

Price Guide Schedule Applicable to
Local and Interexchange Telecommunications Services Furnished by
Cavalier Telephone Mid-Atlantic
To Points within the State of Maryland

PRICE GUIDE FORMAT

- A. **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

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SECTION 1 -GENERAL

1.1 Application of the Price Guide

This Price Guide governs the Company's local exchange services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this Price Guide.

The Company's services as defined in this Price Guide are available to residential and business customers.

The Company's service territory consists of the Maryland exchanges as defined within this Price Guide.

When services and facilities are provided in part by Cavalier and in part by other companies, the regulations of Cavalier apply only to that portion of the service or facilities furnished by Cavalier.

When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's services and facilities.

All offered services contained herein are subject to available facilities and authorized from the local municipalities in the jurisdiction where the service is offered.

SECTION 1 – GENERAL (Cont'd)**1.2 Definitions**

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

Commission: The Maryland Public Service Commission.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered throughout the Company's exchange areas.

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.

Carrier, Company, or Utility refers to Cavalier Telephone Mid-Atlantic

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations. This definition does not apply to a Public Safety Answering Point (PSAP) designated by a local government authority or its agents(s) to provide Emergency 911 Services to the public, including Customers.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Dial Tone Line Connection: Dial Tone Line Connection includes, but is not limited to, making or changing connections in a Central Office and making or changing connections in distribution facilities between the Central Office and the Rate Demarcation Point. It also includes the necessary cross connections, line transfers and normal placement of the Network Interface Device (NID) or equivalent.

SECTION 1 - GENERAL (Cont'd)**1.3 Definitions (Cont'd)**

Emergency 911 Customer: is a Public Safety Answering Point (PSAP) designated by a local/state government authority or its agent(s) that receives Emergency 911 Services provided by the Company, either directly or indirectly through an interconnection arrangement with a connecting company. An Emergency 911 Customer shall be responsible for the payment of all charges in connection with this Price Guide in connection with Emergency 911 Services and services provided via PSAP by the Company. Each Emergency 911 Customer shall comply with the Company's regulations and this Price Guide in order to receive Emergency 911 Services. The Company shall not be required to enter into separate agreements with each Emergency 911 Customer; rather the terms of this Price Guide shall constitute the contract by and between the Emergency 911 Customer and the Company in connection with the Emergency 911 Services provided for the benefit of a Customer.

Emergency 911 Services: is the emergency 911 services available to Customers via a PSAP in which a Customer may dial the telephone number 911 to be connected to a PSAP and received emergency services.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Cavalier and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Loop Start: Describes the signaling between the terminal equipment or PBX/ key system interface and the Cavalier switch.

Off-Net: Customers or locations where the Company provides local service using the incumbent local exchange company's switching facilities via Unbundled Network Element Combinations or resale.

On-Net: Customers or locations within the Company's collocation footprint where the Company provides local service using its own switching facilities or switching facilities leased from a third-party other than the incumbent local exchange company's.

SECTION 1 - GENERAL (Cont'd)**1.3 Definitions (Cont'd)**

Point of Connection: A Location designated by Cavalier for the connection of Customer Provided wiring and Terminal Equipment to the Cavalier provided services.

Public Safety Answering Point (“PSAP”): is the person or entity designated by a local or state government authority or its agent(s) to provide Emergency 911 Services to a Customer.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

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.

SECTION 1 - GENERAL (Cont'd)

1.3 Definitions (Cont'd)

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price Guide, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

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

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

<i>Rate Periods</i>	<i>From</i>	<i>To, but not Including</i>	<i>Days</i>
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekend	11:00 p.m.	8:00 p.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person or entity accessing or utilizing the services furnished by the Company to the Customer under this Price Guide.

SECTION 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 Price Guide in connection with one-way and/or two-way voice transmission between points within the State of Maryland. Service is available only to Customers located in the service areas specified within this Price Guide.

The regulations and rates contained herein are in addition to the applicable regulations and rates specified in other tariffs or Price Guides of the Company. Stand-alone basic local service is available as described in Section 5.2.1 and interstate rates and charges do not apply to Customers who have basic local exchange service only.

- 2.1.2 Customers and users may use services and facilities provided under this Price Guide to obtain access to services offered by other service providers. The Company is responsible under this Price Guide 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's network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.3 Shortage of Equipment or Facilities

- 2.1.3.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Terms and Conditions

- 2.1.4.1 For the purpose of computing charges in this Price Guide, a month is considered to have 30 days.
- 2.1.4.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price Guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.4.3 A residential Customer who wishes to have service discontinued shall give at least fifteen (15) days oral or written notice to the Company, specifying the date on which it is desired to have service terminated. A business Customer who wishes to have service discontinued shall give at least 30 days' written notice unless otherwise specified in an agreement with the Company. The Customer shall retain responsibility for service and equipment until the day and time on which service is discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and services rendered.
- 2.1.4.4 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 15 days' written notice by the Company or 30 days written notice by the business Customer or 15 days notice by the residential customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price Guide prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.1.4.5 Service may be terminated upon written notice to the Customer if:
- A) The Customer is using the service in violation of the law.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Terms and Conditions (Cont'd)

2.1.4.6 Upon suspension of service, the Company shall provide the Customer with a termination notice detailing the termination date and time and how the Customer may have service restored. The termination notice for residential Customers will include a medical emergency restoration notice explaining how Customers with medical emergencies may delay termination of basic service.

2.1.4.7 This Price Guide shall be interpreted and governed by the laws of the state of Maryland regardless of its choice of laws provision.

2.1.4.8 Notwithstanding the provisions of this Section, the Company will comply with the rules and regulations of the Commission.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price Guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- 2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price Guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price Guide and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A) The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B) The reception of signals by Customer-provided equipment.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-Routine Installation

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

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Price Guide remains in the Company, its agents or contractors.

2.1.9 Prohibited Uses

2.1.9.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

2.1.9.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Prohibited Uses (Cont'd)

2.1.9.4 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price Guide will apply.

