Tariff Schedule Applicable to

Facilities-Based and Resold Local Exchange and

Interexchange Telecommunications Services Furnished by

Voxbeam Telecommunications Inc.

Between Points Within the State of Maryland

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

## **CHECK SHEET**

Sheets 1 through 68 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		PAGE	REVISION	
1	Original	*	31	Original	*	61	Original	*
2	Original	*	32	Original	*	62	Original	*
3	Original	*	33	Original	*	63	Original	*
4	Original	*	34	Original	*	64	Original	*
5	Original	*	35	Original	*	65	Original	*
6	Original	*	36	Original	*	66	Original	*
7	Original	*	37	Original	*	67	Original	*
8	Original	*	38	Original	*	68	Original	*
9	Original	*	39	Original	*	69	Original	*
10	Original	*	40	Original	*			
11	Original	*	41	Original	*			
12	Original	*	42	Original	*			
13	Original	*	43	Original	*			
14	Original	*	44	Original	*			
15	Original	*	45	Original	*			
16	Original	*	46	Original	*			
17	Original	*	47	Original	*			
18	Original	*	48	Original	*			
19	Original	*	49	Original	*			
20	Original	*	50	Original	*			
21	Original	*	51	Original	*			
22	Original	*	52	Original	*			
23	Original	*	53	Original	*			
24	Original	*	54	Original	*			
25	Original	*	55	Original	*			
26	Original	*	56	Original	*			
27	Original	*	57	Original	*			
28	Original	*	58	Original	*			
29	Original	*	59	Original	*			
30	Original	*	60	Original	*			

	TABLE OF CONTENTS					
1 - GENERAL 6						
Explan	Explanation of Symbols					
Applica	ation of the Tariff	16				
Definit	ions	16				
2 - RULES ANI	REGULATIONS	17				
2.1	Undertaking of the Company	17				
2.2	Obligations of the Customer	17				
2.3	Liability of the Company	19				
2.4	Application for Service	22				
2.5	Payment for Service	24				
2.6	Customer Deposits	25				
2.7	Late Payment Charges	26				
2.8	Customer Complaints and Billing Disputes	27				
2.9	Allowance for Interruptions in Service	27				
2.10	Taxes and Fees	31				
2.11	Returned Check Charge	31				
2.12	Directory Assistance Call Allowance	31				
2.13	Special Customer Arrangements	32				
2.14	Termination of Service	32				
2.15	Unlawful Use of Service	35				
2.16	Interference with or Impairment of Service	35				
2.17	Telephone Solicitation by Use of Recorded Messages	36				
2.18	Incomplete Calls	36				
2.19	Overcharge/Undercharge	36				
	ON OF SERVICES	37				
3.1	Trial Services	37				
3.2 3.3	Promotional Offerings	37				
3.3	Individual Case Basis ("ICB") Offerings	37 37				
3.4	Customized Pricing Arrangements Offerings	31				
4 – RATES AN	D CHARGES	38				
4.1	Calculation of Rates	38				
4.2	Dial-Around Compensation Surcharge for Payphones	39				
	HARGES AND SURCHARGES	40				
5.1	Service Order and Change Charges	40				
5.2	Premises Visit Charge	41				
5.3	Restoral Charge	41				

		TABLE OF CONTENTS, (CONT'D.)	
6.	LOC	AL EXCHANGE SERVICE	42
	6.1	General	42
	6.2	Charges Based on Duration of Use	43
	6.3	Basic Local Exchange Service	44
	6.4	Direct Inward Dial (DID) Service	45
	6.5	Direct Inward/Direct Outward Dial (DID/DOD)	47
7.	INTE	RASTATE TOLL SERVICES	49
	7.1	General	49
	7.2	Timing of Calls	49
	7.3	Rate Periods	48
	7.4	Outbound Long Distance Service	50
8.	SUPI	PLEMENTAL SERVICES	51
	8.1	Optional Calling Features	51
	8.2	Directory Assistance	54
	8.3	Operator Services	55
	8.4	Busy Line Verification and Emergency Interrupt Service	57
	8.5	Directory Listing Service	58
9.	INTR	ALATA TOLL PRESUBSCRIPTION	62
	9.1	General	62
	9.2	Presubscription Charge Application	63
	9.3	End User/Pay Telephone Service Provider Charge Discrepancy	64
	9.4	PIC Switchback Options	66
	9.5	Informational Notice to Customers	67
	9.6	Rates and Charges	67
10.	SPECI	AL ARRANGEMENTS	68
	10.1	Special Construction Arrangements	68

### 1 GENERAL

# 1.1 Explanation of Symbols

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

## 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to <u>business</u> customers.
- 1.2.3 The Company's service territory is statewide and consists exchanges or zones:

Exchange	Rate	
or Zone	Group	Exchange and Zones Included in Exchange
		Areas
Aberdeen	B,B2	Aberdeen, Bel Air, Churchville, Darlington,
		Edgewood, Fallston, Havre de Grace,
		Perryville and Port Deposit exchanges, and the
		Fork zone.
Annapolis	B,B2	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	A,A1	All zones of the BMEA and the Columbia and
		Sykesville exchanges.
Armiger-Gibson	A,A1	All zones of the BMEA and the Annapolis
		exchange.
Island Zone		

