(T)

Tariff Schedule Applicable to

Resold and Facilities Based Local Exchange Telecommunications Services Furnished by

Granite Telecommunications, LLC.

Between Points Within the State of Maryland

Issued: June 25, 2015 Effective Date: August 1, 2015

Mr. Robert T. Hale, Jr. Granite Telecommunications, LLC

100 Newport Avenue Ext. Quincy, Massachusetts 02171

#### TARIFF FORMAT

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

2 2.1 2.1.1

2.1.1.1

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: March 19, 2008 Effective Date: March 19, 2008

### **CHECK SHEET**

Sheets 1 through 93 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.

Page	Revision	Page	Revision
1	First*	30	Original
2	Original	31	Original
3	First*	32	Original
4	First*	33	Original
5	Original	34	Original
6	First*	35	Original
7	Original	36	Original
8	Original	37	Original
9	Original	38	Original
10	Original	39	Original
11	Original	40	Original
12	Original	41	Original
13	Original	42	Original
14	Original	43	Original
15	Original	44	Original
16	Original	45	Original
17	Original	46	Original
18	Original	47	Original
19	Original	48	Original
20	Original	49	Original
21	Original	50	Original
22	Original	51	Original
23	Original	52	Original
24	Original	53	Original
25	Original	54	Original
26	Original	55	Original
27	Original	56	Original
28	Original	57	Original
29	Original	58	Original

Issued: June 25, 2015 Effective Date: August 1, 2015

# CHECK SHEET, Continued

Page Revision Page	Revision
59 Original 91	Original
60 Original 92	Original
61 First* 93	Original
62 Original	
63 Original	
64 Original	
65 Original	
66 Original	
67 First*	
68 First*	
69 First*	
70 Original	
71 Original	
72 Original	
73 Original	
74 Original	
75 Original	
76 Original	
77 Original	
78 Original	
79 Original	
80 Original	
81 Original	
82 Original	
83 Original	
84 Original	
85 Original	
86 Original	
87 Original	
88 Original	
89 Original	
90 Original	

Issued: June 25, 2015 Effective Date: August 1, 2015

# Table of Contents

T/ CI	ITLE PAGEARIFF FORMAT	2 3
1		
	1.1 Explanation of Symbols	7
	1.2 Application of the Tariff	8
	1.3 Definitions	9
2	RULES AND REGULATIONS	15
	2.1 Undertaking of the Company	15
	2.2 Obligations of the Customer	
	2.3 Liability of the Company	20
	2.4 Application for Service	29
	2.5 Payment for Service	33
	2.6 Customer Deposits	34
	2.7 Late Payment Charges	36
	2.8 Customer Complaints and Billing Disputes	
	2.9 Allowance for Interruptions in Service	
	2.10 Taxes and Fees	41
	2.11 Returned Check Charge	41
	2.12 Directory Assistance Call Allowance	
	2.13 Special Customer Arrangements	
	2.14 Termination of Service:	
	2.15 Unlawful Use of Service	
	2.16 Interference with or Impairment of Service	48
	2.17 Telephone Solicitation by Use of Recorded Messages	49
	2.18 Incomplete Calls	
	2.19 Overcharge/Undercharge	
	2.20 Provision and Maintenance of Service	
	2.21 Equipment and Facilities	51
	2.22 Interconnection	
	2.23 Full Force and Effect	52
	2.24 Credit Limit	52

Issued: March 19, 2008 Effective Date: March 19, 2008

(D) (D)

# Table of Contents, Continued

3	DESCRIPTION OF SERVICES
	3.1 Trial Services
4	RATES AND CHARGES
	4.1 Basic Business Line Service
5	LOCAL EXCHANGE SERVICE - EXCHANGES AND EXCHANGE AREAS 70
6	INTRALATA TOLL PRESUBSCRIPTION
	6.1 General866.2 Presubscription Charge Application876.3 End User/Pay Telephone Service Provider Charge Discrepancy896.4 PIC Switchback Options916.5 IntraLATA Preferred Carrier Freeze Selection926.6 Informational Notice to Customers936.7 Rates and Charges93

Issued: June 25, 2015 Effective Date: August 1, 2015

### 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

Issued: March 19, 2008 Effective Date: March 19, 2008

- 1 GENERAL, Continued
- 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 commercial customers.
  - 1.2.3 The Company's local calling areas are consistent with those listed in Verizon's tariff. The Company's interexchange service territory is statewide.
  - 1.2.4. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

### 1.3 Definitions

#### 1.3.1. Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

#### 1.3.2. Business Service:

A Service that conforms to one or more of the following criteria:

- 1.3.2.1. The Service is primarily for paid commercial, professional or institutional activity; or
- 1.3.2.2. The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- 1.3.2.3. The Service number is listed as the principal or only number for a business in any telecommunications directory; or
- 1.3.2.4. The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

### 1.3.3 Called Station:

The terminating point of a call (i.e., the called number).

1.3.4 Carrier, Company or Utility

Granite Telecommunications, LLC. ("Granite")

Issued: March 19, 2008 Effective Date: March 19, 2008

# 1.3.5 Commission

The Maryland Public Service Commission.

### 1.3.6 Completed call

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.

### 1.3.7 Channel:

A communications path between two or more points of termination.

### 1.3.8 Collect Call:

A billing arrangement where a call is billed to the called station.

### 1.3.9 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.

Issued: March 19, 2008 Effective Date: March 19, 2008

### 1.3 Definitions, Continued

#### 1.3.10 Customer Premises:

A location(s) designated by the Customer for the purposes of connecting to Company's Services.

### 1.3.11 Customer Premises Equipment (CPE):

Equipment located at the Customer's Premises for use with Company's Services.

#### 1.3.12 Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

### 1.3.13 Facility:

Includes, in the aggregate or otherwise, but is not limited to, the following:

channels lines
apparatus devices
equipment accessories
communications paths systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Issued: March 19, 2008 Effective Date: March 19, 2008

### 1.3 Definitions, Continued

### 1.3.14 Force Majeure:

Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion 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 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 of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

## 1.3.15 Holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

#### 1.3.16 LATA:

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

## 1.3.17 Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

#### 1.3.18 Local Service:

Telephone exchange service within a local calling area.

Issued: March 19, 2008 Effective Date: March 19, 2008

# 1.3 Definitions, Continued

#### 1.3.19 Person-to-Person:

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

#### 1.3.20 Premises:

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

#### 1.3.21 Service

Any telecommunications service(s) provided by the Company under this tariff.

