfer of service from one Customer to another when there is no lapse in service.

3.5.2.5 Work Charge

3.5.2.5.A A Work Charge is applicable for work done at the Customer's location in connection with the installation, move or change of each item of company-owned equipment or service as specified in other sections of the tariff.

3.5.2.5.B Work Charges do not apply when work is performed at the Company's initiative.

3.5.2.6 Changes in Telephone Number

3.5.2.6.A Requests for Changes in Telephone Number of central office lines or trunks, one (secondary) service order charge plus, for each number changed, a central office network access charge will apply.

3.5.2.5.B Changes in Telephone Number of other than central office lines or trunks, one (secondary) service order charge and one premises visit charge, as appropriate, will apply.

3.5.2.5.C The above charges do not apply when, in the judgment of the Company, Changes in Telephone Number are necessary for continuation of satisfactory service.

3.5.2.7 Restoration of Service

3.5.2.7.A In the event service is temporarily suspended for non-payment of charges, such service will be restored upon payment of :

3.5.2.7.A.1 all charges due or, at the discretion of the Company, a portion thereof, and

3.5.2.7.A.2 the (secondary) service order charge and the central office network access charge as specified.

3.5.2.7.B An advance payment may be required prior to re-establishing service.

3.5.2.7.B.1 When at the request of the Customer, service is temporarily suspended, the (secondary) service order charge and a central office network access charge will apply for the subsequent restoration of that service.

3.5.2.7.B.2 For the restoration of a line segment which is part of a local private line, local tie line, or local off-premises extension line, the (secondary) service order charge, central office network access charges and premise visit charge if appropriate will apply.

3.5.3 Rates and Charges

Service Connection Charges are contained in Section 4 following.

3.6 Local Exchange Services

3.6.1 Residence Flat Rate Service

3.6.1.1 Residence calling plans provide single line residential flat rate local calling.

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Services provided under residence calling plans are not offered on a foreign zone or foreign exchange basis.

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Non-regulated services may be included in these residence calling plans. Non-regulated items are:

3.6.1.1.A Not regulated by the Commission

3.6.1.1.B Priced separately outside of this tariff

3.6.1.1.C Are included in this tariff only for informational purposes as part of the terms and conditions for the package.

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3.6.1.3 Residence Flat Rate Service Plan Options

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3.6.1.3.D Local Service

- Unlimited Local Calling

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Butler, PA 16001

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3.10 Directory Listings

3.10.1 Provision of Directory Listings

3.10.1.1 These rates and regulations for directory listings apply only to the information records and the alphabetical section of the directory containing the regular alphabetical list of names of customers.

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3.10.1.3 Directory listings are provided to aid in the use of telephone service through the identification of customers' telephone

numbers. Special arrangements of names is not contemplated, nor any form of listing which does not facilitate use of directory service, is otherwise objectionable, or is unnecessary for purposes of identification.

- 3.10.1.4 A listing must conform to the Company's specifications with respect to its directories.
- 3.10.1.5 The Company has the right to limit the length of any listing to one line in the directory by the use of abbreviations when the clearness of the listing or the identification of the customer is not impaired thereby.
- 3.10.1.6 The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.

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3.10.2 Primary Directory Listings

3.10.2.1 Number of Listings Provided Without Charge

Except as provided in this Tariff, one primary listing is provided without extra charge for each main service or for the first number in a group, when two or more main station lines are consecutively operated.

3.10.2.2 Business Listings

Business listings consist of a name, a designation descriptive of the customer's business, the address of the premises at which service is rendered, and the telephone number. Business designations (e.g., ofc., atty., M.D., etc.) may be used when appropriate. The primary listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

3.10.2.3 Residence Listings

- 3.10.2.3.A Residence listings consist of a name or dual names, the address of the premises at which service is rendered and the telephone number. The primary listing is ordinarily the name or dual names of customers who apply for the service, but the listing may be in the name of a second party designated by the customer.
- 3.10.2.3.B Any listing other than an individual name will be considered a business service listing, except as specified in this Tariff.
- 3.10.2.3.C Dual name listings are available only for residence subscribers who share the same surname and reside at the same address, or where a person is known by two first names. Dual name listings may be provided as the primary listing at no recurring charge or as an additional listing at the regular residential additional listing rate.
- 3.10.2.3.D At the customer's option, either the street address or post office box number may be listed. An Additional Listing Charge will be due if the customer desires both listings.

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3.10.6 Liability For Directory Listing Service

3.10.6.1 General

3.10.6.1.A The Company shall not be liable for any error, omission, or other failure in connection with directory listings furnished without additional charge. The customer agrees to hold the Company free and harmless from any claims, losses, damage, or liability which may result from such error, omissions, or other failures.

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3.10.6.1.B The liability, if any, of the Company for any error, omission, or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the charge for that listing during the effective life of the directory in which the error or omission is made.

3.10.6.1.C In accepting listings as prescribed by applicants or customers, the Company will not assume liability for the result of their publication in its directories nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories.

3.10.7 Rates and Charges

3.10.7.1 Recurring Monthly Rate

Rates and charges for Directory Listings are contained in Section 4 following.

3.10.7.2 Service Charges

3.10.7.2.A See Section 4 of this Tariff for applicable Connection Charges. A Connection Charge applies for additions or changes in directory listings.

3.10.7.2.B When directory listings are ordered at the same time as the initial installation of local access line service no additional Service Charges will be applied for the directory listing(s).

3.10.8 Provision and Ownership of Directories

One copy of local directories shall be distributed per access line, without charge. Additional directories including replacement of mutilated or destroyed directories will be furnished at the discretion of the Company at a reasonable rate.