2.1.9.5 Residential services offered by the Company shall not be used by persons not eligible to subscribe to residential services under the applicable tariffs or Price Guides of the Company's underlying service providers. The Company may require the Customer to provide adequate proof of its compliance with any applicable eligibility criteria.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this Price Guide;

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, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

2.2.1.4 Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described within this Price Guide. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

2.2.1.5 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 (Cont'd)

2.2.1.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.7 Not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

2.2.1.8 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 Customer Equipment and Channels

2.2.2.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price Guide. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Price Guide.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.2 Customer Equipment and Channels (Cont'd)

2.2.2.2 Station Equipment

- A) Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.3 Interconnection of Facilities

- 2.2.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.2.3.2 Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or Price Guides of the other communications carriers that are applicable to such connections.
- 2.2.3.3 Facilities furnished under this Price Guide may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price Guide. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.2.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Price Guide only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1995 edition).

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.4 Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company or its agent may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

If the protective requirements for Customer-provided equipment are not being complied with, the Company or its agents may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)****2.2.5 Claims**

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:

- 2.2.5.1 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
- 2.2.5.2 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.
- 2.2.5.3 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.2.5.4 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.
- 2.2.5.5 The Company's services (as detailed in this Price Guide) 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 Price Guides, tariffs or contracts which are applicable to such connections.
- 2.2.5.6 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 Price Guide for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

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:

2.3.1 Service Irregularities

2.3.1.1 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.

2.3.1.2 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.

2.3.2 Claims of Misuse of Service

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 Limitation of Liability

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.3 Defacement of Premises

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

2.3.4 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 negligence or willful misconduct of the Company.

2.3.5 Service at Outdoor Locations

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.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.6 Warranties

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

2.3.6.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any limitation of liability imposed by the Company should be upheld in a court of law.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Application for Service

2.4.1 Minimum Contract Period

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

2.4.1.2 Except as provided in 2.4.1.1 preceding, 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.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.2 Cancellation of Service Prior to Commencing Service

- 2.4.2.1 Applications for service cannot be canceled without the Company's agreement. Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
- (a) The total costs of installing and removing such facilities; or
 - (b) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this Price Guide 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. In the event that another requirement for special construction does not apply, a charge equal to the Company's costs incurred applies.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.3 Cancellation of Service During Service Term

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth within this Price Guide.

The Customer's termination liability for cancellation of service shall be equal to:

- 2.4.3.1 All unpaid Non-Recurring charges and out-of-pocket expenses reasonably expended by the Company to establish service to the Customer; plus
- 2.4.3.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- 2.4.3.3 65% of all remaining all Recurring Charges specified in the applicable Price Guide, tariff or agreement.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

- 2.6.1 The Company agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time.
- 2.6.2 In order to establish credit, the Company may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- 2.6.2.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
 - 2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - 2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
 - 2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3 The Company agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.
- 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
 - 2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

- 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 Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.6.7 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

2.7 Late Payment Charges

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints and Billing Disputes

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

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

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

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

2.8.3 The company will provide a toll free number on its website (1-800-950-7858) for customers to contact the Company in accordance with COMAR 20.45.04.02.B.

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

2.9 Allowance for Interruptions in Service

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10 Taxes and Fees**

2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the company with written verification, acceptable to the company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

Residential customers shall receive six free Directory Assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Price Guide, 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.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service

2.14.1 Denial of Service Without Notice

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

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.14 Termination of Service (Cont'd)****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, or as otherwise specified in this Price Guide, in which to remove the cause for denial:

- A) Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's Price Guides or tariffs on file with the Commission.
- B) Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
- C) Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
- D) Non-payment of Bill.
 - 1. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
 - 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.
 - 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.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.2 Denial of Service Requiring Notice (Cont'd)

2.14.2.1 (Cont'd)

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

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:
 - 1. Customer signed an agreement to pay the outstanding bill before the expiration of this period;
 - 2. Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
 - 3. Outstanding bill is for service obtained by the customer by means of an application made:
 - (i) In a fictitious name,
 - (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
 - (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
 - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.3 Insufficient Reasons for Denial of Service (Cont'd)

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.15 Unlawful Use of Service

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

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.15.3 Restoral Fee- Service suspended by the Company and later restored will be subject to a reconnection fee of \$100.00 for business Customers. Service disconnected by the Company and later re-installed, will be subject to all applicable installation charges, and the Customer will pay such charges prior to reinstallation of service.

(N)
|
|
(N)

2.16 Interference with or Impairment of Service

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.17 Telephone Solicitation by Use of Recorded Messages

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

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

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.20 Classification of Customers and Users**

2.20.1 The determination as to whether telephone service should be classified as Business or Residence is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, service is classified as residence service if installed in a residence.

2.20.2 Business rates apply at the following locations, among others:

2.20.2.1 In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.

2.20.2.2 In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.

2.20.2.3 In any residence location where there is substantial business use of the service and the customer has no service elsewhere at business rates.

2.20.2.4 At the customer's request, a directory listing is provided in the business section of the directory.

2.20.3 Residence Rates Apply at the following locations, among others:

2.20.3.1 Private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business character are not furnished.

In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner provides that such residence is not a part of an office building and provided the customer has service charged for at business rates at another location.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Trial Services

3.1.1 The Company may offer new services 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.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 Local Service Areas

Exchange	Local Service Areas
Ashton	Ashton, Columbia, Damascus, Gaithersburg, Glenwood, Laurel, Berwyn, Bethesda, Hyattsville, Kensington, Layhill, Rockville, Silver Spring, Washington D. C. Ellicott City
Berwyn Zone	Washington Metro, Ashton, Columbia, Crofton, Laurel. In addition local service areas bearing the central office designations of 410-724, 792, 797, 813, 862, 880 of the Waterloo Zone from customers in the Berwyn Zone with the central office designations of 301-206, 369, 419, 886, and 953.
Bethesda Zone	Washington Metro, Ashton, Damascus, Gaithersburg, Laurel
Bowie-Glen Dale Zone	Washington Metro, Crofton, Laurel, Millersville, Odenton, and West River. In addition local service areas bearing the central office designations of 410-519 or 551 of the Severn zone and 410-793 of the SeveralPark Zone from customers in the Bowie-Glen Dale Zone with the central office designations of 301-261, 621, 858, or 912.
Capital Heights Zone	Washington Metro, Brandywine, Indian Head, Laurel, Waldorf, and West River.
Clinton Zone	Washington Metro, Brandywine, and Waldorf.
Gaithersburg	Ashton, Damascus, Gaithersburg and Poolesville, and the Bethesda, Kensington, Layhill, Rockville, Silver Spring and Washington, D. C. Zones.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.3 Local Service Areas (Cont'd)**