Exchange Or Zone	Rate Group	Exchange and Zones Included in Exchange Areas
Ashton		Ashton, Columbia, Damascus, Gaithersburg, Glenwood and Laurel exchanges, and the Berwyn, Bethesda, Hyattsville, Kensington, Layhill, Rockville, Silver Spring and Washington, 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
D 12 7		the Ashton Exchange.
Baltimore Zone	A,A1	All zones of the BMEA and the Columbia, Fallston, Sparks-Glencoe, Sykesville and Worthington exchanges.
Bel Air	B,B2	Bel Air, Aberdeen, Cardiff, Churchville, Darlington, Edgewood, Fallston, Havre de Grace and Jarrettsville exchanges, and the Fork, Parkville and Towson zones.
Berlin	B,B2	Berlin, Bishopville, Ocean City, Pocomoke, Salisbury, Snow Hill and Willards.
Berwyn Zone	A,A2	All zones of the WMEA and the Ashton, Columbia, Crofton and Laurel exchanges. In addition, telephone services bearing the central office designations 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	A,A2	All zones of the WMEA and the Ashton, Damascus, Gaithersburg and Laurel exchanges.
Bishopville	B,B2	Bishopville, Berlin, Ocean City, Salisbury, Selbyville, Del., Snow Hill and Willards.
Bittinger	B,B1	Bittinger, Friendsville-Accident, Grantsville, Lonaconing, Oakland, and Westernport.
Bowie- Glenn Dale	A,A2	All zones of the 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, 677, 858, 912 or 970 of the Bowie-Glenn Dale zone.
Brandywine	B,B2	Brandywine, Hughesville and Waldorf Exchanges, and the Capitol Heights, Clinton, Marlboro and Oxon Hill zones.
Brooklyn Park- Linthicum Zone	A,A1	All zones of the BMEA and the Annapolis, Columbia, Millersville, Odenton, Sherwood Forest and Sykesville exchanges.
Brunswick	B,B2	Brunswick, Buckeystown, Frederick, Keedysville and Middletown.
Buckeystown	B,B1	Buckeystown, Brunswick, Frederick, New Market and Poolesville

December 13, 2012 February 20, 2013 Issued: Effective:

Exchange	Rate	
Or Zone	Group	Exchange and Zones Included in Exchange Area
Cambridge		Cambridge, Hurlock, Oxford, St. Michaels, Tilghman,
C		Trappe, Vienna and Wingate.
Capitol Heights	A,A2	All zones of the WMEA and the Brandywine, Indian Head,
Zone	,	Laurel, Waldorf and West River exchanges.
Cardiff	B,B1	Bel Air, Cardiff, Darlington, Delta, Pa., Fawn Grove, Pa.,
		Jarrettsville and Port Deposit.
Catonsville Zone	A,A1	All zones of the BMEA and the Columbia, Glenwood,
	,	Laurel and Sykesville exchanges.
Cecilton	B,B1	Cecilton, Chesapeake City, Elkton, Galena, Still Pond and
		Warwick.
Centreville	B,B1	Centreville, Chestertown, Church Hill, Easton, Greensboro,
		Hillsboro, Queenstown, Ridgely, Rock Hall, Stevensville
		and Sudlersville.
Chase Zone	A,A1	All zone of the BMEA and the Edgewood.
Chesapeake City	B,B1	Cecilton, Chesapeake City, Elkton and Warwick.
Chestertown	B.B1	Centerville, Chestertown, Church Hill, Galena, Millington,
		Rock Hall, Still Pond and Sudlersville.
Church Hill	B,B1	Centerville, Chestertown, Church Hill, Millington and
		Sudlersville.
Churchville	B,B1	Aberdeen, Bel Air, Churchville, Darlington, Edgewood,
		Fallston, and Havre de Grace.
Clear Spring	B,B1	Clear Spring, Hagerstown, Hancock and Williamsport.
Clinton Zone	A,A2	All zones of the WMEA and the Brandywine and Waldorf
		exchanges.
Cockeysville	A,A1	All zones of the BMEA and the Hampstead, Jarretts-
Zone		Jarrettsville, Parkton, Sparks-Glencoe, Sykesville and
		Worthington exchanges.
Columbia	A,A1	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	B,B2	Crisfield, Marion, Pocomoke, Princess Anne, Salisbury and
		Smith Island.
Crofton	B,B2	Annapolis, Crofton, Millersville, Odenton, Sherwood Forest
		and West River exchanges, and the Berwyn, Bowie-Glenn
		Dale, Glen Burnie, Hyattsville, Severn and Severna Park
	D F :	zones.
Cumberland	B,B1	Cumberland, Flintstone-Oldtown, Frostburg, Grantsville,
		Hewitt, Pa., Lonaconing, McCoole, Mt. Savage, Ridgeley,
		W. Va., State Line, Pa., Wellersburg, Pa., and Westerport.

Exchange	Rate	
Or Zone		Exchange and Zones Included in Exchange Areas
Damascus	A,A1	Ashton, Damascus, Frederick, Gaithersburg, Glenwood, Mt.
		Airy and New Market exchanges, and the Bethesda,
		Kensington, Layhill, Rockville and Silver Spring zones.
Darlington	B,B1	Aberdeen, Bel Air, Cardiff, Churchville, Darlington, Havre
-		de Grace and Port Deposit.
Deal Island	B,B2	Deal Island, Nanticoke, Princess Anne, Salisbury, Smith
		Island and Vienna.
Delmar	B,B1	Delmar, Del., Delmar, Md., Laurel, Del., Nanticoke,
		Salisbury, Sharptown and Willards.
Denton	B,B1	Denton, Easton, Federalsburg, Greensboro, Hillsboro,
		Preston and Ridgely.
Dundalk Zone	A,A1	All zones of the BMEA and the Edgewood exchange.
Easton	B,B1	Centreville, Denton, Easton, Federalsburg, Greensboro,
		Hillsboro, Oxford, Preston, Queenstown, Ridgely, St.
		Michaels, Stevensville, Tilghman and Trappe.
Edgewood	B,B2	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	A,A1	All zones of the BMEA and the Columbia, Laurel, Odenton
$\mathcal{E}$	,	and Sykesville exchanges.
Elkton	B,B1	Cecilton, Chesapeake City, Elkton, North East, Perryville,
	,	Port Deposit and Warwick.
Ellicott City	A,A1	All zones of the BMEA and the Columbia, Glenwood,
•	,	Laurel
Zone		and Sykesville exchanges. In addition, telephones bearing
		the central office designation of 854 of the Ashton exchange
		are included.
Emmitsburg	B,B2	Emmitsburg, Fairfield, Pa., Frederick, Highfield and
		Thurmot.
Essex Zone	A,A1	All zones of the BMEA and the Edgewood exchange.
Fallston	A,A1	Aberdeen, Bel Air, Churchville, Edgewood, Fallston, Havre
		de Grace and Jarrettsville exchanges, and the Baltimore,
		Fork, Parkville and Towson zones.
Federalsburg	B,B1	Denton, Easton, Federalsburg, Hurlock, Preston and
		Sharptown.
Flintstone-	B,B1	Cumberland, Flintstone-Oldtown, Hancock, Hewitt, Pa.,
Oldtowown		Ridgely, W. Va., and State Line, Pa.
Fork Zone	A,A1	All zones of the BMEA and the Aberdeen, Bel Air,
		Edgewood, Fallston, Jarrettsville and Sparks-Glencoe
		exchanges.
Frederick	B,B2	Brunswick, Buckeystown, Damascus, Emmitsburg,
		Frederick, Middletown, Mt. Airy, Myersville, New Market,
		Thurmont, Union Bridge and Walkersville.

