

Price Guide Applicable to  
**Facilities-Based and Resale  
Local Exchange and Interexchange**  
Telecommunications Services Furnished by  
INTELLIFIBER NETWORKS, INC.  
Between Points Within the State of Maryland

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## 1 GENERAL

### 1.1 Application of the Price Guide

- 1.2.1 This Price Guide governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this Price Guide.
- 1.2.2 The Company's services are available to business Customers.
- 1.2.3 The Company's service territory for long distance services is statewide. The service territory for local exchange services will mirror the calling areas of Verizon-Maryland, Inc., as specified in Verizon's tariffs and Price Guides.

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## 1 GENERAL (Cont'd)

### 1.2 Definitions

- 1.2.1 "Account Codes" permit Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.
- 1.2.2 "Carrier," "Company" or "Utility" refers to Intellifiber Networks, Inc.
- 1.2.3 "Commission" means the Maryland Public Service Commission.
- 1.2.4 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.2.5 "Customer" or "Subscriber" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.2.6 "Dedicated Access" means a connection between two points through a dedicated line.
- 1.2.7 "Direct Inward Dial or ("DP")" is a service that routes incoming calls directly to stations by-passing a central answering point.
- 1.2.8 "Digital Signal Level 3 (DS-3)" is the equivalent of 64,000 bits per second.
- 1.2.9 "DSX-1 Panel" is distribution equipment used to terminate and administer DS1 (1.544 Mbps).
- 1.2.10 "Duplex Service" means a service that provides for simultaneous transmission in both directions.

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## 1 GENERAL (Cont'd)

### 1.2 Definitions (Cont'd)

- 1.2.11 "Fiber Optic Cable" is a thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver which translates the message.
- 1.2.12 "Gbps" means gigabits per second, denotes billions bits per second.
- 1.2.13 "Kbps" means kilobits per second, denotes thousands of bits per second.
- 1.2.14 "LATA" means 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 F.C.C. No. 4.
- 1.2.15 "Mbps" means megabits, denotes millions of bits per second.
- 1.2.16 "Optical Carrier, Level 3 (OC-3)" is the equivalent of 155.52 bits per second.
- 1.2.17 "Optical Carrier, Level 12 (OC-12)" is the equivalent of 622.08 million bits per second.
- 1.2.18 "Optical Carrier, Level 48 (OC-48)" is the equivalent of 2.488 thousand million bits per second.
- 1.2.19 "Optical Carrier, Level 192 (OC-192)" is the equivalent of 9.952 thousand million bits per second.
- 1.2.20 "Recurring Charges" means charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

1 GENERAL (Cont'd)

1.2 Definitions (Cont'd)

1.2.21 "Service" means any telecommunications service(s) provided by the Carrier under this Price Guide.

1.2.22 "System" allows for shared use of speed calling list. A control station will add, change, delete telephone numbers from the list for the group.

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

1.2.24 "User" or "End User" means a Customer, Joint User or any other person authorized by a Customer to use service provided under this Price Guide.

1.2.25 "Wavelength Services" means a leased dark fiber with speeds between 2.5 to 10 Gigabits per second.

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## 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 information transmission between points within the State of Maryland.
- 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 network in order to originate and terminate its own services, or to communicate with its own Customers.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this Price Guide. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4 The Company's Customer service representatives for billing and service inquiries may be reached toll free at (877) 228-7658. Customers wishing to communicate with the Company in writing may send correspondence to: Intellifiber Networks, Inc., 1450 E. Parham Road, Richmond, VA 23280.
- 2.1.5 The Company reserves the right to limit 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 causes beyond the Company's control.
- 2.1.6 The furnishing of services under this Price Guide is subject to the availability on a continuing basis of all 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.



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

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## 2 RULES AND REGULATIONS (Cont'd)

### 2.2 Obligations of the Customer (Cont'd)

#### 2.2.1 The Customer shall be responsible for: (Cont'd)

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

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

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

2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

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## 2 RULES AND REGULATIONS (Cont'd)

### 2.2 Obligations of the Customer (Cont'd)

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

2.2.4 The Company's services (as detailed in this Price Guide) 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 Price Guides or contracts which are applicable to such connections.