Exchange	Local Service Areas
Hyattsville Zone	Washington Metro, Ashton, Crofton, Laurel, and West River.
Kensington Zone	Washington Metro, Ashton, Damascus, Gaithersburg, and Laurel.
Laurel	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 the Waterloo zones.
Layhill Zone	Washington Metro, Ashton, Columbia, Damascus, Gaithersburg, and Laurel.
Marlboro Zone	Washington Metro, Brandywine, Laurel, North Beach, and West River.
Oxon Hill Zone	Washington Metro, Brandywine, Indian Head, and Waldorf.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 Local Service Areas (Cont'd)

Exchange	Local Service Areas
Rockville Zone	All local service areas of the Washington Metro, Ashton, Damascus, Gaithersburg, and Poolesville exchanges.
Silver Spring Zone	All local service areas of the Washington Metro, Ashton, Columbia, Damascus, Gaithersburg, and Laurel exchanges.
Waldorf	All local service areas of the Brandywine, Hughesville, Indian Head, La Plata, Nanyeomy, Tompkinsville, and Waldorf exchanges, and the Capital Heights, Clinton and Oxon Hill zones.

Notes:

1. The Washington Metro exchange area includes the local service areas of Alexandria-Arlington, Va; Berwyn, Md., Bethesda, Md., Bowie-Glenn Dale, Md., Capitol Heights, Md., Clinton, Md., Fairfax-Vienna, Va., Falls Church-Mclean, Va., Hyattsville, Md., Kensington, Md., Laynhille, Md., Marlboro, Md., Oxon Hill, Md., Rockville, Md., Silver Spring, Md., Washington, D.C.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Local Exchange Services

3.4.1 General

This section covers local exchange telephone services furnished by Cavalier. Local exchange services are provided within limited geographic areas as defined within this Price Guide. The regulations and charges for these services are in addition to other applicable regulations and charges specified in other Price Guides and tariffs.

3.4.2 Network Interface Device

3.4.2.1 General

Exchange Service rates provide service up to an including the network interface device (NID). The Network Interface Device (NID) permits access to the Company's network. All wiring on the customer's premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair or up grade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the customer premises. IN the event the customer request that the NID be placed in a location selected by the Company, any additional cost to the Company will be charged to the customer. Additionally, the customer shall be responsible for premises wiring, which is not provided by the Company, that is connected to the NID. At the customer's option, the customer may contract with Cavalier or any other vendor to provided additional wiring beyond the NID.

3.4.2.2 Maintenance Visit Charge

Where a NID exists, if the Company is able to test for Dial Tone and problem proves to be beyond the NID. The NID (within Customer premises), a maintenance charge is applicable. In the event there is no NID and/or the Company is unable to test for Dial Tone, then no maintenance charge will be assessed.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.4 Local Exchange Services (Cont'd)****3.4.3 Local Standard Residential*/Business Line Service**

The Local Standard Line provides a Residential* or Business customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Line Service provides a line-side connection to the switch for the connection of customer provided wiring and terminal equipment such as station sets, facsimile machines, or key systems. Each Local Standard Line has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as specified by the Customer.
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the Customer.

The Local Standard Line optionally may be equipped with Selective Call Screening, which prevents origination of toll calls other than Collect, Calling, and Billed to Third Party Calls.

The Local Standard Line service arrangement is based upon a distributed switching architecture. This serving arrangement incorporates a shared transmission facility engineered to a P.01 or better grade of service from the Point of Connection to the centralized switch processor.

**As of December 31, 2011, this service is grandfathered and only available to existing Customers at existing locations.*

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Local Exchange Services (Cont'd)

3.4.4 Local Standard Trunk Service

Local Standard Trunk Service provides a trunk-side connection to the Cavalier switch for the connection of customer-provided wiring to the customer's PBX or trunk-capable key system. Each Cavalier's Local Standard Trunk Service has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as specified by the Customer
Signaling Type:	Ground Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF), or Dial Pulse (DP), or Multi-Frequency (MF)
Directionality:	DID, or DOD, or Two-way, as specified by the Customer (see 4.3.2.2, following, for DID rates)

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Local Exchange Services (Cont'd)

3.4.5 Local Digital Port

Local Digital Ports provide a direct dedicated hardware connection to the Cavalier centralized switch processor. Digital Ports are provided at the digital DS-1 level and are time division multiplexed by Cavalier into 24 analog, voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time.

Local Digital Services require a DS-1 transmission link between Cavalier's Primary Distribution Node and the Customer's premises.

Two types of Local Digital Ports are offered:

- Digital Line Port
- Digital Trunk Port

A. Local Digital Line Port Service

Local Digital Line Port Service provides a line-side connection to the Cavalier switch for the connection of a DS-1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice-grade telephonic communications channels. Customers may employ Digital Line Ports (in conjunction with Customer-provided channel banks or other compatible equipment as needed) in order to connect terminal equipment such as station sets, facsimile machines, or key systems to the Cavalier switch. Each Local Digital Line Port has the following characteristics:

- Terminal Interface: DSX-1 panel.

Each of the 24 analog voice-grade telephonic communications channels has the following characteristics:

- Signaling Type: Loop Start
- Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
- Directionality: Two-way, In-Only, or Out-Only, as specified by the Customer.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Local Exchange Services (Cont'd)

3.4.5 Local Digital Port (Cont'd)

A. Trunk Port Service, (Cont'd.)

Local Digital Trunk Port Service provides a trunk-side connection to the Cavalier switch for the connection of a DS-1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice-grade telephonic communications channels. Customers may employ Digital Trunk Ports (in conjunction with compatible channel banks or similar equipment, as needed) in order to connect PBX or trunk-capable key systems to the Cavalier switch.

Each Local Digital Trunk Port has the following characteristics:

Terminal Interface: DSX-1 panel

Each of the 24 analog voice-grade telephonic communications channels has the following characteristics:

Signaling Type: Ground Start

Pulse Type: Dual Tone Multi-Frequency (DTMF), or Dial Pulse (DP), or Multi-Frequency (MF)

Directionality: DID, or DOD, or Two-way, as specified by the Customer (see 4.3.2.2, following, for DID rates)

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Local Exchange Services (Cont'd)

3.4.6 Primary Rate Interface Service

Primary Rate Interface, as defined by the International Telephone and Telegraph Consultative Committee (CCITT), divides the 1.544 Mbps T1 Digital Trunk facility into twenty-three 64 Kbps B-channels and one 64 Kbps D-channel. The B-channels carry voice and data at up to 64 Kbps, while the D-channel carries out of band Q.931 signaling for one or more Primary Rate links.