### 1.3.22 Station

A telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

#### 1.3.23 Station-to-Station:

Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Issued: March 19, 2008 Effective Date: March 19, 2008

### 1.3 Definitions, Continued

### 1.3.24 Telecommunications Relay Service (TRS):

Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

# 1.3.25 Time Periods

The interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	4:59 p.m.	Monday-Friday
Evenings	5:00 p.m.	10:59 p.m.	Monday-Friday
	5:00 p.m.	10:59 p.m.	Saturday, Sunday
Night/Weekends*	11:00 p.m.	7:59 a.m.	Monday-Sunday

<sup>\*</sup>Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.

# 1.3.26 White Pages Directory Listing:

A directory listing found in the local White Pages telephone directory.

Issued: March 19, 2008 Effective Date: March 19, 2008

#### 2 RULES AND REGULATIONS

- 2.1 Undertaking of the Company
  - 2.1.1. Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of Maryland.
  - 2.1.2 Company offers resold and facilities-based local exchange and resold interexchange telecommunications to commercial Customers for their direct transmission and reception of voice, data, and other types of communications.
  - 2.1.3 Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
  - 2.1.4 Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
  - 2.1.5 Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this tariff.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 2 RULES AND REGULATIONS, Continued
- 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 and the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company;
    - 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 RULES AND REGULATIONS, Continued
- 2.2 Obligations of the Customer, Continued
  - 2.2.1, Continued

The customer shall be responsible for:

- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.1.7 Compliance with applicable regulations set forth in this tariff.
- 2.2.1.8 Verifying, upon Company request, the name(s) of Authorized Users allowed to request and use the Customer's Service.
- 2.2.1.9 Returning to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.
- 2.2.1.10 Establishing its identity as often as is necessary during the course of a Customer Service call or when seeking credits from Company.

Issued: March 19, 2008 Effective Date: March 19, 2008

### 2 RULES AND REGULATIONS, Continued

# 2.2 Obligations of the Customer, Continued

### 2.2.1, Continued

- 2.2.1.11 Obtaining prior written consent of Company, which consent shall not be unreasonably withheld, to assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff. Any attempt to make such an assignment, transfer, disposition without consent will be null and void.
- 2.2.1.12 Representing that the relationship between Customer or Authorized User and Company is only one of customer and supplier, respectively, and no other relationship. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.
- 2.2.1.13 An and all damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 2 RULES AND REGULATIONS, Continued
- 2.2 Obligations of the Customer, Continued
  - 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 RULES AND REGULATIONS, Continued
- 2.2 Obligations of the Customer, Continued
  - 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

# 2.3 Liability of the Company

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

## 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.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 2 RULES AND REGULATIONS, Continued
- 2.3 Liability of the Company, Continued
  - 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 RULES AND REGULATIONS, Continued
- 2.3 Liability of the Company, Continued
  - 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 RULES AND REGULATIONS, Continued
- 2.3 Liability of the Company, Continued
  - 2.3.7 Warranties
    - 2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATON OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
    - 2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warrantees or representations imposed by the Company should be upheld in a court of law.
  - 2.3.8 Limitation of Liability
    - 2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.
  - 2.3.9 Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

- 2 RULES AND REGULATIONS, Continued
- 2.3 Liability of the Company, Continued
  - 2.3.10. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
    - 2.3.11. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
  - 2.3.12 The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Maryland law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

- 2 RULES AND REGULATIONS, Continued
- 2.3 Liability of the Company, Continued
  - 2.3.13 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
  - 2.3.14. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.

- 2 RULES AND REGULATIONS, Continued
- 2.3 Liability of the Company, Continued
  - 2.3.15 With respect to Emergency Number 911 Service:
    - 2.3.15.1 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: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
    - 2.3.15.2 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 Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, 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 Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

- 2 RULES AND REGULATIONS, Continued
- 2.3 Liability of the Company, Continued
  - 2.3.15 With respect to Emergency Number 911 Service, Continued:
    - 2.3.15.3. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Tariff, the Customer agrees to the release of such information under the above provision.
  - 2.3.16. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
  - 2.3.17. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
  - 2.3.18 As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.

- 2 RULES AND REGULATIONS, Continued
- 2.3 Liability of the Company, Continued
  - 2.3.19 The Company will 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 will not be liable for any delays in commencing service to any Customer.
  - 2.3.20. 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 negligence or willful misconduct of the Company.
  - 2.3.21 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 RULES AND REGULATIONS, Continued

### 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 2.4.8.1, 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.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 2 RULES AND REGULATIONS, Continued
- 2.4. Application for Service, Continued
  - 2.4.1. Minimum Contract Period, Continued:
    - 2.4.1.4 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.
    - 2.4.1.5 If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.
    - 2.4.1.6 In the case where a Customer enters into a contract for the Company's services, the minimum service period shall be the Commitment Period stated in the contract. At the end of the Commitment Period, the Contract will remain in effect until the Customer or the Company provide written notice of termination in accordance with the terms and conditions of the Contract.
    - 2.4.1.7 In the event the Customer terminates service with the Company prior to the end of the Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will be liable to pay a Termination Fee as stated in the Contract. The Termination Fee will be due immediately upon termination of service. The Company will notify the Customer at least sixty (60) days in advance of the end of the Commitment Period.

- 2 RULES AND REGULATIONS, Continued
- 2.4. Application for Service, Continued
  - 2.4.1. Minimum Contract Period, Continued:
    - 2.4.1.8 Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company reserves the right to refuse service under the conditions set forth in Section 2.20.1.
    - 2.4.1.9 Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
    - 2.4.1.10 Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

- 2 RULES AND REGULATIONS, Continued
- 2.4. Application for Service, Continued
  - 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;
      - A. The total costs of installing and removing such facilities; or
      - 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 RULES AND REGULATIONS, Continued

### 2.5 Payment for Service

- 2.5.1 The Company is responsible for issuing customer bills directly to Customers. The Company will comply with the provisions of COMAR 20.45.04.01 with respect to customer bills. Service will be billed 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.
- 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 advanced payments of fixed charges and nonrecurring charges. The advanced 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 advanced payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advanced payment will be applied to any indebtedness for the service and facilities for which the advanced 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.

Issued: March 19, 2008 Effective Date: March 19, 2008

### 2 RULES AND REGULATIONS, Continued

## 2.6 Customer Deposits

- 2.6.1 The Company does not accept deposits. If the Company elects to collect deposits, 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.
- 2.6.2 In order to establish credit, the Company may require an applicant for service to demonstrate good paying habits by showing that the applicant:
  - 2.6.2.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
  - 2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
  - 2.6.2.4 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.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 2 RULES AND REGULATIONS, Continued
- 2.6 Customer Deposits, Continued
  - 2.6.3 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.

- 2 RULES AND REGULATIONS. Continued
- 2.6 Customer Deposits, Continued
  - 2.6.7 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) as appropriate.

## 2.7 Late Payment Charges

- 2.7.1 The Company 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).