Issued: February 20, 2013 December 13, 2012 Effective:

Exchange	Rate	Evolunes and Zones Included in Evolunes Anses
Or Zone Friendsville- Accident	B,B1	Exchange and Zones Included in Exchange Areas Bittinger, Friendsville-Accident, Grantsville and Oakland.
Frostburg	B,B1	Cumberland, Frostburg, Grantsville, Lonaconing, Mt. Saveage and Wellersburg, Pa.
Gaithersburg	A,A1	Ashton, Damascus, Gaithersburg and Poolesville exchanges and the Bethesda, Kensington, Layhill, Rockville, Silver Spring and Washington, D.C., zones.
Galena	B,B1	Cecilton, Chestertown, Galena, Millington, Still Pond and Warwick.
Glen Burnie Zone	A,A1	All zones of the BMEA and the Annapolis, Columbia, Crofton, Laurel, Millersville, Odenton, Sherwood Forest and Sykesville exchanges.
Glenwood	B,B2	Ashton, Columbia, Damascus, Glenwood, Mt. Airy and Sykesville exchanges and the Catonsville, Ellicott City, and Woodlawn zones.
Grantsville	B,B1	Bittinger, Cumberland, Friendsville-Accident, Frostburg, Grantsville, Lonaconing, Mt. Savage and Salisbury, Pa.
Greensboro	B,B1	Centerville, Denton, Easton, Greensboro, Hillsboro, Ridgely and Sudlersville.
Hagerstown	B,B1	Clear Spring, Hagerstown, Hancock, Keedysville, Falling Waters, W.Va., Myersville, Smithsburg and Williamsport.
Hampstead	B,B2	Hampstead, Parkton, Silver Run, Sparks- Glencoe, Westminster and Worthington exchanges, and the Cockeysville, Pikesville, Reisterstown, Towson zones.
Hancock	B,B2	Berkeley Springs, W. Va., Clear Spring, Flintstone-Oldtown, Hagerstown, Hancock, Needmore, Pa., and Warfordsburg, Pa.
Havre de Grace	B,B1	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Havre de Grace, Perryville and Port Deposit.
Highfield	B,B1	Blue Ridge Summit, Pa., Emmitsburg, Highfield, Myersville, Smithsburg, Thurmont and Waynesboro, Pa.
Hillsboro	B,B1	Centreville, Denton, Easton, Greensboro, Hillsboro, Ridgely and Queenstown.
Hughesville	B,B1	Brandywine, Hughesville, La Plata, Mechanicsville, Tompkinsville and Waldorf.
Hurlock	B,B1	Cambridge, Federalsburg, Hurlock, Preston, Sharptown, Trappe and Vienna.
Hyattsville Zone	A,A2	All zones of the WMEA and the Ashton, Crofton, Laurel and West River exchanges.
Indian Head	B,B2	Indian Head, La Plata, Nanjemoy and Waldorf exchanges, and the Capitol Heights and Oxon Hill zones.

Exchange	Rate	
Or Zone		Exchange and Zones Included in Exchange Areas
Jarrettsville	B,B2	Bel Air, Cardiff, Fallston, Jarrettsville, Parkton and Sparks-
		Glencoe exchanges, and the Cockeysville, Fork, Parkville
		and Towson zones. Further, the Stewartstown, Pa., and Fawn
		Grove, Pa., exchanges are included in the exchange area of
		dial tone lines of the Jarrettsville Exchange bearing the
		central office designation 941, which is no longer offered
		and will be provided only to existing customers at the same
		location.
Keedysville	B,B2	Brunswick, Hagerstown, Keedysville, Middletown,
		Myersville and Williamsport.
Kensington	A,A2	All zones of the WMEA and the Ashton, Damascus,
Zone		Gaithersburg and Laurel exchanges.
Kitzmiller	B,B1	Elk Garden, W. Va., Kitzmiller, Oakland and Westernport.
La Plata	B,B1	Hughesville, Indian Head, La Plata, Mechanicsville,
		Nanjemoy, Tomkinsville and Waldorf.
Laurel	A,A2	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	A,A2	All zones of the WMEA and the Ashton, Columbia,
		Damascus, Gaithersburg and Laurel exchanges.
Leonardtown	B,B1	Leonardtown, Lexington Park-Great Mills, Mechanicsville,
T	D D 1	Ridge and Tompkinsville.
Lexington Park-	B,B1	Leonardtown, Lexington Park-Great Mills, Mechanicsville,
Great Mills	D D 1	Ridge and Solomons.
Lonaconing	B,B1	Bittinger, Cumberland, Frostburg, Grantsville, Lonaconing,
<b>N</b> .	D D2	McCoole, and Westernport.
Marion	B,B2	Crisfield, Marion, Pocomoke, Princess Anne and Salisbury.
Marlboro Zone	A,A2	All zones of the WMEA and the Brandywine, Laurel, North
MaCaala	D D1	Beach and West River Exchanges.
McCoole	B,B1	Cumberland, Keyser, W. Va., Lonaconing, McCoole,
Maahaniaavilla	D D1	Piedmont, W. Va., and Westernport.
Mechanicsville	B,B1	Hughesville, La Plata, Leonardtown, LexingtonPark-Great
Middletown	D D1	Mills, Mechanicsville and Tompkinsville.
Middletowii	B,B1	Brunswick, Frederick, Keedysville, Middletown and
Milloravillo	D D2	Myersville.
Millersville	B,B2	Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale,
		Brooklyn Park-Linthicum, Glen Burnie, Severn, Severna
		Park and Waterloo zones.
		I aik and wateriou zones.