This service is provided by Cavalier over dedicated T1 trunk facilities and in conjunction with the Digital Port Services, defined in Section 5.2.3. This service enhances the capabilities of the basic T1 digital trunk facility by allowing the user to control the individual channels of the T1 pipe. Channels of the T1 pipe can be used as 24 individual digital trunks each having 64 Kbps bandwidth.

Cavalier offers the below PRI Service options:

Call-by-Call Service Selection – as an option to the Dedicated B Channel Configuration, B channels may be configured to access multiple services on a per-call basis. The customer premises equipment signals the local central office as to what type of service to access for each call.

Calling Line Identification – calling line identification allows the user to have access to the directory number of the calling party.

3.4.7 Local Service Area Calling Service Options

The below service options are provided for the services described in Section 3.4

Unlimited Usage – for a rate per line charge, customers may call anywhere within their local service area on an unlimited basis without discrete usage charges.

Message Option – for a rate per line charge, customers may call anywhere within their local service area, but each message (answered call) is rated.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.5 Directory Listings

3.5.1 General

Primary Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein.

3.5.2 Regulations

3.5.2.1 Directory Listings are provided in connection with each customer service as specified herein.

3.5.2.2 The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's services as an aid to the use of telephone service, and special position or arrangement of names is not contemplated.

3.5.2.3 Listings must conform to the Company's specifications with respect to its directories.

- A) The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.
- B) The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.5 Directory Listings (Cont'd)****3.5.3 Primary Listings**

3.5.3.1 One listing, termed the primary listing, is provided without additional charge in connection with each customer service as follows:

- Dial tone lines excluding Interexchange Carrier Coinless Telephone Service. Two or more lines consecutively numbered and arranged for group hunting constitute one customer service.
- Branch Exchange system.
- Mobile Telephone Service, per service.
- Special Reversed Charge Long Distance Service, per area selected.
- Remote Call Forwarding covering the exchange in which the call forwarding central office is located.
- Private Toll Stations.
- Each dependent telephone number associated with a Distinctive Ringing Custom Calling Service.

3.5.3.2 When the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

3.5.3.3 The primary listing for business service is ordinarily the name of the customer or the name under which a business is regularly conducted.

3.5.3.4 A residence dual name primary listing is comprised of a surname, two first names, address and telephone number. A residence dual name primary listing may be provided for two person who share the same surname and reside at the same address, or for a person known by two first names.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.5 Directory Listings (Cont'd)

3.5.4 Regular Additional Listings

- A. In connection with business and residence service, regular additional listings are available only in the names of authorized users of the customer's service as specified in the Company's applicable tariffs.
- B. 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 or extension of an exchange service line installed on premises of the customer, but at an address different from that of the attendant position or main service.
- C. Business additional listings are not permitted in connection with residence service.
- D. Business additional listings may be provided in connection with Mobile Telephone Service and Inward Service of Wide Area Telephone Service (WATS).
- E. When the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.
- F. The primary listing for business service is ordinarily the name of the customer or the name under which a business is regularly conducted.
- G. A residence dual name primary listing is comprised of a surname, two first names, address and telephone number. A residence dual name primary listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.5 Directory Listings (Cont'd)

3.5.5 Special Types of Additional Listings

A. Alternate Number Listings

Alternate number listings refer calling parties to another telephone number at night and on Sundays and holidays, or in case no answer is received on the call to the primary number. If the alternate number is that of another customer's service, the written consent of the other customer must be obtained before the alternate listing is provided.

Where two or more alternate number listings are furnished under one directive note or caption heading, the rate shall apply to each listing under the note or caption, but no charge applies for the note or caption itself.

B. Duplicate Listings

In metropolitan area directories, which contain separate alphabetical lists for more than one section of the area, listings in an alphabetical list other than for the area in which the listed service is furnished, shall be considered duplicate listings.

Where identical listings of the same name involve telephone numbers for different areas of the metropolitan area, such duplicate listings may appear in

Each alphabetical list in which any one of the listings would normally be listed, at no additional charge.

3.5.6 Foreign Listings

Foreign listings are listings in an alphabetical directory of an area other than that from which the listed service is furnished.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.5 Directory Listings (Cont'd)

3.5.7 Initial Contract Period

- A. The initial contract period for additional listings, where the listing appears in the directory, is the directory period. Each directory period, with the appearance of the listing in the directory, will constitute a separate initial contract period. Listings are automatically included in each directory issues unless notice to the contrary is received from the customer.
- B. Termination charges for additional listings, where the listing appears in the directory, are the charges due to the end of the directory period, except that in the following cases, the termination charges will be only the charges due for the period service has been rendered:
- The contract for the main service or Joint User Service is terminated.
 - The listed party contracts for service in their own name.
 - The customer or listed party moves to a new location as a result of which the service of the customer is not available to the listed party.
 - The listed party dies.
- C. The Company may publish of its own volition in its directories such notices, instructions, listings and other information pertaining to local or other governmental agencies as are necessary in its judgment to meet the convenience of the public.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.5 Directory Listings (Cont'd)

3.5.8 Non-Published Telephone Service

A Non-Published Service will be furnished, at the customer's request providing for the omission or deletion of the customer's telephone listing from the telephone directory and, in addition, the customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth following:

- A. The Company will not be liable for failure or refusal to complete any call or such telephone when the call is not placed by number;
- B. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged inadvertently; however,
- C. When a call is placed to the Universal Emergency Number 911 Service and the source of the call or the location of the emergency is associated with a non-published telephone number, the Company will release the name and address of the calling party and/or the name and address associated with the emergency location, where such information can be determined, to the appropriate local governmental authority responsible for the Universal Emergency Number 911 Service upon request of such governmental authority.
- D. Customers with line side or trunk side access to Company office switches with an associated seven-digit telephone number for use in originating and receiving communications, as specified in this Company's applicable tariff, may be provided a Directory Listing at the rate specified herein for Regular and Special Types of Additional Listings, Business, for each listing so provided.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.6 Operator Assisted Local Call Service

3.6.1 General

Operator Assisted Local Calls are placed within the customer's local service area through an operator.