2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Price Guide for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

### 2.3 Liability of the Company

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

## 2 RULES AND REGULATIONS (Cont'd)

### 2.3 Liability of the Company

#### 2.3.2 Service Irregularities

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

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

#### 2.3.3 Claims of Misuse of Service

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

2.3.3.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

## 2 RULES AND REGULATIONS (Cont'd)

### 2.3 Liability of the Company (Cont'd)

#### 2.3.4 Defacement of Premises

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

#### 2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

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

## 2 RULES AND REGULATIONS (Cont'd)

### 2.3 Liability of the Company (Cont'd)

#### 2.3.6 Service at Outdoor Locations

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

#### 2.3.7 Warranties

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

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

#### 2.3.8 Limitation of Liability

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

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## 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 single line business Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

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

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

#### 2.4.2 Cancellation of Service

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

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## 2 RULES AND REGULATIONS (Cont'd)

### 2.4 Application for Service (Cont'd)

#### 2.4.2 Cancellation of Service (Cont'd)

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

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

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this 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.

### 2.5 Payment for Service

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

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



## 2 RULES AND REGULATIONS (Cont'd)

### 2.6 Customer Deposits

- 2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential Customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time.
- 2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
  - 2.6.2.1 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 Carrier agrees to abide by the regulations associated with residential Customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.

## 2 RULES AND REGULATIONS (Cont'd)

### 2.6 Customer Deposits (Cont'd)

2.6.4 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.

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

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

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

## 2 RULES AND REGULATIONS (Cont'd)

### 2.7 Late Payment Charges

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

### 2.8 Customer Complaints and Billing Disputes

- 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
- 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:

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

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

## 2 RULES AND REGULATIONS (Cont'd)

### 2.8 Customer Complaints and Billing Disputes

2.8.3 The Company provides the following toll free number 1-877-228-7658 for Customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

### 2.9 Allowance for Interruptions in Service

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

2.9.2 No credit shall be allowed for any service interruption of less than two (2) hours or less. For service interruptions of greater than two (2) hours, Customers shall be credited at the rate of 1/1440 of the rate applicable to the service which is subject to the interruption of each half hour or major fraction thereof. The maximum credit for all service interruptions during a one-month period shall not exceed the service charges due to the Company for such period.

2.9.3 Each service interruption shall be measured from (i) the time the Customer notifies Company that a service interruption has incurred to (ii) the time of restoration of service as determined by the Company.

2.9.4 When the service provided by the Company includes more than one communications path, the service interruption allowance applies only to the path interrupted.

## 2 RULES AND REGULATIONS (Cont'd)

### 2.9 Allowance for Interruptions in Service (Cont'd)

2.9.5 No credit allowances will be made for any interruption of service: (1) due to the negligence or noncompliance with the provision of the Price Guide by any person or entity other than the Company; (2) due to the failure of power, equipment, systems or service not provided by the Company; (3) due to circumstance or causes beyond the control of the Company (4) during any period in which the Company is not given full and free access to the Customer's or Company's facilities; and (5) during any period in which the User continued to use the service on an impaired basis.

### 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.

2.10.4 Convenience Fee - In the event a business Customer makes a one-time or recurring payment using a credit card, a Convenience Fee Charge may apply. Any payments for a deposit or advance payment to establish new service are excluded from the Convenience Fee Charge. This charge does not apply to residential Customers or to business Customers that make payment using their financial institution's bill payment service, Customers with negotiated contracts that do not allow the assessment of this fee, or Customers without a computer. This fee will be assessed at the point of payment and will not appear on the Customer's invoice.

(N)  
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(N)

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## 2 RULES AND REGULATIONS (Cont'd)

### 2.11 Returned Check Charge

The charge for a returned check is \$25.00.

### 2.12 Directory Assistance Call Allowance

Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

### 2.13 Special Customer Arrangements

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

2.13.2 To the extent there is no other requirement for use of services provided by the Company under this Section, a termination liability may apply for facilities specially constructed at the request of the Customer. The termination liability period is the estimated service life of the facilities provided. The amount of the maximum termination liability is equal to the estimated amounts for costs of installation of the facilities and/or construction of new facilities as appropriate, less net salvage, license preparation, processing and related fees; tariff and Price Guide preparation, process and related fees, cost of removal and restoration, where appropriate, and any other identifiable costs related to the specially constructed or rearranged facilities.