Issued: March 19, 2008 Effective Date: March 19, 2008

- 2 RULES AND REGULATIONS, Continued
- 2.8 Customer Complaints and Billing Disputes
  - 2.8.1 Billing disputes should be addressed, orally or in writing, to Company's Customer service organization. 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 Public Service Commission of Maryland 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, 1-866-847-1500, for customers to contact the carrier in accordance with COMAR 20.45.04.02.B. Customer service representatives are available from 9:00 a.m. to 6:00 p.m. Eastern Time. Messages may be left for Customer services from 6:01 p.m. to 8:59 a.m. Eastern Time, which will be responded to on the next business day. In the event of an emergency which threatens Customer service, Customer Service staff may be paged.
- 2.8.4 The Company will not collect attorney fees or court costs from customers.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 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, and billed for, by the Company. The Company agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.
  - 2.9.2 Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.3, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
  - 2.9.3 An interruption period begins when the Customer reports a service facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
  - 2.9.4 If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
  - 2.9.5 Only Customers receiving services utilizing the Company's facilities and switch equipment will be entitled to credit allowances.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 2 RULES AND REGULATIONS, Continued
- 2.9 Allowance for Interruptions in Service, Continued
  - 2.9.6. No credit allowances will be made for any interruption in service:
    - 2.9.6.1 due to circumstances or causes beyond the control of the Company.
    - 2.9.6.2 during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
    - 2.9.6.3 during any period in which the Customer continues to use the service on a impaired basis;
    - 2.9.6.4 during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a chance in service arrangements;
    - 2.9.6.5 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
    - 2.9.6.6 that was not reported to the Company within thirty (30) days of the date that service was affected.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 2 RULES AND REGULATIONS, Continued
- 2.9 Allowance for Interruptions in Service, Continued
  - 2.9.7 Credits for interruptions of service shall in no event exceed an amount equivalent to the Monthly Facility Charge for the month of service during which the event that gave rise to the claim for a credit occurred. A credit allowance as provided in below is applied against the rates specified and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
  - 2.9.8. Credit for Service Interruption

Customers experiencing interruptions of service as herein defined will be credited for service interruptions of 24 (twenty-four) hours or more as follows:

Credit formula: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

#### 2.10 Taxes and Fees

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

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

Reserved for future use.

## 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.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 2 RULES AND REGULATIONS, Continued
- 2.14 Termination of Service, Continued
  - 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:
      - 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.
      - 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.
      - C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

#### 2.14 Termination of Service, Continued

## 2.14.2 Denial of Service Requiring Notice, Continued

#### 2.14.2.1, Continued

- D Non-payment of Bill.
  - 1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
  - 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.
  - 3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
  - 4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 2 RULES AND REGULATIONS, Continued
- 2.14 Termination of Service, Continued
  - 2.14.2 Denial of Service Requiring Notice, Continued
    - 2.14.2.1, Continued
      - D Non-payment of Bill, Continued
        - 5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
        - 6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

- 2 RULES AND REGULATIONS, Continued
- 2.14 Termination of Service, Continued
  - 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:
      - A Failure of a prior customer to pay for service at the premises to be serviced;
      - B Failure to pay for a different class of service for a different utility;
      - C Failure to pay the bill of another customer as guarantor of that bill:
      - D Failure to pay directory advertising charges;
      - E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

#### 2.14 Termination of Service, Continued

#### 2.14.3 Insufficient Reasons for Denial of Service, Continued

#### 2.14.3.1, Continued

- F Failure to pay an outstanding bill that is over 7 years old, unless the:
  - 1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
  - 2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
  - 3 Outstanding bill is for service obtained by the customer by means of an application made:
    - (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.

Issued: March 19, 2008 Effective Date: March 19, 2008

#### 2.15 Unlawful Use of Service

- 2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
  - 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
  - 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay 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.

Issued: March 19, 2008 Effective Date: March 19, 2008

#### 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.

#### 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.

#### 2.20 PROVISION AND MAINTENANCE OF SERVICE

- 2.20.1 Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.20.2 At the request of the Customer, installation or maintenance may be performed outside of 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 by Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- 2.20.3 Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.20.4 Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.

Issued: March 19, 2008 Effective Date: March 19, 2008

#### 2.21 EQUIPMENT AND FACILITIES

- 2.21.1 The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:
  - 2.21.1.1 The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2.21.1.2 The reception of signals by Customer-provided equipment; or
  - 2.21.1.3 Network control signaling when performed by Customer-provided network control signaling equipment.
- 2.21.2. At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

Issued: March 19, 2008 Effective Date: March 19, 2008

#### 2.22. INTERCONNECTION

- 2.22.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.22.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.22.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

#### 2.23. FULL FORCE AND EFFECT

2.23.1. Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

Issued: March 19, 2008 Effective Date: March 19, 2008

#### 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.

#### 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 Arrangement ("CPA") 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 tariffed rates. CPA rates must be provided under contract to a Customer and the contract filed (under seal) with the Commission.

#### 3 DESCRIPTION OF SERVICES, Continued

#### 3.5 Timing of Calls

- 3.5.1. The subscriber's service charges for long distance or local usage services are based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminates when either party hangs up.
- 3.5.2. Unless otherwise specified in this tariff, the minimum call duration for billing purposes is thirty (30) seconds with six (6) second billing increments thereafter.
- 3.5.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.6 Company's Telecommunications Services
  - 3.6.1 Local Exchange Telecommunications Services
    - 3.6.1.1 The Company's local exchange service provides a Customer with a voice-grade communications channel and unique telephone number address which enables the Customer to:
      - place or receive calls to any calling station in the local calling area as defined in this tariff;
      - access enhanced 911 Emergency Service;
      - access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
      - access Operator Services;
      - access Directory Assistance for the local calling area;
      - place or receive calls to 800/888 telephone numbers:
      - access Telecommunication Relay Service.
    - 3.6.1.2 The Company arranges for one listing of the Customer's name and telephone number in the local telephone directory.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 3 DESCRIPTION OF SERVICES, Continued
- 3.6 Company's Telecommunications Services, Continued
  - 3.6.1 Local Exchange Telecommunications Services, Continued
    - 3.6.1.3 [reserved for future use]

- 3 DESCRIPTION OF SERVICES, Continued
- 3.6 Company's Telecommunications Services, Continued
  - 3.6.1 Local Exchange Telecommunications Services, Continued
    - 3.6.1.4. Directory Assistance Service

Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212". Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

- 3 DESCRIPTION OF SERVICES, Continued
- 3.6 Company's Telecommunications Services, Continued
  - 3.6.1 Local Exchange Telecommunications Services, Continued
    - 3.6.1.7. Directory Listing Service

Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent's listing service tariff schedule, subject to availability of such listing service to Company's Customers. Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this tariff sheet.