3.6.2 Regulations

- A. Local message charges for calls placed through an operator will be charged the same as for local calls dialed directly by the customer.
- B. Local message charges may not be billed to Pay Telephone Lines.
- C. Charges for local messages transferred to message rate or measured rate services will not affect the normal message unit allowance or usage charge allowance applicable to such service.
- D. Operator assistance will not be furnished for calls placed from a customer provided coin telephone and the message charge is to be charged on a sent-paid basis.
- E. Operator assistance charges do not apply for the following calls:
 - Calls to Company listed Official Public Emergency Agencies
 - Calls to official Company numbers
 - Calls to Directory Assistance Service
 - Calls from persons who are visually and/or physically disabled will be exempted by means of the completion of a self-certification form supplied by the Company.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.7 Custom Calling Services****Anonymous Call Rejection**

Anonymous Call Rejection is an arrangement that allows a called party to reject calls from parties who have activated a Caller ID blocking feature to prevent the display of the calling telephone numbers.

Call Hold

Enables a user to put a call in progress on hold by depressing the switchhook momentarily and dialing the call hold code. The line is subsequently freed for the purpose of originating another call.

Call Pick-Up

Enables a user to answer any incoming call within the system from any line within the system. An incoming call on one line may be answered from an extension on another line simply by dialing the access code.

Call Forward-Variable

Allows the customer to forward all incoming calls to another line within or outside of the system.

Call Forward-Busy/ No Answer

Provides for the forwarding of calls to a pre-designated number within the same system and where facilities permit to any pre-designated number outside of the system upon encountering either a busy signal or if there is no answer. This feature will not work with Call Waiting.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.7 Custom Calling Services (Cont'd)****Call Forward - Don't Answer**

Provides for the forwarding of calls that are not answered after a pre-designated number of rings to another number within the same system and where facilities permit to another number outside of the system.

Caller ID with Name

Caller ID with Name is an arrangement which permits a customer with Local Exchange Service to receive the calling telephone number for calls placed to the customer.

Caller ID

Caller ID is an arrangement which permits a customer with Local Exchange Service to receive the calling telephone number for calls placed to the customer.

Caller ID Manager with Name

Caller ID manager with name is an enhancement of the Call Waiting feature offered to residence and business customers that allows the "called" party to control the treatment of a second incoming call. Caller ID Manager with Name allows a customer who is on a call to receive the name and telephone number of a second caller and then determine how they want to manage that call.

Call Waiting

Alerts the user that a call is waiting by applying a burst of tone when another call is received while the phone is in use. This feature will work only on calls coming from outside of the system.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.7 Custom Calling Services (Cont'd)****Call Block [Initiating]**

Call block [Initiating] is an optional outgoing call management service that provides residential and business customers the ability to block or allow calls initiated from their line. A subscriber may modify Call Block Service parameters on their line from any touch tone equipped telephone by dialing an access number and following the directions provided.

Call Block [Terminating]

Call block [Terminating] is an arrangement which prevents future calls from up to six pre-specified phone numbers, one of which may be the most recent incoming call from an unknown telephone number immediately after the call has been received. Callers from the pre-specified telephone numbers will receive an announcement that the called party is not accepting calls.

Distinctive Ring

Distinctive Ring is a feature which allows a customer to have up to three separate telephone numbers assigned to one Local Exchange Line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call.

Priority Call

Priority Call is an arrangement which provides for one distinctive signal to the customer when a call is received from one of up to 6 prespecified numbers.

Repeat Dialing

Repeat Dialing is an arrangement that permits the customer to automatically redial the last number dialed. If the called line is busy, a 30-minute queuing process begins. The customer is then notified given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of the called line until both lines are found idle or the queuing process expires.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.7 Custom Calling Services (Cont'd)****Return Call *69**

*69 is an arrangement which enables the customer to activate the number of the last party that called them.

A *69 Activation is considered complete and billable after the feature is activated by dialing *69, regardless of whether or not the call is returned, except in cases where calling the number is not available from the network (e.g. calls outside the calling area, cellular numbers, etc.)

Remote Forward

The Remote Forward feature combines Call Forwarding with remote access capability. In addition to the current Call Forwarding feature-access method, the Remote Forward feature provides customers access from any touch tone capable phone.

Select Forward

Select Forward is an arrangement which permits a customer to specify, up to a maximum of six, telephone numbers from which calls are to be forwarded. During the period that Select Forward is activated, only calls from one of the prespecified numbers will be forwarded.

Toll Authorization

Toll Authorization allows a customer to select a password that restricts toll calling from selected lines.

Talking Call Waiting

Talking Call Waiting alerts the user that call is waiting by announcing the caller ID with name when another call is received while the phone is in use.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.8 Cavalier UNE Loop Support Service**

Cavalier UNE Support Service provides order processing and technical assistance to a UNE supplier for either the delivery of a UNE loop to a customer or a loop returned to the supplier. All Cavalier UNE Loop support service charges are billed to the UNE supplier. The service is categorized into the following service areas:

Premise Visit – New Loops and Hot Cuts – a separate charge is imposed when a Cavalier technician makes a premise visit to service a UNE loop at installation when the installation did not produce service for the customer.

Missed Appointments – a separate charge is imposed when a customer appointment is made with the UNE supplier, and that supplier misses or is late for the appointment. A fifteen-minute grace period is permitted before charges are initiated.

Premise Visit – Maintenance – a separate charge is imposed when a Cavalier technician makes a premise visit for maintenance and repair of a defective loop, not cleared by the UNE loop supplier.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.9 Cavalier Business Communications Essentials**

Cavalier Business Communications Essentials offers unlimited local and domestic long distance* voice calling to new Cavalier customers. The package rate is exclusive of taxes, Federal Subscriber Line Charge, Universal Service fee and other charges. Customer billing name and address must be the same for each Cavalier account. Features are available on an a la carte basis. The package rate does not include, operator assisted, directory assistance, calling card or inbound calls. Cavalier Business Communications Essentials is only available to new accounts with 10 lines or fewer.