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## 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.

#### 2.14.2. Denial of Service Requiring Notice

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

## 2 RULES AND REGULATIONS (Cont'd)

### 2.14 Termination of Service (Cont'd)

- 2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs and Price Guides on file with the Commission.
- 2.14.2.1.B Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
- 2.14.2.1.C Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.



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## 2 RULES AND REGULATIONS (Cont'd)

### 2.14 Termination of Service (Cont'd)

#### 2.14.2.1.D Non-payment of Bill.

- 2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of his account is not made and provided the Customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
- 2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
- 2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
- 2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

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## 2 RULES AND REGULATIONS (Cont'd)

### 2.14 Termination of Service (Cont'd)

2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.14.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the Customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

### 2.14.3. Insufficient Reasons for Denial of Service

2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective Customer:

2.14.3.1.A Failure of a prior Customer to pay for service at the premises to be serviced;

2.14.3.1.B Failure to pay for a different class of service for a different entity;

2.14.3.1.C Failure to pay the bill of another Customer as guarantor of that bill;

2.14.3.1.D Failure to pay directory advertising charges;

2.14.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

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

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

## 2 RULES AND REGULATIONS (Cont'd)

### 2.14 Termination of Service (Cont'd)

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

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

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

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

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## 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.

### 2.16 Interference with or Impairment of Service

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

## 2 RULES AND REGULATIONS (Cont'd)

### 2.17 Telephone Solicitation by Use of Recorded Messages

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

### 2.18 Incomplete Calls

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

### 2.19 Overcharge/Undercharge

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

2.19.2 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

## 2 RULES AND REGULATIONS (Cont'd)

### 2.20 Prohibited Uses

- 2.20.1 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.
- 2.20.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and commission regulations, policies, orders and decisions.
- 2.20.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others,.
- 2.20.4 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 services, and non-recurring charges as stated in this Price Guide will apply.

### 3 DESCRIPTION OF SERVICES

#### 3.1 Trial Services

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

#### 3.2 Promotional Offerings

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

#### 3.3 Individual Case Basis ("ICB") Offerings

3.3.1 The Price Guide may specify "ICB Pricing" for a service. The Company may or may not have an equivalent service in the Price Guide for which there is a rate, and the quoted ICB rates may be different than the Price Guide rates. An ICB must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission. All Customers have non-discriminatory access to requesting the service under an ICB rate.

#### 3.4 On-Site Visit and Repair

If Company must make visits to furnish maintenance or repair on equipment that ultimately is not the responsibility of Company, a charge may apply.

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### 3 DESCRIPTION OF SERVICES (Cont'd)

#### 3.5 Intra/InterLATA Private Line Service

3.5.1 Private Line Service provides a scalable range of capacity offering between two Company Point of Presence (POPs) within and/or between local exchange area(s). Company will offer Asynchronous capacity consisting of DS-3 service as well as a full complement of SONET synchronous service from OC-3 to OC-192.

#### 3.6 Lit Fiber Services

##### 3.6.1 DS-3 Service

This service consists of a DS-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. DS-3 Service is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. DS-3 Service is provided with an electrical interface. The equipment located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the Company's services. Where full capacity DS-3 Service is not available, the Company may offer Fractional DS-3 Service on an Individual Case Basis (ICB).

##### 3.6.2 OC-3 Service

This service consists of an OC-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-3 Service is a channel for the transmission of 155.52 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-3 Service is provided with an optical interface.



### 3 DESCRIPTION OF SERVICES (Cont'd)

#### 3.6 Lit Fiber Services (Cont'd)

##### 3.6.3 OC-12 Service

This service consists on an OC-12 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-12 Service is a channel for the transmission of 622.08 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-12 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-12 Service is provided with an optical interface.

##### 3.6.4 OC-48 Service

This service consists on an OC-48 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-48 Service is a channel for the transmission of 2.488 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-48 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-48 Service is provided with an optical interface.

##### 3.6.4 OC-192 Service

This service consists on an OC-192 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-192 Service is a channel for the transmission of 9.953 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-192 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-192 Service is provided with an optical interface.