- 3 DESCRIPTION OF SERVICES, Continued
- 3.6. Company's Telecommunications Services, Continued
  - 3.6.1 Local Exchange Telecommunications Services, Continued
    - 3.6.1.8. Operator Assistance Service

A Customer may obtain the assistance of an operator to complete calls in the following manner. The following surcharges will be applied on a per call basis.

- A. Third Number Billing provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- B. Collect Calls provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- C. Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.
- D. Station to Station provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 3 DESCRIPTION OF SERVICES, Continued
- 3.6. Company's Telecommunications Services, Continued
  - 3.6.1 Local Exchange Telecommunications Services, Continued
    - 3.6.1.8. Operator Assistance Service, Continued
      - E. Busy Line Verification provides the Customer with the option to request operator verification of whether a specific line is busy or inoperative.
      - F. Line Service Interrupt provides the Customer with the option to request operator interruption of a line that is in use, primarily for emergency situations.
      - G. General Assistance provides the Customer with the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Company Customer Service 800 telephone numbers, but does not request the operator to complete the call.

#### 3.6.1.9 Non-Published Service

At the request of Customer, the Customer's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 3 DESCRIPTION OF SERVICES, Continued
- 3.6. Company's Telecommunications Services, Continued
  - 3.6.1 Local Exchange Telecommunications Services, Continued
    - 3.6.1.1 Local Service Provider Freeze
      - A. The Company will make available a local service provider freeze to all 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.
      - B. 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).
      - C. 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).

Issued: March 19, 2008 Effective Date: March 19, 2008

## 3.6 Company's Telecommunications Services, Continued

3.6.2. [Reserved for Future Use]

(D)

(T)

(D)

Issued: June 25, 2015 Effective Date: August 1, 2015

#### 4 RATES AND CHARGES

#### 4.1 BASIC BUSINESS LINE SERVICE

Basic Business Line Service provides a Customer with one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at time. Basic Business Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Business trunks are designed to handle high-traffic volumes associated with connection to Customer-provided PBX equipment.

#### 4.1.1. Individual Line/Multiline Key/PBX Trunk/ISDN-BRI

	Measured	Message	Service
Description	Monthly	Monthly	NRC
Rate Group A	\$12.23	\$12.23	\$41.20
Rate Group B	\$14.23	\$14.23	\$41.20

## 4.1.2. Direct Inward Dialing (DID)/PRI-T1

<b>Description</b> DID Station Numbers	Monthly Rate	Service NRC	USOC
First 20 DID Numbers Add'I 20 Numbers DID Trunk Termination PRI ISDN 23B + D <sup>1</sup> Primary Rate Access Facility <sup>2</sup>	\$ 4.00 \$ 4.00 \$23.75 \$350.00 \$150.00	\$574.75 \$ 19.95 \$ 79.80 \$1,200.00 \$200.00	NDZ NDJ NDT

#### 4.1.3. CENTREX

	Measured	Message	Service
Description	Monthly	Monthly	NRC
Rate Group A	\$22.80	\$22.80	\$41.20
Rate Group B	\$23.77	\$23.77	\$41.20

<sup>&</sup>lt;sup>1</sup> Excludes usage charges; billed separately.

<sup>&</sup>lt;sup>2</sup> Excludes usage charges; billed separately.

- 4 RATES AND CHARGES, Continued
- 4.1 BASIC BUSINESS LINE SERVICE, Continued
  - 4.1.4. Usage Charges

	First	Addi
Description	Minute	Minute
Measured Service	\$0.0187	\$0.0187
Message Service	\$0.0852	\$0.0000

4.1.5. Additional Charges

_	Monthly	
Description	Rate	USOC
Touch-Tone	\$0.00	
Hunting	\$0.00	HTG

## 4 RATES AND CHARGES, Continued

## 4.1 BASIC BUSINESS LINE SERVICE, Continued

## 4.1.6. Order Charges

	Service
Description	NRC
Each Additional Line/Trunk	\$41.20
Change of Service	\$22.46
Record Order	\$19.80

## 4.1.7. Premises Visit Charges

	Service
Description	NRC
Order Charge	\$124.00
Labor Charge (Each 15 Minutes)	\$15.20

#### 4.1.8. Vertical Features

Monthly	Service	
Charge	NRC	USOC
	\$22.46	\$0.00 NSY
\$3.60	\$22.46	ESM
\$1.84	\$22.46	EVB
\$1.84	\$22.46	EVD
\$1.84	\$22.46	E5E
\$3.68	\$22.46	ESX
	\$3.60 \$1.84 \$1.84 \$1.84	\$22.46 \$3.60 \$22.46 \$1.84 \$22.46 \$1.84 \$22.46 \$1.84 \$22.46

Issued: March 19, 2008 Effective Date: March 19, 2008

## 4 RATES AND CHARGES, Continued

## 4.1 BASIC BUSINESS LINE SERVICE, Continued

## 4.1.7. Vertical Features, Continued

	Monthly	Service	
Description	Charge	NRC	USOC
IndentaRing Distinctive Ringing	,		
Per Dependent Number	\$5.98	\$22.46	
Priority Call	\$2.80	\$22.46	NSK
Remote Call Forward Line	\$15.20	\$22.46	RCFVL
Remote Call Forward Ad'l Path	\$15.20	\$22.46	RCA
Repeat Call	\$2.38	\$22.46	NSQ
Return Call	\$4.14	\$22.46	NSS
Select Forward	\$3.60	\$22.46	NCE
Speed Calling 8	\$1.84	\$22.46	ESL
Speed Calling 30	\$4.14	\$22.46	ESF
Three-Way Calling	\$3.68	\$22.46	ESC
Ultra Forward	\$5.52	\$22.46	FRM
Call Gate Blocking Option	\$3.68	\$22.46	OC4

## 4.1.8. Calling Identification

Monthly Charge	USOC
\$2.76	AYW
\$2.40	AYK
\$7.80	NSD
\$8.74	NDF
	\$2.76 \$2.40 \$7.80

Issued: March 19, 2008 Effective Date: March 19, 2008

- 4 RATES AND CHARGES, Continued
- 4.1 BASIC BUSINESS LINE SERVICE, Continued
  - 4.1.9. Per-Use Features

	Per Call
Description	Charge
Call Trace	\$0.80
Repeat Call	\$0.60
Return Call	\$0.60
Three-Way Calling	\$0.60

- 4.1.10. Dial-Around Compensation Surcharge for Payphones
  - 4.1.10.1 Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:
    - A. Calling card service
    - B. Collect calls
    - C. Third party billed
    - D. Directory Assistance calls
    - E. Pre-paid card service
  - 4.1.10.2. The Surcharge does not apply to:
    - A. Calls paid for by inserting coins
    - B. Calls placed from stations other than public/semi-public payphones
    - C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
    - D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.
  - 4.1.10.3 The Dial Around Compensation Surcharge rate is \$0.50 per call.