Issued: February 20, 2013 December 13, 2012 Effective:

Exchange	Rate	
Or Zone	_	Exchange and Zones Included in Exchange Areas
Millington	B,B1	Chestertown, Church Hill, Galena, Millington, Still Pond, Sudlersville, and Warwick.
Mt. Airy	B,B2	Damascus, Frederick, Glenwood, Mt. Airy, New market and Sykesville.
Mt. Savage	B,B1	Cumberland, Frostburg, Grantsville, Mt. Savage and Wellersburg, Pa.
Myersville	B,B2	Frederick, Hagerstown, Highfield, Keedysville, Middletown, Myersville, Smithsburg and Thurmont.
Nanjemoy	B,B1	Indian Head, La Plata, Nanjemoy and Waldorf.
Nanticoke	B,B1	Deal Island, Delmar, Nanticoke, Princess Anne, Salisbury and Vienna.
New Market	B,B1	Buckeystown, Damascus, Frederick, Mt. Airy and New Market.
New Windsor	B,B1	New Windsor, Sykesville, Union Bridge and Westminster.
North Beach	B,B1	North Beach, Prince Frederick, Solomons and West River exchanges and the Marlboro zone.
North East	B,B1	Elkton, North East, Perryville and Port Deposit.
Oakland	B,B1	Bittinger, Friendsville-Accident, Gormania, W. Va., Kitzmiller, Oakland and Westernport.
Ocean City	B,B2	Berlin, Bishopville, Ocean City, Salisbury, Snow Hill and Willards.
Odenton	B,B2	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	B,B1	Cambridge, Easton, Oxford, St. Michaels and Trappe.
Oxon Hill Zone	A,A2	All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges.
Parkton	B,B2	Hampstead, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville and Towson zones.
Parkville Zone	A,A1	All zones of BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges.
Perryville	B,B1	Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit.
Pikesville Zone	A,A1	All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges.
Pocomoke	B,B2	Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.
Poolesville	B,B2	Buckeystown, Gaithersburg and Poolesville exchanges and the Rockville zone.

Exchange Or Zone Port Deposit	Rate Group B,B1	Exchange and Zones Included in Exchange Areas Aberdeen, Cardiff, Darlington, Elkton, Havre de Grace,
Preston Prince Frederick Princess Anne	B,B1 B,B1 B,B1	North East, Perryville and Port Deposit.  Denton, Easton, Federalsburg, Hurlock, Preston and Trappe.  North Beach, Prince Frederick and Solomons.  Crisfield, Deal Island, Marion, Nanticoke, Pocomoke,
Queenstown	B,B1	Princess Anne, Salisbury, Smith Island and Snow Hill. Centreville, Easton, Hillsboro, Queenstown, Rock Hall, St. Michaels and Stevensville.
Randallstown Zone	A,A1	
Reisterstown Zone	A,A1	All zones of the BMEA and the Hampstead, Sparks-Glencoe, Sykesville, Westminster and Worthington exchanges.
Ridge	B,B1	Leonardtown, Lexington Park-Great Mills and Ridge.
Ridgely	B,B1	Centreville, Denton, Easton, Greensboro, Hillsboro and
Ridgely	Б,Б1	Ridgely.
Rock Hall	B,B1	Centreville, Chestertown, Queenstown, Rock Hall and Stevensville.
Rockville Zone	A,A2	All zones of the WMEA and the Ashton, Damascus, Gaithersburg and Poolesville exchanges.
St. Michaels	B,B1	Cambridge, Easton, Oxford, Queenstown, St. Michaels, Stevensville and Tilghman.
Salisbury	B,B2	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,A1	All zones of the BMEA and the Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood 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.
Severna Park Zone	A,A1	All zones of the BMEA and the Annapolis, Crofton, Millersville, Odenton and Sherwood 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 designation 410-793 of the Severna Park zone. Millersville, Sharptown B,B1 Delmar, Del., Delmar, Md., Federalsburg, Hurlock, Salisbury, Sharptown and Vienna.