Telephone directories shall be issued approximately every twelve (12) months. The Company issues directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its customers correct

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listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings.

If a customer's number is incorrectly listed in the directory, and if the incorrect number is a working number, and if the customer to whom the incorrect number is assigned requests, the number shall be changed at no charge. If the incorrect number is not a working number but is a usable number, the customer's number shall be changed to the listed number at no charge, if requested.

3.11 Blocking - "900" Information Service

3.11.1 General

Where central office facilities permit, "900" Information Service Blocking provides Customers the capability to block origination of direct dialed calls to a "900" Information Service Number (900-NXX-XXXX).

3.11.2 Regulations

3.11.2.1 Blocking is available on individual lines for residence and business customers.

3.11.2.2 When the blocking is activated, direct dialed calls to all "900" service numbers are blocked.

3.11.2.3 Initial blocking is provided at no charge upon Customer request. Subsequent requests for "900" Information Services Blocking will be provided at the rates referenced below.

3.11.2.4 Blocking Service may not be available with certain multi-line business arrangements.

3.11.2.5 There is no charge to remove "900" Information Service Blocking.

3.11.3 Rates and Charges

Rates and charges for 900 Blocking Service are contained in Section 4 following.

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3.12.3 Busy Verification and Interrupt Service

3.12.3.1 General

Upon request of calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

3.12.3.2 Rate Application

3.12.3.2.A A Verification Charge will apply when:

The operator verifies that the line is busy with a call in progress, or

The operator verifies that the line is available for incoming calls.

3.12.3.2.B Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator

will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

3.12.3.2.C No charge will apply when the calling party advises that the call is from an official public emergency agency.

3.12.3.3 Rates and Charges

Rates and charges for Busy Verification and Interrupt service are contained in Section 4 following.

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4 RATES AND CHARGES

4.1 Calculation of Rates

- 4.1.1 Rates for service are based on flat rate usage and are not mileage sensitive.
- 4.1.2 Timing of calls begins when the call is answered at the called station.
- 4.1.3 There is no variation in call rates based on time of day or day of week.

4.2 Local Service Provider Freeze

- 4.2.1 The Company will make available a local service provider freeze to all residence and business customers on a nondiscriminatory basis at no charge to the end user. This freeze prevents a change in the end user's local service provider unless the end user gives the carrier from whom the freeze was requested his or her express consent.
- 4.2.2 End users may request a freeze on their local service provider as a means of protection from unauthorized changes. In establishing a freeze, carriers must follow the verification procedures for preferred carrier freezes of the Federal Communications Commission ("FCC") (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).
- 4.2.3 The Company will accept a customer's written or oral authorization, including a three-way call with the customer, the Company and the new local service provider selected by the customer, to lift a freeze previously imposed by the customer on his or her choice of local service provider. In accordance with federal regulations, when engaged in oral authorization to lift a local service provider freeze, the Company must confirm appropriate customer identification data and the customer's intent to lift the freeze. Carriers will impose and lift the freeze in accordance with the then applicable provisions of the federal regulations, the current provisions of which appear at Title 47, Part 64 of the Code of Federal Regulations, 47 C.F.R. 64.1190. Carriers must still follow the verification procedures of the FCC for changing preferred carriers (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

4.3 Service Connection Charges

4.3.1 Service Order Charges – Business and Residential

Primary, each	\$20.00
Secondary, each	15.00

4.3.2 Premises Visit Charge, each

Business	\$25.00
Residential	20.00

4.3.3 Central Office Network Access Charge, each

Business	\$15.00
Residential	10.00

4.3.4 Work charge, each 15 minute segment or fraction thereof of billable time required to complete the work

12.75

4.3.5 Changes in Telephone Number

31.25

4.3.6 Restoration of Service

22.25

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4.4 Local Exchange Services

4.4.1 Residence

4.4.1.A Residential Flat Rate Service

Local Service

\$15.00 Per Month, Single Line

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4.8 Directory Listings

	<u>Residence</u>	<u>Business</u>
Primary Service Listing	N/C	N/C
Additional Name Listings in alphabetical section only	\$1.50	\$1.50

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4.9 Blocking - "900" Information Service

<u>Residence</u>	<u>Service Charges</u>
Initial Request	No Charge
Subsequent Request	*
For each additional line equipped	**
<u>Business</u>	
Initial Request	No Charge
Subsequent Request	*
For each additional line equipped	**

* The Secondary Service Order and Central Office Network Access Charge both apply and are identified in Section 4.3 preceding.

** The Central Office Network Access Charge applies and is identified in Section 4.3 preceding.

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5 INTRALATA TOLL PRESUBSCRIPTION

5.1 General

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

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

An ITP must use Feature Group D (“FGD”) Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent (“LOI”) to the Company at least twenty days prior to the IntraLATA toll-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 5.2.

5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription Choice for New Users

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

Initial free selections available to new end user are:

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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 5.7.1 following.

5.2.2 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.7.1.

5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

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

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

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

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

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit

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PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

5.3.2 Verification of Orders for Telemarketing

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

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

5.4 PIC Switchback Options

5.4.1 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:

- 5.4.1.1 Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- 5.4.1.2 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.

5.4.2 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 5.7.2.

5.5 IntraLATA Preferred Carrier Freeze Selection

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

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

The Federal Communications Commission and the Maryland Public Service Commission accepted the use of three-way calls to remove PIC freezes when the customer's IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for PIC changes of the Federal Communications Commission (e.g., independent 3rd 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.

5.6 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.

5.7 Rates and Charges

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|-------|--------------------------------------|--------|
| 5.7.1 | Charge for ITP Carrier Change | \$5.00 |
| 5.7.2 | Charge for Switchback Carrier Change | \$5.00 |