Issued: March 19, 2008 Effective Date: March 19, 2008

#### 4 RATES AND CHARGES, Continued

## 4.1 BASIC BUSINESS LINE SERVICE, Continued

## (T) (D)

## 4.1.11 Non-Recurring Charges

New Installation 1-3 lines	\$120.00
New Installation 4-10 lines	\$260.00
New Installation 11+ lines	\$500.00
No Trouble Found	\$125.00

Service Charge \$49.00

Record Change \$29.00 Tag and Locate \$129.00 Restoral Charge \$31.00

(D)

Issued: June 25, 2015 Effective Date:August 1, 2015

- 4 RATES AND CHARGES, Continued
- 4.3. [Reserved for Future Use]

(T)

(D)

(D)

Issued: June 25, 2015 Effective Date:August 1, 2015

- 4 RATES AND CHARGES, Continued
- 4.3. [Reserved for Future Use]

(D)

(T)

(D)

Issued: June 25, 2015 Effective Date:August 1, 2015

## 5 LOCAL EXCHANGE SERVICE -EXCHANGES AND EXCHANGE AREAS

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Aberdeen	В	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Havre de Grace, Perryville and Port Deposit exchanges, and the Fork one
Annapolis	В	Annapolis, Crofton, Millersville, Odenton, Sherwood Forest and West River exchanges, and the Armiger- Gibson Island, Brooklyn Park-Linthicum, Glen Burnie, Severn and Severna Park zones
Arbutus Zone	Α	All zones of the BMEA and the Columbia and Sykesville exchanges
Armiger-Gibson Island Zone	A	All zones of the BMEA and the Annapolis exchange
Ashton	А	Ashton, Columbia, Damascus, Gaithersburg, Glenwood and Laurel exchanges, and the Berwyn, Bethesda, Hyattsville, Kensington, Layhill, Rockville, Silver Spring and Washingotn, D.C., zones. In addition, telephones in the Ellicott City Zone are included in the exchange area of telephones bearing the central office description of 854 of the Ashton Exchange.
Baltimore Zone	А	All zones of the BMEA and the Columbia, Fallston, Sparks-Glencoe, Sykesville and Worthington exhanges
Bel Air	В	Bel Air, Aberdeen, Cardiff, Churchville, Darlington, Edgewood, Fallston, Havre de Grace and Jarrettsville exchanges, and the Fork, Parkville and Towson zones
Berlin	В	Berlin, Bishopville, Ocean City, Pocomoke, Salisbury, Snow Hill and Willards

Issued: March 19, 2008 Effective Date: March 19, 2008

# 5 LOCAL EXCHANGE SERVICE -EXCHANGES AND EXCHANGE AREAS, Continued

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Berwyn Zone	А	All zones of WMEA and the Ashton, Columbia, Crofton and Laurel exchanges. In addition, telephone services bearing the central office designation 410-724, 792, 797, 813, 862 and 880 of the Waterloo zone are also included in the exchange area of customers with telephone services bearing the central office designation 301-206, 369, 419, 886 and 953 of the Berwyn zone.
Bethesda Zone	А	All zones of WMEA and the Ashton, Damascus, Gaithersburg and Laurel exchanges
Bishopville	В	Bishopville, Berlin, Ocean City, Salisbury, Selbyville, Del., Snow Hill and Willards
Bittinger	В	Bittinger, Friendsville-Accident, Grantsville, Lonaconing, Oakland, and Westernport
Bowie-Glenn Dale Zone	А	All zones of WMEA and the Crofton, Laurel, Millersville, Odenton and West River exchanges. In addition, telephone services bearing the central office designations 410-519 or 551 of the Severn zone and 410-793 of the Severna Park zone are also included in the exchange area of customers with telephone services bearing the central office designations 301-261, 621, 858 or 912 of the Bowie-Glenn Dale zone.
Brandywine	В	Brandywine, Hughesville and Waldorf exchanges, and the Capitol Heights, Clinton, Marlboro and Oxon Hill zones.
Brooklyn Park- Linthicum Zone	A	All zones of the BMEA and the Annapolis, Columbia, Millersville, Odenton, Sherwood Forest and Sykesville exchanges

Issued: March 19, 2008 Effective Date: March 19, 2008

# 5 LOCAL EXCHANGE SERVICE -EXCHANGES AND EXCHANGE AREAS, Continued

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Brunswick	В	Brunswick, Buckeystown, Frederick, Keedysville and Middletown
Buckeystown	В	Buckeystown, Brunswick, Frederick, New Market and Poolesville
Cambridge	В	Cambridge, Hurlock, Oxford, St. Michaels, Tilghman, Trappe, Vienna and Wingate
Capitol Heights Zone	A	All zones of WMEA and the Brandywine, Indian Head, Laurel, Waldorf and West River exchanges
Cardiff	В	Bel Air, Cardiff, Darlingon, Delta, Pa., Fawn Grove, Pa., Jarrettsville and Port Deposit
Catonsville Zone	A	All zones of the BMEA and the Columbia, Glenwood, Laurel and Sykesville exchanges
Cecilton	В	Cecilton, Chesapeake City, Elkton, Galena, Still Pond and Warwick
Centreville	В	Centreville, Chestertown, Church Hill, Easton, Greensboro, Hillsboro, Queenstown, Ridgely, Rock Hall, Stevensville and Sudlersville
Chase Zone	Α	All zones of the BMEA and the Edgewood exchange
Chesapeake City	В	Cecilton, Chesapeake City, Elkton and Warwick
Chestertown	В	Centerville, Chestertown, Church Hill, Millington and Sudlersville
Church Hill	В	Centerville, Chestertown, Church Hill, Millington and Sudlersville
Churchville	В	Aaberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston and Havre de Grace

Issued: March 19, 2008 Effective Date: March 19, 2008

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Clear Spring	В	Clear Spring, Hagerstown, Hancock and Wiliamsport
Clinton Zone	А	All zones of the WMEA and the Brandywine and Waldorf exchanges
Cockeyville Zone	A	All zones of the BMEA and the Hampstead, Jarrettsville, Parkton, Sparks-Glencoe, Sykesville and Worthington exchanges
Columbia	A	Ashton, Columbia, Glenwood and Laurel exchanges and the Arbutus, Baltimore, Berwyn, Brooklyn Park-Linthicum, Catonsville, Elkridge, Ellicott City, Glen Burnie, Layhill, Pikesville, Randallstown, Silver Spring, Towson, Waterloo and Woodlawn zones
Crisfield	В	Crisfield, Marion, Pocomoke, Princess Anne, Salisbury and Smith Island
Crofton	В	Annapolis, Crofton, Millersville, Odenton, Sherwood Forest and West River exchanges, and the Berwyn, Bowie-Glenn Dale, Glen Burnie, Hyattsville, Severn and Severna Park zones
Cumberland	В	Cumberland, Flintstone-Oldtown, Frostburg, Grantsville, Hewitt, Pa., Lonaconing, McCoole, Mt. Savage, Ridgely, W. Va., State Line, Pa., Wellersburg, Pa., and Westernport
Damascus	А	Ashton, Damascus, Frederick, Gaithersburg, Glenwood, Mt. Airy and New Market exchanges, and the Bethesda, Kensigton, Layhill, Rockville and Silver Spring zones
Darlington	В	Aberdeen, Bel Air, Cardiff, Churchville, Darlington, Havre de Grace and Port Deposit