Exchange	Rate	
Or Zone		Exchange and Zones Included in Exchange Areas
Sherwood Forest	B,B2	Annapolis, Crofton, Millersville, Odenton and Sherwood
		Forest exchanges and the Brooklyn Park-Linthicum, Glen
		Burnie, Severn and Severna Park zones.
Silver Run	B,B1	Hampstead, Littlestown, Pa., Silver Run, Taneytown and
		Westminster.
Silver Spring	A,A2	All zones of the WMEA and the Ashton, Columbia,
Zone		Millersville, Damascus, Gaithersburg and Laurel exchanges.
Smith Island	B,B1	Crisfield, Deal Island, Princess Anne and Smith Island.
Smithsburg	B,B1	Hagerstown, Highfield, Myersville and Smithsburg.
Snow Hill	B,B2	Berlin, Bishopville, Ocean City, Pocomoke, Princess Anne,
		Salisbury, Snow Hill and Willards.
Solomons	B,B1	Lexington Park - Great Mills, North Beach, Prince Frederick
	,	and Solomons.
Sparks-Glencoe	A,A1	Hampstead, Jarrettsville, Parkton, Sparks-Glencoe and
	,	Worthington exchanges, and the Baltimore, Cockeysville,
		Fork, Parkville, Reisterstown and Towson zones.
Sparrows Point	A,A1	All zones of the BMEA and the Edgewood exchange.
Zone	1 2,1 21	The zones of the zinzer and the zugen cod theminge.
Stevensville	B,B1	Centreville, Easton, Queenstown, Rock Hall, St. Michaels
Stevens vine	2,21	and Stevensville.
Still Pond	B,B1	Cecilton, Chestertown, Galena, Millington and Still Pond.
Sudlersville	B,B1	Centreville, Chestertown, Church Hill, Greensboro,
Budicisvine	Б,Б1	Millington and Sudlersville.
Sykesville	A,A1	Glenwood, Mt. Airy, New Windsor, Sykesville and
Sykesvine	11,111	Westminster exchanges, and the Arbutus, Brooklyn Park-
		Linthicum, Catonsville, Cockeysville, Elkridge, Ellicott
		City, Glen Burnie, Pikesville, Randallstown, Reisterstown,
		Towson and Woodlawn zones.
Tanaytayın	D D1	Silver Run, Taneytown, Union Bridge and Westminster.
Taneytown Thurmont	B,B1	
Thurmont	B,B2	Emmitsburg, Frederick, Highfield, Myersville, Thurmont and Walkersville.
Tilahman	D D1	
Tilghman	B,B1	Cambridge, Easton, St. Michaels and Tilghman.
Tompkinsville	B,B2	Hughesville, La Plata, Leonardtown, Mechanicsville,
T 7	1	Tompkinsville and Waldorf.
Towson Zone	A,A1	All zones of the BMEA and the Bel Air, Columbia,
		Edgewood, Fallston, Hampstead, Jarrettsville, Parkton,
		Sparks-Glencoe, Sykesville, Westminster and Worthington
		exchanges.
Trappe	B,B1	Cambridge, Easton, Hurlock, Oxford, Preston and Trappe.
Union Bridge	B,B2	Frederick, New Windsor, Taneytown, Union Bridge and
		Westminster.

Exchange	Rate	
Or Zone	Group	Exchange and Zones Included in Exchange Areas
Vienna	B,B1	Cambridge, Deal Island, Hurlock, Nanticoke, Salisbury,
		Sharptown, Vienna and Wingate.
Waldorf	B,B2	Brandywine, Hughesville, Indian Head, La Plata, Nanjemoy, Tompkinsville and Waldorf exchanges, and the Capitol Heights, Clinton and Oxon Hill zones.
Walkersville	B,B1	Frederick, Thurmont and Walkersville.
Warwick	B,B1	Cecilton, Chesapeake City, Elkton, Galena, Middletown, Del., Millington and Warwick.
Waterloo Zone	A,A1	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	B,B2	Bittinger, Cumberland, Keyser, W. Va., Kitzmiller, Lonaconing, McCoole, Oakland, Piedmont, W. Va., and Westernport.
Westminster	B,B2	Hampstead, New Windsor, Silver Run, Sykesville, Taneytown, Union Bridge, Westminster and Worthington exchanges, and the Pikesville, Reisterstown and Towson zones.
West River	A,A1	Annapolis, Crofton, North Beach and West River exchanges and the Bowie-Glenn Dale, Capitol Heights, Hyattsville and Marlboro zones.
Willards	B,B2	Berlin, Bishopville, Delmar, Ocean City, Salisbury, Snow Hill and Willards.
Williamsport	B,B1	Clear Spring, Hagerstown, Falling Waters, W.Va., Keedysville and Williamsport.
Wingate	B,B1	Cambridge, Vienna and Wingate.
Woodlawn Zone	A,A1	All zones of the BMEA and the Columbia, Glenwood and Sykesville exchanges.
Worthington	A,A1	Hampstead, Sparks-Glencoe, Westminster and Worthington exchanges, and the Baltimore, Cockeysville, Pikesville, Randallstown, Reisterstown and Towson zones.

#### **GENERAL** 1

#### 1.3 **Definitions**

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

#### 2. **RULES AND REGULATIONS**

- 2.1 Undertaking of the Company
  - 2.1.1 The company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Maryland.
  - 2.1.2 Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.2 Obligations of the Customer
  - 2.2.1 The customer shall be responsible for:
    - 2.2.1.1 The payment of all applicable charges pursuant to this tariff.
    - 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
    - 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2215 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
  - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
  - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company–provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

## 2.3 Liability of the Company

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

### 2.3.2 Service Irregularities

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

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

### 2.3.3 Claims of Misuse of Service

- 2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.
- 2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

### 2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

February 20, 2013 Issued: December 13, 2012 Effective:

2.3.5.1

- 2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations.
  - The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

### 2.3.6 Service at Outdoor Locations

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

### 2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY 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.

# 2.4. Application for Service

### 2.4.1 Minimum Contract Period

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

#### 2.4.2 Cancellation of Service

- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
  - The total costs of installing and removing such facilities; or Α
  - В The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

#### 2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

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

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

- 2.6 Customer Deposits
  - 2.6.1 Reserved for Future Use
  - 2.6.2 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.
  - 2.6.3 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
    - 2.6.3.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
    - 2.6.3.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
    - 2.6.3.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
    - 2.6.3.4 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.
  - 2.6.4 The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.
  - 2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
    - 2.6.4.1 Was a customer of a Maryland utility within the preceding 2 years;
    - 2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
    - 2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and

- 2.6 Customer Deposits, (Cont'd.)
  - Did not on more than two occasions during the last 12 months that 2.6.4.4 service was provided, fail to pay a utility bill when it became due.
  - 2.6.5 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.
  - 2.6.6 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.
- 2.7 Late Payment Charges
  - 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.

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

Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, MD 21202
410-767-8028 (Office of External Relations)
410-767-8000 (Main PSC number)
1-800-492-0474 (Toll-free PSC number)

- 2.8.3 The Company provides the following toll free number 1-866-384-1860 for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.
- 2.8.4 The Company will not collect attorney fees or court costs from customers.
- 2.9 Allowance for Interruptions in Service
  - 2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

- 2.9 Allowance for Interruptions in Service, (Cont'd.)
  - 2.9.2 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff.
  - 2.9.3 For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors.