Cavalier Business Communications Essentials is designed for customers who use their phone lines primarily for voice calling. This product is not intended for phone lines that are connected to the Internet for extended periods of time. If Cavalier Business Communications Essentials service is used to access the internet for significant periods of time (in excess of 5000 minutes per month), an additional monthly charge for internet/data use may be assessed.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.10 Directory Assistance

3.10.1 General

The Company provided Directory Assistance Service whereby customers may request assistance in obtaining telephone listings and numbers.

3.10.2 Regulations

3.10.2.1 The rates specified in Section 10 apply when customers request company assistance in determining telephone numbers of customers who are located in the same NPA, or to any NPA within the United States.

3.10.2.2 For calls within the same NPA the customer is allowed two (2) direct dialed Directory Assistance Service calls per dial tone line per month or fraction thereof, with two requests per call, at no charge.

3.10.3 Direct dialed Directory Assistance Service calls are calls dialed by the customer and completed without the assistance of a Company operator. The services of a Company operator are not to be used in connection with the completing of direct dialed Directory Assistance Service calls except in the following cases.

3.10.3.1 To reach the called Directory Assistance Service number where direct dialing facilities are not available.

3.10.3.2 To reach the called Directory Assistance Service number when attempts by the customer to direct dial such a call can not be completed.

3.10.3.3 To only record the originating telephone number where no automatic recording equipment is available.

3.10.4 Call allowances are not transferable between separate accounts of the same customer.

3.10.5 Charges for Directory Assistance Service are not applicable to calls to the Directory Assistance Service attendant placed from hospital services, or to calls the Directory Assistance Service attendant from telephones where the customer, and in the case of residence service where the customer or a member of the customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.11 Busy Line Verify and Line Interrupt Service****3.11.1 Description**

Upon request of a calling party the Company will verify a busy condition on a called line.

3.11.1.1 The operator will determine if the line is clear or in use and report to the calling party.

3.11.1.2 The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

3.11.2 Regulations

3.11.2.1 A charge will apply when:

A) The operator verifies that the line is busy with a call in progress.

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

C) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

3.11.2.2 No charge will apply when the calling party advises that the call is to or from an official public emergency agency.

3.11.2.3 Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

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

3.12 700/900 Blocking Options

700/900 Blocking Options are arrangements which prevent a Customer from accessing 700 and/or 900 service telephone numbers. This option is installed and provided at no charge.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.13 Emergency 911 Interconnection Services****3.13.1 General**

- 3.13.1.1 Emergency 911 Services provide customers a means of accessing a Public Safety Answering Point (PSAP) designated by a local government authority or its agents(s). The PSAP is accessed by dialing the telephone number 911.
- 3.13.1.2 Local exchange facilities and other services provided by the Company for the local government authority's are provided in accordance with the general regulation of this Price Guide specified in Section 2.0.
- 3.13.1.3 The Company's entire liability to any person for interruption or failure of Emergency 911 Services, whether due to the Company's network facilities, shall be limited to the terms set forth in this section and other sections of this and other applicable Company Tariffs and Price Guides.
- 3.13.1.4 Agents of the local government authority for the purpose of administering this Price Guide may include, but are not limited to, other local exchange telephone companies acting on behalf of local government authorities.

3.13.2 Provision of Service

- 3.13.2.1 The Company will provide local exchange facilities and other services, which interconnect with PSAP locations directly, or interconnect with that location through a connecting company, to Company's central offices based on the availability, rates, terms, and conditions as specified in Section 10.
- 3.13.2.2 The Company will provide addresses or other available location information to assist local government authorities or their agent(s) in providing Enhanced 911 Service. The Company and the local government authority or its agent(s) will mutually agree upon the frequency and medium in which address or location information is provided.
- 3.13.2.3 The Company will provide Automatic Number Identification for the transmission of the caller's telephone number to the PSAP.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.13 Emergency 911 Interconnection Services (Cont'd)****3.13.3 Conditions**

- 3.13.3.1 This service is offered solely as an aid in routing calls in connection with fire, police, and other emergency services. In the event of service interruption, the Company shall not be liable to any person, corporation, or other entity for any loss or damage. No allowance shall be made if the interruption is due to the negligence or willful act of the local government authority or its agent(s).
- 3.13.3.2 When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence of the local government authority or its agent(s), a pro rata adjustment of the fixed monthly charges involved may be allowed as covered by the General Regulations Section of this Price Guide.
- 3.13.3.3 Each end user and local government authority or its agent(s) also agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the end user, local government authority, or PSAP, for personal injury or death to any person or persons, or for any loss, damage or destruction of any property, whether owned by the end user, local government authority or others.
- 3.13.3.4 The Company's liability for any loss or damage arising from errors, interruptions, defects or failures of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- 3.13.3.5 The local government authority and its agent(s) recognizes that addresses, location of information, and other data are the business records of the Company and the Company cannot guarantee the accuracy in emergency situations.
- 3.13.3.6 The 911 Service calling party forfeits the privacy by non-published telephone number service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP.
- 3.13.3.7 No local usage charges apply to the calling party for call to 911 lines.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.13 Emergency 911 Interconnection Services (Cont'd)****3.13.4 Feature Definitions****A) Interconnection – T1**

The 911 T1 charge is assessed per month based upon the actual T1's in service, subtending through Verizon, or directly connected to Cavalier.

3.14 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. By dialing a "700" number, a Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission.

3.15 Presubscribed Intra and Inter LATA Carrier Change

Customers may presubscribe their local access line(s) to their intrastate, intraLATA and interLATA long distance carrier(s) of their choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a separate charge.

3.16 Paper Bill Invoice Fee

Business Customers will be assessed a Paper Bill Invoice Fee of \$3.95 per month if they elect to receive paper invoices through the mail. The Paper Invoice Fee will be waived for any business Customer who elects the Company's Electronic Billing Option and forgoes receipt of paper bills.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.17 Bundled Services**

This section contains optional bundled offerings of the Company that include regulated local exchange services along with regulated services under another tariff of the Company as well as non-regulated services such as internet access and voice mail.

3.17.1 Business Bundles

Two business service packages are offered providing different bundled combinations of unlimited calling, message rate calling, and long distance.