Issued: March 19, 2008 Effective Date: March 19, 2008

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Deal Island	В	Deal Island, Nanticoke, Princess Anne, Salisbury, Smith Island and Vienna
Delmar	В	Delmar, Del., Delmar, Md., Laurel, Del., Nanticoke, Salisbury, Sharptown and Willards
Denton	В	Denton, Easton, Federalsburg, Greensboro, Hillsboro, Preston and Ridgely
Dundalk Zone	Α	All zones of the BMEA and the Edgewood exchange
Easton	В	Centreville, Denton, Easton, Federalsburg, Greensboro, Hillsboro, Oxford, Preston, Queenstown, Ridgely, St. Michaels, Stevensville, Tilghman and Trappe
Edgewood	В	Aberdeen, Bel Air, Churchville, Edgewood, Fallston and Havre de Grace exchanges, and the Chase, Dundalk, Essex, Fork, Parkville, Sparrows Point and Towson zones
Elkridge Zone	А	All zones of the BMEA and the Columbia, Laurel, Odenton and Sykesville exchanges
Elkton	В	Cecilton, Chesapeake City, Elkton, North East, Perryville, Port Deposit and Warwick
Ellicott City Zone	A	All zones of the BMEA and the Columbia, Glenwood, Laurel and Sykesville exchanges. In addition, telephones bearing the central office designation of 854 of the Ashton exchange are included.
Emmitsburg	В	Emmitsburg, Fairfield, Pa., Frederick, Highfield and Thurmot
Essex Zone	Α	All zones of the BMEA and the Edgewood exchange

Issued: March 19, 2008 Effective Date: March 19, 2008

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Fallston	А	Aberdeen, Bel Air, Churchville, Edgewood, Fallston, Havre de Grace and Jarrettsville exchanges, and the Baltimore, Fork, Parkville and Towson zones
Federalsburg	В	Denton, Easton, Federalsburg, Hurrlock, Preston and Sharptown
Flintstone- Oldtown	В	Cumberland, Flintstone-Oldtown, Hancock, Hewitt, Pa., Ridgely, W.Va., and State Line, Pa.
Fork Zone	A	All zones of the BMEA and the Aberdeen, Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges
Frederick	В	Brunswick, Buckeystown, Damascus, Emmitsburg, Frederick, Middletown, Mt. Airy, Myersville, New Market, Thurmont, Union Bridge and Walkersville
Friendsville- Accident	В	Bittinger, Friendsville-Accident, Grantsville and Oakland
Frostburg	В	Cumberland, Frostburg, Grantsville, Lonaconing, Mt. Saveage and Wellersburg, Pa.
Gaithersburg	A	Ashton, Damascus, Gaithersburg and Poolesville exchanges and the Bethesda, Kensington, Layhill, Rockville, Silver Spring and Washington, D.C. zones
Galena	В	Cecilton, Chestertown, Galena, Millington, Still Pond and Warwick
Glen Burnie Zone	А	All zones of the BMEA and the Annapolis, Columbia, Crofton, Laurel, Millersville, Odenton, Sherwood Forest and Sykesville exchanges

Issued: March 19, 2008 Effective Date: March 19, 2008

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Glenwood	В	Ashton, Columbia, Damascus, Glenwood, Mt. Airy and Sykesville exchanges and the Catonsville, Ellicott City and Woodlawn zones
Grantsville	В	Bittinger, Cumberland, Friendsville-Accident, Frostburg, Grantsville, Lonaconing, Mt. Savage and Salisbury, Pa.
Greensboro	В	Centerville, Denton, Easton, Greensboro, Hillsboro, Ridgely and Sudlersville
Hagerstown	В	Clear Spring, Hagerstown, Hancock, Keedysville, Falling Waters, W.Va., Myersville, Smithsburg and Williamsport
Hampstead	В	Hampstead, Parkton, Silver Run, Sparks-Glencoe, Westminster and Worthington exchanges, and the Cockeysville, Pikesville, Reisterstown, Towson zones
Hancock	В	Berkeley Springs, W. Va., Clear Spring, Flintstone- Oldtown, Hagerstown, Hancock, Needmore, Pa., and Warfordsburg, Pa.
Havre de Grace	В	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Havre de Grace, Perryville and Port Deposit
Highfield	В	Blue Ridge Summit, Pa., Emmitsburg, Highfield, Myersville, Smithsburg, Thurmont and Waynesboro, Pa.
Hillsboro	В	Centreville, Denton, Easton, Greensboro, Hillsboro, Ridgely and Queenstown
Hughesville	В	Brandywine, Hughesville, La Plata, Mechanicsville, Tompkinsville and Waldorf
Hurlock	В	Cambridge, Federalsburg, Hurlock, Preston, Sharptown, Trappe and Vienna
Hyattsville Zone	А	All zones of the WMEA and the Ashton, Crofton, Laurel and West River exchanges

Issued: March 19, 2008 Effective Date: March 19, 2008

	Rate	
Exchange or Zone	Group	Exchange and Zones Included in Exchange Area
Indian Head	В	Indian Head, La Plata, Nanjemoy and Waldorf exchanges, and the Capitol Heights and Oxon Hill zones
Jarrettsville	В	Bel Air, Cardiff, Fallston, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville, Fork, Parkville and Towson zones
Keedysville	В	Brunswick, Hagerstown, Keedysville, Middletown, Myersville and Williamsport
Kensington Zone	Α	All zones of the WMEA and the Ashton, Damascus, Gaithersburg and Laurel exchanges
Kitzmiller	В	Elk Garden, W.Va., Kitzmiller, Oakland and Westernport
La Plata	В	Hughesville, Indian Head, La Plata, Mechanicsville, Nanjemoy, Tompkinsville and Waldorf
Laurel	А	Ashton, Columbia, Laurel, Millersville and Odenton exchanges, and the Berwyn, Bethesda, Bowie-Glenn Dale, Capitol Heights, Catonsville, Elkridge, Ellicott City, Glen Burnie, Hyattsville, Kensington, Layhill, Marlboro, Severn, Silver Spring, Washington, D.C., and Waterloo zones
Layhill Zone	Α	All zones of the WMEA and the Ashton, Columbia, Damascus, Gaithersburg and Laurel exchanges
Leonardtown	В	Leonardtown, Lexington Park-Great Mills, Mechancisville, Ridge and Tompkinsville
Lexington Park- Great Mills	В	Leonardtown, Lexington Park-Great Mills, Mechanicsville, Ridge and Solomons
Lonaconing	В	Bittinger, Cumberland, Frostburg, Grantsville, Lonaconing, McCoole and Westernport