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### 3 DESCRIPTION OF SERVICES (Cont'd)

#### 3.6 Lit Fiber Services (Cont'd)

##### 3.6.6 Rate Categories

Non-recurring and monthly recurring rates apply for each Lit Fiber Service furnished by the Company. Unless otherwise noted, two standard rate elements are used in calculating the monthly recurring rate for each service. The charges associated with each rate element is a maximum rate.

- A) Fixed charge: This rate element applies on per circuit basis.
- B) Per Mile Charge: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles between the two LEC end offices serving the geographic areas in which the end-points of the channel are located. Mileage is determined according to the V&H coordinate method set forth in the NATIONAL CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

##### 3.6.7 Basic and Mixed Vendor Services

DS-3, OC-3, OC-12, OC-48 and OC-192 services may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both end-points of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by one or more third party.

DS-3, OC-3, OC-12, OC-48 and OC-192 channels where both endpoints are served by a local exchange carrier's network will be provided at the sole discretion of the Company, and on an Individual Case Basis (ICB).

3 DESCRIPTION OF SERVICES (Cont'd)

3.6 Lit Fiber Services (Cont'd)

3.6.8 Lit Fiber Services Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, to Customers that subscribe to substantial volumes of Company's services as well as term discounts.

## 4 RATES AND CHARGES

### 4.1 Calculation of Rates

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 4.1.2 Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carriers.
- 4.1.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 4.1.5 All times refer to local times.

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 4 RATES AND CHARGES (Cont'd)

## 4.2 Intra/InterLATA Private Line Service Rates and Charges

A.	<u>DS-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>	
1.	IntraLATA	MIN: ICB    MAX: \$13,640.86	MIN: ICB	MAX: \$2,625.36
2.	InterLATA	MIN: ICB    MAX: \$12,922.92	MIN: ICB	MAX: \$2,487.19
B.	<u>OC-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>	
1.	IntraLATA	ICB	ICB	
2.	InterLATA	ICB	ICB	
C.	<u>OC-12 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>	
1.	IntraLATA	ICB	ICB	
2.	InterLATA	ICB	ICB	
D.	<u>OC-48 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>	
1.	IntraLATA	ICB	ICB	
2.	InterLATA	ICB	ICB	
E.	<u>OC-192 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>	
1.	IntraLATA	ICB	ICB	
2.	InterLATA	ICB	ICB	

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 4 RATES AND CHARGES (Cont'd)

## 4.3 Lit Fiber Service Rates

A.	<u>DS-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>	
1.	IntraLATA	MIN: ICB    MAX: \$13,640.86	MIN: ICB	MAX: \$2,625.36
2.	InterLATA	MIN: ICB    MAX: \$12,922.92	MIN: ICB	MAX: \$2,487.19
B.	<u>OC-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>	
1.	IntraLATA	ICB	ICB	
2.	InterLATA	ICB	ICB	
C.	<u>OC-12 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>	
1.	IntraLATA	ICB	ICB	
2.	InterLATA	ICB	ICB	
D.	<u>OC-48 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>	
1.	IntraLATA	ICB	ICB	
2.	InterLATA	ICB	ICB	
E.	<u>OC-192 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>	
1.	IntraLATA	ICB	ICB	
2.	InterLATA	ICB	ICB	

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## 5 INTRALATA TOLL PRESUBSCRIPTION

### 5.1 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 or 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 Section 5.2.

## 5 INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

### 5.2 Presubscription Charge Application

#### 5.2.1 90-Day Initial Free Presubscription Choice for New Users

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

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 90-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

#### 5.2.2 Initial Free Presubscription Choice for New Users

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



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## 5 INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

### 5.2 Presubscription Charge Application (Cont'd)

#### 5.2.2 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 not 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 Telephone 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 in 5.7.1 following.

#### 5.2.3 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 5.7.1.

#### 5.2.4 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.

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## 5 INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

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

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

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

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

### 5.3.2 Verification of Orders for Telemarketing

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

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

## 5 INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

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

5.3.2.2 The ITP has obtained the Customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the Customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification data (e.g., the Customer's date of birth or social security number).

5.3.3 The Company will follow the Federal Communications Commission's and the Maryland Public Service Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

### 5.4 Informational Notice to Customers

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