### 2.9.4 Credit for Interruptions

- 2.9.4.1 An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 2.9.4.2 For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

February 20, 2013 Issued: December 13, 2012 Effective:

- 2.9 Allowance for Interruptions in Service, (Cont'd.)
  - 2.9.4.3 A credit allowance will be given, upon request of the Customer to the business office, for interruptions of thirty (30) minutes or more. Credit allowances will be calculated as follows:
    - A. If interruption continues for less than twenty-four (24) hours, 1/30th of the monthly rate will be credited if it is the first interruption in the same billing period. If there was a previous interruption of at least twenty-four (24) hours in the same billing period 2/30ths of the monthly rate will be credited.
    - B. If interruption continues for more than twenty-four (24) hours and if caused by storm, fire, flood or other conditions out of the Company's control, 1/30<sup>th</sup> of the monthly rate for each twenty-four (24) hours of interruption.
    - C. For other interruptions, 1/30<sup>th</sup> of the monthly rate for the first twenty-four (24) hours and 2/30ths of such rate for each additional twenty-four (24) hours (or fraction thereof); however, if service is interrupted for over twenty-four (24) hours, more than once in the same billing period, the 2/30ths allowance applies to the first twenty-four (24) hours of the second and subsequent interruptions.
    - D. Two (2) or more interruptions of fifteen (15) minutes or more during any one (1) twenty-four (24) hour period shall be considered as one (1) interruption.
  - 2.9.4.4 Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

### 2.9.5 Limitations on Allowances.

2.9.5.1 "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the tariff, suspends or terminates service because of non payment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff.

- 2.9 Allowance for Interruptions in Service, (Cont'd.)
  - 2.9.5.2 No credit allowances will be made for:
    - A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company:
    - B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities:
    - C interruptions due to the failure or malfunction of non-Company equipment;
    - interruptions due to electric power failure where, by the provisions D of this tariff, the subscriber is responsible for providing electric power;
    - Е interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
    - F interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
    - G interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
    - due to circumstances or causes beyond the control of Company; Η and
    - I that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
  - 2.9.5.3 Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

Issued: February 20, 2013 December 13, 2012 Effective:

- 2.9 Allowance for Interruptions in Service, (Cont'd.)
  - 2.9.6 Use of Another Means of Communications
    - 2.9.6.1 If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.
- 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
- 2.11.1 The charge for a returned check is \$25.00
- 2.12 Directory Assistance Call Allowance
  - 2.12.1 Residential customers shall receive four free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

#### 2.13 **Special Customer Arrangements**

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

#### 2.14 Termination of Service:

### 2.14.1 Denial of Service Without Notice

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

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

# 2.14.2 Denial of Service Requiring Notice

- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
  - A. Non-compliance with Regulations. For violation of or noncompliance 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.
  - Failure on Contractual Obligations. For failure of the customer to B. fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
  - Refusal of Access. For failure of the customer to permit the C. Company to have reasonable access to its equipment.
  - D. Non-payment of Bill.
    - For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
    - D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
    - D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

February 20, 2013 Issued: December 13, 2012 Effective:

- D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

### 2.14.3 Insufficient Reasons for Denial of Service

- 2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:
  - 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 entity;
  - 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
  - F. Failure to pay an outstanding bill that is over 7 years old, unless the:
    - F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
    - F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
    - F.3 Outstanding bill is for service obtained by the customer by means of an application made:
      - (i) In a fictitious name,

- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address.
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.
- 2.14.3.2 This regulation applies to both residential and nonresidential classes of service.

### 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
  - 2.16.1 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

- 2.16.2 down its transmission of signals if said transmission is causing interference to others or impairing the service of others.
- 2.17 Telephone Solicitation by Use of Recorded Messages
  - 2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.
- 2.18 **Incomplete Calls** 
  - 2 18 1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.
- 2.19 Overcharge/Undercharge
  - 2.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
  - 2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

### 3. DESCRIPTION OF SERVICES

### 3.1 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 the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

### 3.4 Customized Pricing Arrangements ("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 the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed with the Commission.

# 4. CALCULATION OF RATES AND CHARGES

#### 4.1 Calculation of Rates

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon - Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 4.1.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 4.1.3 There is no variation in call rates based on time of day or day of week.

## 4. CALCULATION OF RATES AND CHARGES, (CONT'D.)

- 4.2 Dial-Around Compensation Surcharge for Payphones.
  - 4.2.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/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
  - 4.2.2 The Surcharge does not apply to:
    - A. Calls paid for by inserting coins
    - B. calls placed from stations other than public/semi-public payphones
    - C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
    - D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier
  - 4.2.3 The Dial Around Compensation Surcharge rate is \$0.25.

### 5 - SERVICE CHARGES AND SURCHARGES

# 5.1 Service Order and Change Charges

5.1.1 Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

### 5.1.2 Rates

Line Connection Charge

Primary Line \$60.00 Secondary Line \$60.00

Service Order Charge

Moves/Adds/Changes \$25.00

### 5 - SERVICE CHARGES AND SURCHARGES

# 5.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

Installation Charge – 1 <sup>st</sup> Hour	\$120.00
Repair Charge – 1 <sup>st</sup> ½ Hour	\$ 91.00
Repair Charge – Each Add'l ½ Hour	\$ 46.00

# 5.3 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Per occasion, per line: \$40.00

### 6 - LOCAL EXCHANGE SERVICE

# 6.1 General

Local exchange service is offered to business Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

### 6.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 6.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 6.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 6.2.3 Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- 6.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 6.2.5 All times refer to Eastern Standard Time.

## 6.3 Basic Local Exchange Service

### 6.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. access (at no additional charge) to Company operators and business office for service related assistance;
- E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

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

### 6.3.2 Rates and Charges

Per Access Line

Monthly Rate \$60.00

#### 6.4 Direct Inward Dial (DID) Service

### 6.4.1. General

- A. DID Service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment.
- В DID Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID Service differ from those set forth in Section 6.4.3 below, the Company will file a Customer-Specific Pricing (CSP) filing with the Department, pursuant to the Department's CSP filing requirements.