Issued: March 19, 2008 Effective Date: March 19, 2008

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Marion	В	Crisfiled, Marion, Pocomoke, Princess Anne and Salisbury
Marlboro Zone	Α	All zones of the WMEA and the Brandywine, Laurel, North Beach and West River Exchanges
McCoole	В	Cumberland, Keyser, W. Va., Lonaconing, McCoole, Piedmont, W. Va, and Westernport
Mechanicsville	В	Hughesville, La Plata, Leonardtown, Lexington Park-Great Mills, Mechanicsville and Tompkinsville
Middletown	В	Brunswick, Frederick, Keedysville, Middletown and Myersville
Millersville	В	Anna polis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Glen Burnie, Severn, Severna Park and Waterloo zones
Millington	В	Chestertown, Church Hill, Galena, Millington, Still Pond, Sudlersville and Warwick
Mt. Airy	В	Damascus, Frederick, Glenwood, Mt. Airy, New Market and Sykesville
Mt. Savage	В	Cumberland, Frostburg, Grantsville, Mt. Savage and Wellersburg, Pa.
Myersvillle	В	Frederick, Hagerstown, Highfield, Keedysville, Middletown, Myersville, Smithsburg and Thurmont
Nanjemoy	В	Indian Head, La Plata, Nanjemoy and Waldorf
Nanticoke	В	Deal Island, Delmar, Nanticoke, Princess Anne, Salisbury and Vienna

Issued: March 19, 2008 Effective Date: March 19, 2008

	Rate	
Exchange or Zone	Group	Exchange and Zones Included in Exchange Area
New Market	В	Buckeystown, Damascus, Frederick, Mt. Airy and New Market
New Windsor	В	New Windsor, Sykesville, Union Bridge and Westminster
North Beach	В	North Beach, Prince Frederick, Solomons and West River Exchanges and the Marlboro zone
North East	В	Elkton, North East, Perryville and Port Deposit
Oakland	В	Bittinger, Friendsville-Accident, Gormania, W. Va., Kitzmiller, Oakland and Westernport
Ocean City	В	Berlin, Bishopville, Ocean City, Salisbury, Snow Hill and Willards
Odenton	В	Annapolis, Crofton, Laurel, Millersville, Odenton, and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Elkridge, Glen Burnie, Severn, Severna Park and Waterloo zones
Oxford	В	Cambridge, Easton, Oxford, St. Michaels and Trappe
Oxon Hill Zone	А	All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges
Parkton	В	Hampstead, Jarrettsville, Parkton and Sparks- Glencoe exchanges, and the Cockeysville and Towson zones
Parkville Zone	A	All zones of the BMEA and the Bel Aird, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges
Perryville	В	Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit

Issued: March 19, 2008 Effective Date: March 19, 2008

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Pikesville Zone	A	All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges
Pocomoke	В	Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Termperanceville, Va.
Poolesville	В	Buckeystown, Gaithersburg and Poolesville exchanges and the Rockville zone
Port Deposit	В	Aberdeen, Cardiff, Darlington, Elkton, Havre de Grace, North East, Perryville and Port Deposit
Preston	В	Denton, Easton, Federalsburg, Hurlock, Preston and Trappe
Prince Frederick	В	North Beach, Prince Frederick and Solomons
Princess Anne	В	Crisfield, Deal Island, Marion, Nanticoke, Pocomoke, Princess Anne, Salisbury, Smith Island and Snow Hill
Queenstown	В	Centreville, Easton, Hillsboro, Queenstown, Rock Hall, St. Michaels and Stevensville
Randallstown Zone	А	All zones of the BMEA and the Columbia, Sykesville and Worthington exchanges
Reisterstown Zone	A	All zones of the BMEA and the Hampstead, Sparks-Glencoe, Sykesville, Westminster and Worthington exchanges
Ridge	В	Leonardtown, Lexington Park-Great Mills and Ridge
Ridgely	В	Centreville, Denton, Easton, Greensboro, Hillsboro and Ridgely

Issued: March 19, 2008 Effective Date: March 19, 2008

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Rock Hall	В	Centreville, Chestertown, Queenstown, Rock Hall and Stevensville
Rockville Zone	Α	All zones of the WMEA and the Ashton, Damascus, Gaithersburg and Poolesville exchanges
St. Michaels	В	Cambridge, Easton, Oxford, Queenstown, St. Michaels, Stevensville and Tilghman
Salisbury	В	Berlin, Bishopville, Crisfield, Deal Island, Delmar, Del., Delmar, Md., Marion, Nanticoke, Ocean City, Pocomoke, Princess Anne, Salisbury, Sharptown, Snow Hill, Vienna and Willards
Severn Zone	A	All zones of the BMEA and the Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwoood Forest exchanges. In addition, telephones bearing the central office designation 301-261, 621, 677, 858, 912 and 970 of the Bowie-Glenn Dale zone are also included in the exchange area of customers with telephones bearing the central office designations 410-519 and 551 of the Severn zone.
Severana Park Zone	A	All zones of the BMEA and the BMEA and the Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwoood Forest exchanges. In addition, telephones bearing the central office designation 301-261, 621, 677, 858, 912 and 970 of the Bowie-Glenn Dale zone are also included in the exchange area of customers with telephones bearing the central office designations 410-793 of the Severna Park zone.