A. Unlimited Local Usage, Long Distance Bundle

This rate plan includes unlimited inbound and outbound calls within the customer's local calling area and 100 minutes of LD per line spread over all the lines. If a customer has 10 lines, they will get a total of 1000 minutes of LD to be used over all their business lines. All long distance calls after the allowance will be \$0.05 cents per minute.

B. Message Rate, Long Distance Bundle

Cavalier's Message Rate product is ideal for small businesses that make a significant amount of calls per month. Each line contains 100 local calls plus 100 minutes of long distance. A 10-line customer will get 1000 local calls and 1000 long distance minutes that can be used over all lines. Local call charge after the allowance is \$0.08 cents per call. All long distance calls after the allowance will be \$0.05 cents per minute.

C. Unlimited Local

This rate plan includes unlimited inbound and outbound calls within the customer's local calling area. This plan does not include any bundled long distance minutes. If the customer selects Cavalier Long Distance, all long distance calls will be \$0.05 cents per minute.

D. Message Rate

Cavalier's Message Rate product is ideal for small businesses that make a significant amount of local calls per month. Each line contains 100 local calls. A 10-line customer will get 1000 local calls that can be used over all lines. Local call charge after the allowance is \$0.08 cents per call. This plan does not include any bundled long distance minutes. If the customer selects Cavalier Long Distance.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.18 IntraLATA Toll Presubscription****3.18.1 General**

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

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

An ITP must use Feature Group D (“FGD”) Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent (“LOI”) to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in B.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.18 IntraLATA Toll Presubscription (Cont'd)****3.18.2 Presubscription Charge Application****3.18.2.1 90-Day Initial Free Presubscription Choice for Existing Users**

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

Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.

Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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

3.18.2.2 Initial Free Presubscription Choice for New Users

New end users or Pay Telephone Service Providers who subscribe to service after the presubscription implementation date (including an existing customer who orders an additional line) 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.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.18 IntraLATA Toll Presubscription (Cont'd)****3.18.2 Presubscription Charge Application****3.18.2.2 Initial Free Presubscription Choice for New Users (Cont'd)**

Initial free selection available to new end user or Pay Telephone Service Providers are:

Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.

Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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 herein.

3.18.2.3 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in Section 4.

3.18.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP

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

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.18 IntraLATA Toll Presubscription (Cont'd)****3.18.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”)**

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

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

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

3.18.3.2 Verification of Orders for Telemarketing

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

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

- A The customer’s billing name and address and each telephone number to be covered by the PIC change order;
- B The decision to change the PIC to the ITP; and
- C The customer's understanding of the PIC change fee; or

3.18.3.3 The ITP has obtained the customer’s electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in (A) preceding to confirm the authorization; or

3.18.3.4 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).

3.18.3.5 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.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.18 IntraLATA Toll Presubscription (Cont'd)****3.18.4 PIC Switchback Options (Company may offer switchback options at its election)****3.18.4.1 Customer denies requesting change of ITP.**

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

The ITP is in no way relieved of the FCC requirements for:

Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or

Instituting steps to obtain verification of orders submitted to 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.

3.18.4.2 Customer Requests Switchback to Previous ITP PIC.

When the Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in Section 10.4.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.18 IntraLATA Toll Presubscription (Cont'd)****3.18.5 IntraLATA Preferred Carrier Freeze Selection (if offered)**

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

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

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

3.18.5.1 Marketing of PIC Freeze Option

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

3.18.6 Informational Notice to Customers

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

SECTION 4 – APPLICATION OF RATES

4.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Price Guide.

4.2 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:

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.

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.

Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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.

4.3 Time Periods (Local Time)

Weekday: 8:00 a.m. to but not including 5:00 p.m. – Monday through Friday

Evening 5:00 p.m. to but not including 11:00 p.m. – Monday through Friday

Night 11:00 p.m. to but not including 8:00 a.m. – Monday through Friday, all day Saturday, and Sunday, and all holidays. Holidays include Christmas, New Years Day, Thanksgiving, Independence Day, and Labor Day

SECTION 4 – APPLICATION OF RATES (Cont'd)

4.4 Local Exchange Services

4.4.1 Standard Line

		Standard Line Services	
		Business	Residence**
A.	Installation Charges		
1.	Charges per order		
	New Installation	\$80.00	\$80.00
	Moves and Changes	\$18.50	\$15.35
	Record Changes	\$17.00	\$ 9.00
2.	Line Connection Charges		
	Installation per line	\$26.80	\$17.80
	Moves and Changes	\$17.80	\$10.80
	Line Reconnection	\$17.80	\$35.50
B.	Line Charges (Business)		
	*Groups A, A1, A2, B, B1, B2 defined in Verizon - Maryland Local Exchange Tariff.		
1.	Message Option	Group A	Group B
	Monthly	\$14.08	\$16.32
	12 Months	\$13.76	\$15.93
	36 Months	\$13.18	\$15.25
	60 Months	\$12.70	\$14.69
	Message Rate Charge	\$.085/message (monthly or 12 month contract) \$.075/message (36 or 60 month contract)	
2.	Unlimited Usage	Group A	Group B
	Monthly	\$48.61	\$48.61
	12 Months	\$46.14	\$46.14
	36 Months	\$44.91	\$44.91
	60 Months	\$43.68	\$43.68

***As of December 31, 2011, this service is grandfathered and only available to existing Customers at existing locations.*

SECTION 4 – APPLICATION OF RATES (Cont'd)

4.4 Local Exchange Services (Cont'd)

4.4.1 Standard Line (Cont'd)

C. Line Charges (Residential)**

	Group A1*	Group A2*	Group B1*	Group B2*
Monthly	\$15.45	\$15.92	\$14.26	\$14.73
12 Months	\$14.67	\$15.12	\$13.54	\$13.99
36 Months	\$13.95	\$14.38	\$12.88	\$13.31
60 Months	\$13.11	\$13.51	\$12.10	\$12.51

*Groups A, A1, A2, B, B1, B2 defined in Verizon - Maryland Local Exchange Tariff.