#### 6.4.2 Service Eligibility, Restrictions and Limitations

- A. Connectivity to E911, operator services and directory assistance is not supported by DID Service.
- B. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- C. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers. The Company will apply this provision on a non-discriminatory manner.

February 20, 2013 Issued: December 13, 2012 Effective:

- 6.4 Direct Inward Dial (DID) Service, (Cont'd.)
  - 6.4.2 Service Eligibility, Restrictions and Limitations, (Cont'd.)
    - D. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of business.
  - Rates and Charges 6.4.3

The following rates apply to DID Service.

Nonrecurring Annual Recurring Charge Per DID Number \$0.00 \$0.10

#### Direct Inward Dial/Direct Outward Dial (DID/DOD) Service 6.5

#### 6.5.1 General

- A. DID/DOD Service combines DID Service as described in Section 5.4 with Direct Outward Dial (DOD) service. DOD service is not provided independently of DID service. DID/DOD Service provides a Customer with a voice grade telephonic communications trunk channel to place and receive voice or data calls. DID/DOD Service does not provide a line-side connection. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to the Customer's designated equipment. Where available from the Company, long distance services can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.
- C. DID/DOD Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 6.5.3 below, the Company will file a Customer-Specific Pricing (CSP) filing with the Department, pursuant to the Department's CSP filing requirements.

### Service Eligibility, Restrictions and Limitations 6.5.2

- A. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- B. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers. The Company will apply this provision on a non-discriminatory manner.

- 6.5 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service, (Cont'd.)
  - 6.5.2 Service Eligibility, Restrictions and Limitations, (Cont'd.)
    - C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
  - 6.5.3 Rates and Charges

The following rates apply to DID/DOD Service.

Nonrecurring Annual Recurring Charge
Per DID/DOD Number \$0.00 \$0.10

### 7 - INTRASTATE TOLL SERVICES

#### 7.1 General

- 7.1.1 The Company offers direct dialed (1+) outbound service, inbound toll-free number service, and travel card services for intrastate communications between telephones in different local calling areas within the State of Maryland in accordance with the terms of this tariff.
- 7.1.3 Customers are billed based on their use of the Company's network and services. Charges may vary by service offering, mileage band, class of call, time of day, day or week, and/or call duration.
- 7.2 [Reserved for Future Use]

## 7 - INTRASTATE TOLL SERVICES, (CONT'D.)

- 7.3 Rate Periods
  - 7.3.1 All rates are applicable twenty-four (24) hours per day, seven (7) days per week.
- 7.4 Outbound Long Distance Service
  - 7.4.1 Outbound Long Distance Service is a "1+" direct dial service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer
  - 7.4.2 Each call completed, including those directed to a voice mail service or call forwarded, will be rated with a minimum average time requirement of thirty (30) seconds, and for each additional six (6) seconds thereafter.
  - 7.4.3 **Usage Charges** 
    - 7.4.3.1 Per Minute Usage Rates

Outbound LD Service \$0.05

### 8 - SUPPLEMENTAL SERVICES

# 8.1 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

## 8.1.1 Feature Descriptions

Anonymous Call Rejection – Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Auto Call Back – Allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called.

Auto Redial – Automatically redials a busy number for up to 30 minutes until line is available.

Call Forwarding – Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Waiting / Call Waiting with Caller ID – Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

### 8.1 Optional Calling Features, (Cont'd.)

# Feature Descriptions, (cont'd.)

Caller ID-Number Only – Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID Name and Number – Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Custom Ringing – Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

Priority Call – Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

Speed Calling 8 – Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Three-Way Calling – Allows the Customer to add a third party to an existing conversation.

### 8.1 Optional Calling Features, (Cont'd.)

#### 8.1.2 Rates

### Features Offered on a Monthly Basis A.

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

Feature	Monthly Recurring Charge
Auto Call Back (*69)	\$4.00
Auto Redial	\$3.00
Call Forwarding - Busy Line	\$2.00
Call Waiting/ Call Waiting with Caller	\$6.00
ID	
Caller ID Name and Number	\$8.50
Distinctive Ringing	\$6.50
Priority Call	\$1.75
Speed Calling 8	\$3.00
Speed Calling 30	\$4.00
Three Way Calling	\$4.99

### B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Feature	Per Use
Call Block	\$1.00
Call Return	\$1.00
Call Trace	\$1.00
Three Way Calling	\$1.00
Repeat Dialing	\$1.00

#### 8.2 **Directory Assistance Services**

#### General 8.2.1

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance (DA).

A call to DA is considered completed whether or not the number(s) requested are available from DA records.

Direct-dialed calls to DA are exempt from rates and regulations when placed from:

- A. 10 free calls per month from main business and/or residence telephone lines or PBX trunk lines;
- В. all directory assistance calls made by customers who are 65 years old or older;
- C. a single-line registered main telephone exchange line of a handicapped user. A main line may be registered for exemption with the carrier in those instances where one of the users of the line is considered to be legally blind, or visually or physically handicapped as defined by the Federal Register, Vol. 35 #126. Where a user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0", those calls placed from the registered line, and not directly dialed, will also be exempt;
- D all pay telephones;
- E. exchange lines in the State of Maryland and its political subdivisions; and
- F. also exempt are directory assistance calls for telephone numbers which are nonlisted, or non-listed and non-published, or when the DA operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit

#### 8.2.2 Rates

Unless one of the exceptions listed in Section 8.2.1 above applies, the charges as shown below apply for each request made to the DA operator:

Local DA \$1.50

### 8.3 **Operator Services**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - Provides the Customer with the capability to charge a local 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.

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.