Issued: March 19, 2008 Effective Date: March 19, 2008

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Sharptown	В	Delmar, Del., Delmar, Md., Federalsburg, Hurlock, Salisbury, Sharptown and Vienna
Sherwood Forest	В	Annapolis, Crofton, Millersville, Odenton and Sherwood Forest exchanges and the Brooklyn Park-Linthicum, Glen Burnie, Severn and Severna Park zones
Silver Run	В	Hampstead, Littlestown, Pa., Silver Run, Taneytown and Westminster
Silver Spring Zone	Α	All zones of the WMEA and the Ashton, Columbia, Damascus, Gaithersburg and Laurel exchanges
Smith Island	В	Crisfield, Deal Isaland, Princess Anne and Smith Island
Smithsburg	В	Hagerstown, Highfield, Myersville and Smithsburg
Snow Hill	В	Berlin, Bishopville, Ocean City, Pocomoke, Princess Anne, Salisbury, Snow Hill and Willards
Solomons	В	Lexington Park–Great Mills, North Beach, Prince Frederick and Solomons
Sparks-Glencoe	А	Hampstead, Jarrettsville, Parkton, Sparks-Glencoe and Worthington exchanges, and the Baltimore, Cockeysville, Fork, Parkville, Reisterstown and Towson exchanges
Sparrows Point Zone	Α	All zones of the BMEA and the Edgewood exchange
Stevensville	В	Centreville, Easton, Queenstown, Rock Hall, St. Michaels and Stevensville
Still Pond	В	Cecilton, Chestertown, Galena, Millington and Still Pond
Sudlersville	В	Centreville, Chestertown, Church Hill, Greensboro, Millington and Sudlersville

Issued: March 19, 2008 Effective Date: March 19, 2008

	Rate	
Exchange or	Group	Exchange and Zones Included in Exchange Area
Zone	_	
Sykesville	A	Glenwood, Mt. Airy, New Windsor, Sykesville and Westminster exchanges, and the Arbutus, Baltimore, Brooklyn Park–Linthicum, Catonsville, Cockeysville, Elkridge, Ellicott City, Glen Burnie, Pikesville, Randallstown, Reisterstown, Towson and Woodlawn zones
Taneytown	В	Silver Run, Taneytown, Union Bridge and Westminster
Thurmont	В	Emmitsburg, Frederick, Highfield, Myersville, Thurmont and Walkersville
Tilghman	В	Cambridge, Easton, St. Michaels and Tilghman
Tompkinsville	В	Hughesville, La Plata, Leonardtown, Mechanicsville, Tompkinsville and Waldorf
Towson Zone	A	All zones for the BMEA and the Bel Air, Columbia, Edgewood, Fallston, Hampstead, Jarrettsville, Parkton, Sparks-Glencoe, Sykesville, Westminster and Worthington exchanges
Trappe	В	Cambridge, Easton, Hurlock, Oxford, Preston and Trappe
Union Bridge	В	Frederick, New Windsor, Taneytown, Union Bridge and Westminster
Vienna	В	Cambridge, Deal Island, Hurlock, Nanticoke, Salisbury, Sharptown, Vienna and Wingate
Waldorf	В	Brandywine, Hughesville, Indian Head, La Plata, Nanjemoy, Tompkinsville and Waldorf exchanges, and the Capitol Heights, Clinton and Oxon Hill zones

Issued: March 19, 2008 Effective Date: March 19, 2008

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Walkersville	В	Frederick, Thurmont and Walkersville
Warwick	В	Cecilton, Chesapeake City, Elkton, Galena, Middletown, Del, Millington and Warwick
Waterloo Zone	А	All zones of the BMEA and the Columbia, Laurel, Millersville and Odenton exchanges. In addition, telephone services bearing the central office designations 301-206, 369, 419, 886 and 953 of the Berwyn zone are also included in the exchange area of customers with telephone services bearing the central office designations 410-724, 792, 797, 813, 862 and 880 of the Waterloo zone.
Westernport	В	Bittinger, Cumberland, Keyser, W. Va., Kitzmiller, Lonaconing, McCoole, Oakland, Piedmont, W. Va., and Westernport
Westminster	В	Hampstead, New Windsor, Silver Run, Sykesville, Taneytown, Union Bridge, Westminster and Worthington exchanges, and the Pikesville, Reisterstown and Towson zones
West River	A	Annapolis, Crofton, North Beach and West River exchanges and the Bowie-Glenn Dale, Capitol Heights, Hyattsville and Marlboro zones
Willards	В	Berlin, Bishopville, Delmar, Ocean City, Salisbury, Snow Hill and Willards
Williamsport	В	Clear Spring, Hagerstown, Falling Waters, W. Va., Keedysville and Williamsport

Issued: March 19, 2008 Effective Date: March 19, 2008

Exchange or Zone	Rate Group	Exchange and Zones Included in Exchange Area
Wingate	В	Cambridge, Vienna and Wingate
Woodlawn Zone	А	All zones of the BMEA and the Columbia, Glenwood and Sykesville exchanges
Worthington	A	Hampstead, Sparks-Glencoe, Westminster and Worthington exchanges, and the Baltimore, Cockeysville, Pikesville, Randallstown, Reisterstown and Towson zone

#### 6 INTRALATA TOLL PRESUBSCRIPTION

#### 6.1 General

IntraLATA toll presubscription is a procedure whereby an end user or Pay Telephone Service Provider may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user 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 Telephone 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 Telephone Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 6.2.

Issued: March 19, 2008 Effective Date: March 19, 2008

#### 6 INTRALATA TOLL PRESUBSCRIPTION, Continued

### 6.2 Presubscription Charge Application

### 6.2.1 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 6.7.1 following.

### 6 INTRALATA TOLL PRESUBSCRIPTION, Continued

### 6.2 Presubscription Charge Application, Continued

### 6.2.3. Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 6.7.1.

### 6.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP

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

- 6 INTRALATA TOLL PRESUBSCRIPTION, Continued
- 6.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")
  - 6.3.1 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.

6.3.2 Verification of Orders for Telemarketing

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

- 6.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
  - A The customer's billing name and address and each telephone number to be covered by the PIC change order;
  - B The decision to change the PIC to the ITP; and
  - C The customer's understanding of the PIC change fee; or

Issued: March 19, 2008 Effective Date: March 19, 2008

- 6 INTRALATA TOLL PRESUBSCRIPTION, Continued
- 6.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure"), Continued
  - 6.3.2 Verification of Orders for Telemarketing, Continued
    - 6.3.2.2 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 6.3.2.1 preceding to confirm the authorization; or
    - 6.3.2.3 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).
  - 6.3.3 The Company will follow the Federal Communications Commission's and the Maryland Public Service Commission's (if issued) regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.
  - 6.3.4 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.

Issued: March 19, 2008 Effective Date: March 19, 2008

- 6 INTRALATA TOLL PRESUBSCRIPTION, Continued
- 6.4 PIC Switchback Options
  - 6.4.1 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:

- 6.4.1.1 Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- 6.4.1.2 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 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.
- 6.4.2 Customer requests Switchback to Previous ITP PIC.

When the Telephone 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 Telephone Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 6.7.2.

Issued: March 19, 2008 Effective Date: March 19, 2008

### 6 INTRALATA TOLL PRESUBSCRIPTION, Continued

#### 6.5 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 a **\$5.00** charge to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end users request a change in carrier.

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

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

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.

- 6 INTRALATA TOLL PRESUBSCRIPTION, Continued
- 6.6 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. Notification will not contain information on PIC-freeze service.

- 6.7 Rates and Charges
  - 6.7.1 Charge for ITP Carrier Change \$6.00
  - 6.7.2 Charge for Switchback Carrier Change \$6.00