4.4.2 Digital Business Line/Trunk Port Services

Installation Charge - Non-Recurring \$650.00

Facility Charge - Month \$123.00

Per Channel Charges	Monthly	12 Month	36 Month	60 Month
Unlimited Usage				
Group A	\$74.84	\$70.94	\$69.00	\$67.00
Group B	\$74.84	\$70.94	\$69.00	\$67.00
Message Option				
Group A	\$13.33	\$13.01	\$12.43	\$11.95
Group B	\$15.57	\$15.18	\$14.50	\$13.94
Message Rate Charge	\$.085/message			

**As of December 31, 2011, this service is grandfathered and only available to existing Customers at existing locations.

SECTION 4 – APPLICATION OF RATES (Cont'd)

4.4 Local Exchange Services (Cont'd)

4.4.3 Primary Rate Interface

	Monthly	12 Months	36 Months	60 Months
Call by Call	\$ 85.00	\$ 80.00	\$ 77.50	\$ 81.00
Caller Line ID	\$107.50	\$105.00	\$100.00	\$ 95.00

4.4.4 DID/DOD Service

	Installation	Monthly
Per 1st 20 Numbers	\$650.00	\$18.00
Add'l 20 Group Numbers	\$ 22.00	\$18.00
Per Line	\$ 84.00	\$ 9.25

4.4.5 Maintenance Visit Charge

Residence	\$42.00 per visit
Business	\$42.00 per visit

***As of December 31, 2011, this service is grandfathered and only available to existing Customers at existing locations.*

SECTION 4 – APPLICATION OF RATES (Cont'd)

4.5 Directory Listings

	Business	Residence
Add'l Listing	\$3.95	\$3.95
Non – Listed	\$3.95	\$3.95
Non – Published	\$3.95	\$3.95

4.6 Operator Services

Calling Card	\$0.60
Collect, Bill to 3rd	\$2.95
Person to Person	\$3.00
Call Completion/per call	\$0.60

4.7 Custom Calling Services – A La Carte

Unless otherwise specified for a particular service plan, the following Custom Calling Services at rates set forth below, are available to Customers who subscribe to a local calling plan when the Custom Calling Service is not part of the plan.

	Nonrecurring	Business	Residence
Anonymous Call Rejection	N/A	\$2.50	N/C
Call Block – Initiating	\$5.00	\$1.25	\$3.75
Call Block – Terminating	\$5.00	\$1.25	\$3.75
Call Forwarding Variable	\$5.00	N/C	\$3.25
Call Forwarding Busy Line	\$5.00	\$1.75	\$1.75
Call Forwarding No Answer	\$5.00	\$1.75	\$1.75
Call Forwarding BL& No Ans	\$5.00	\$1.75	\$1.75
Select Forward	\$5.00	\$1.25	\$3.75
Remote Forward	\$20.00	\$5.50	\$5.00
Caller ID w/name	\$5.00	\$6.50	\$5.75
Voice Mail Multiple	\$5.00	\$7.25	\$2.75
Voice Mail Single	\$5.00	\$5.00	\$4.25
Priority Call	\$5.00	\$1.25	\$2.75
Distinctive Ring	\$5.00	\$4.25	\$4.25
Repeat Dialing	\$5.00	\$1.25	\$2.00
*69 Return Call		\$3.75	\$3.75
Call Waiting		N/C	\$3.25
Toll Authorization		\$2.00	\$2.00

SECTION 4 – APPLICATION OF RATES (Cont'd)

4.8 Cavalier UNE Loop Support Service

Premise Visit – New Loops and Hot Cuts

Prem	\$18.40
Total	\$18.40

Missed Appointment Charge

Initial	\$50.00
Qtr Hour	\$16.00
Total	\$66.00

4.9 Cavalier Business Communications Essentials

Per Line Per Month \$56.74

4.10 Directory Assistance

Within same NPA	\$1.95/call*
All other NPA's	\$1.95/call
Call Completion	\$1.95/call

*2 free per line per month/2 requests per call

4.11 Busy Line Verify and Line Interrupt Service

Busy Line Verification	\$1.25
Busy Line Verification with Interrupt	\$2.00

4.12 700/900 Blocking Options

No Charge

4.13 Emergency 911 Connection Services

T1, Per Tandem, Per Month \$325.00

4.14 Reserved For Future Use

4.15 Presubscribed Inter LATA Carrier Change

Per Line	\$10.00
Add'l Line	\$ 2.50

SECTION 4 – APPLICATION OF RATES (Cont'd)

4.16 Paper Bill Invoice Fee

Paper Bill Invoice Fee, Per Month	\$3.95
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4.17 Bundled Services

4.17.1 Value Phone Plan Features**

The following features are available only to customers Subscribed to the Value Phone Plan residential bundled service.

Features Offered on a Monthly Basis

Monthly Recurring Charges

Optional Calling Feature

Caller ID Manager With Name	\$5.75
Remote Call Forwarding	\$5.00
Call Block	\$3.75
Call Waiting	\$3.25
Call Forward Variable	\$3.25
Anonymous Call Rejection	\$2.65
Speed Dial 8	Included
3-Way Calling	Included

Features Offered on a Usage-Sensitive Basis

Optional Calling Feature

Return Call (*69)	\$0.75
Repeat Dialing (*66)	\$0.75

***As of December 31, 2011, this service is grandfathered and only available to existing Customers at existing locations.*

SECTION 4 – APPLICATION OF RATES (Cont'd)

4.17 Bundled Services (Cont'd)

4.17.2 FiberTREX Optional Calling Features

The following features are only available to Customers subscribing to bundled service plans that include the FiberTREX Optional Calling Features.

	Monthly Recurring Charge
FiberTREX Service	\$2.50
Basic Standard Features	
Consultation Hold	Free
Call Transfer	Free
Three-Way Calling	Free
Automatic Call Back	Free
Call Forwarding Variable	Free
Call Hold	Free
Speed Calling 30	Free
Selectable Standard Features	
Intercom	Free
Call Forwarding (Busy/Don't Answer)	Free
Call Pick-Up	Free
Call Restriction Options	Free
Distinctive Ringing	Free
Hunting	Free
Call Waiting - Originating/Terminating	Free
Tone Block / Cancel Call Waiting	Free
Optional Features	
Call Block	\$1.25
Call Park	\$1.25
Caller ID	\$6.50
Directed Call Park	\$1.25
Last Number redial	\$1.25
Remote Access Forward	\$5.50
Repeat Call	\$1.25
Return Call	\$1.25

SECTION 4 – APPLICATION OF RATES (Cont'd)

4.18 IntraLATA Toll Presubscription

Charge for ITP Carrier Change	\$5.00
Charge for Switchback Carrier Change	\$5.00