Issued: February 20, 2013 December 13, 2012 Effective:

### 8.3 Operator Services, (Cont'd.)

### 7.3.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

#### 7.3.2 Per Call Service Charges

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

Issued: December 13, 2012 February 20, 2013 Effective:

# 8.4 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

### 8.4.1 Rates

Busy Line Verification, per request:	\$7.50
Busy Line Interrupt, per request:	\$5.00

### 8.5 **Directory Listing Service**

#### 8.5.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

#### 8.5.2 Listings

#### A. **Primary Listing**

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

December 13, 2012 Issued: Effective: February 20, 2013

# 8.5 Directory Listing Service, (Cont'd.)

### 8.5.2 Listings, (Cont'd.)

## B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Departments, Divisions, Tradenames, etc.

In connection with business service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business classification as the service with which such listings are furnished.

#### 8.5 Directory Listing Service, (Cont'd.)

#### Listings, (Cont'd.) 8.5.2

#### C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

### Listings, (Cont'd.) 8.5.2

#### D. Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

M - ...41-1-- D - 4-

#### 8.5.3 Monthly Rates

	Monthly Rate
Additional Listings	\$1.50
Nonlisted Service	\$2.00
Nonpublished Service	\$4.50

Effective: February 20, 2013

### 9 - INTRALATA TOLL PRESUBSCRIPTION

#### 9.1 General

- 9.1.1 IntraLATA toll presubscription is a procedure whereby an end user or Pay Telephone Service Provider may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user or Pay Telephone Service Provider may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user or Pay Telephone Service Provider preferred IntraLATA toll provider.
- 9.1.2 Each carrier will have one or more access codes assigned to it for various types of service. When an end user of Pay Telephone Service Provider selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier's other service(s).
- 9.1.3 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-presubscriptionconversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.
- 9.1.4 Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in Section 9.2.

February 20, 2013 Issued: December 13, 2012 Effective:

- 9.2 Presubscription Charge Application
- 9.2.1 90-Day Initial Free Presubscription choice for Existing Users
  - 9.2.1.1 Existing end users or Pay Telephone Service Providers may exercise an initial free presubscription choice, either by contacting the Telephone Company, or by contacting the ITP directly. The initial free choice must be made within ninety days following implementation of IntraLATA toll presubscription. End user or Pay Telephone Service Provider choices that constitute exercising the free choices are:
    - A. 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.
    - B. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.
    - C. Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 9.7.1 following.
- 9.2.2 Initial Free Presubscription Choice for New Users
  - 9.2.2.1 New end users (including an existing customer who orders an additional line) or Pay Telephone Service Providers who subscribe to service after the presubscription implementation date will be asked to select a primary ITP when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users or Pay Telephone Service Providers is the period within thirty days of installation of the new service.

February 20, 2013 Issued: December 13, 2012 Effective:

- 9.2.2.2 Initial free selections available to new end user or Pay Telephone Service Providers are:
  - A. 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.
  - B. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.
  - C. 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 9.6 following.

# 9.2.3 Charge for IntraLATA Toll Presubscription

9.2.3.1 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 9.6.

# 9.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP

- 9.2.4.1 If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users or Pay Telephone Service Providers who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users or Pay Telephone Service Providers that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.
- 9.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")
  - 9.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

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

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

### 9.3.2 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:

- The ITP has obtained the customer's written authorization to submit the 9.3.2.1 order that explains what occurs when a PIC is changed and confirms:
  - The customer's billing name and address and each telephone A. number to be covered by the PIC change order;
  - The decision to change the PIC to the ITP; and В.
  - C. The customer's understanding of the PIC change fee; or
- The ITP has obtained the customer's electronic authorization, placed 9.3.2.2 from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 9.3.2.1 preceding to confirm the authorization; or
- 9.3.2.3 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).

Issued: December 13, 2012 Effective:

- 9.3.3 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.
- 9.3.4 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.

### 9.4 PIC Switchback Options

9.4.1 Customer denies requesting change of ITP.

When the Telephone 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.

- 9.4.1.1 The ITP is in no way relieved of the FCC requirements for: Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- 9.4.1.2 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.
- 9.4.2 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 9.6.

Issued: December 13, 2012 Effective:

# 9.5 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service. Notification will not contain information on PIC-freeze service.

# 9.6 Rates and Charges

9.6.1	Charge for ITP Carrier Change	\$ 5.00

9.6.2 Charge for Switchback Carrier Change \$5.00

### 10 - SPECIAL ARRANGEMENTS

# 10.1 Special Construction Arrangements

### 10.1.1 Basis for Charges

Where the Company furnishes a facility for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- non-recurring type charges;
- recurring type charges;
- termination liabilities; or
- combination thereof

### 10.1.2 Basis for Cost Computation

- 10.1.2.1 The costs referred to in 10.1.1 preceding may include one or more of the following items to the extent they are applicable:
  - A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
    - A.1 equipment and materials provided or used,
    - A.2 engineering, labor and supervision,
    - A.3 transportation, and
    - A.4 rights of way.
  - B. cost of maintenance;
  - C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for estimated net salvage;
  - D. administration, taxes and un-collectible revenue on the basis of reasonable average costs for these items;
  - E. license preparation, processing and related fees;
  - F. tariff preparation, processing and related fees;
  - G. any other identifiable costs related to the facilities provided; or
  - H. an amount for return and contingencies.

# 10 - SPECIAL ARRANGEMENTS, (CONT'D.)

- 10.1 Special Construction Arrangements (Cont'd.)
  - 10.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- The termination liability period is the estimated service life of the 10.1.3.1 facilities provided.
- 10 1 3 2 The amount of the maximum termination liability is equal to the estimated amounts for:
  - A. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - equipment and materials provided or used, A.1
    - engineering, labor and supervision, A.2
    - transportation, and A.3
    - rights of way; A.4
  - B. license preparation, processing, and related fees;
  - C. tariff preparation, processing, and related fees;
  - D. cost of removal and restoration, where appropriate; and
  - any other identifiable costs related to the specially constructed or E. rearranged facilities.
- 10.1.3.3 The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 10.1.3.2 preceding by a factor related to the un-expired period of liability and the discount rate for return and contingencies. The amount determined in Section 10.1.3.2 preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

February 20, 2013 Issued: December 13, 2012 Effective: