

Price Guide Applicable to
Local Exchange
Business Telecommunications Services Furnished by
MassComm, LLC
Between Points Within the State of Maryland

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SECTION 1 - GENERAL

1.1 Application of the Price Guide

1.1.1 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.

1.1.2 The Company's services are available to Business customers.

1.1.3 The Company's service territory is statewide with local calling areas consistent with Verizon Maryland's tariff on file with the Commission, as amended from time to time.

SECTION 1 - GENERAL, (CONT'D.)**1.2 Definitions**

- 1.2.1** “Carrier,” “Company” or “Utility” refers to MassComm, LLC
- 1.2.2** “Commission” means the Maryland Public Service Commission.
- 1.2.3** “Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.2.4** “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.2.5** “Service” means any telecommunications service(s) provided by the Carrier under this Price Guide.
- 1.2.6** “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.2.7** “Time period” means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	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/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish communications service to business Customers only 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.

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 or terminate its own services, or to communicate with its own customers.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this Price Guide;
- B. 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.
- C. 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.
- D. 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.)**

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

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

- A.** 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
- B.** 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.

SECTION 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 or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs, 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company**

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

2.3.2 Service Irregularities

- A.** 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.
- B.** 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.3 Claims of Misuse of Service**

- A.** 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.
- B.** The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

- A.** 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations**

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

2.3.6 Service at Outdoor Locations

- A. 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.)

2.3.7 Warranties

- A.** 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.

- B.** 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

- A.** 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.)**2.4 Application for Service****2.4.1 Minimum Contract Period**

- A.** Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new 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.
- B.** Except as provided in 2.4.2.B, 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.
- C.** 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**

- A.** 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.
- B.** 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;
 - .1** The total costs of installing and removing such facilities; or
 - .2** 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.
- C.** 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.13 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.

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

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

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

2.5.5 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.

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(N)

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Deposits

The Company will not collect customer deposits from customers for services offered within Maryland.

SECTION 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).

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Customer Complaints and Billing Disputes

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

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

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

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

2.8.3 The Company provides the following toll free number 1-866-791-6277 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Allowance for Interruptions in Service**

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.

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Price Guide by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 for the part of the service that the interruption affects.

2.9.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Allowance for Interruptions in Service, (Cont'd.)****2.9.1 General, (Cont'd.)**

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. 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.

2.9.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilizes another service provider;

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Allowance for Interruptions in Service, (Cont'd.)****2.9.2 Limitations of Allowances, (Cont'd.)**

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.9.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.9.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Allowances for Interruptions in Service, (Cont'd.)****2.9.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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 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.)**2.13 Termination of Service****2.13.1 Denial of Service Without Notice**

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

- A.** Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- B.** 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.
- C.** Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- D.** Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- E.** 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.)**2.13 Termination of Service, (Cont'd.)****2.13.2 Denial of Service Requiring Notice**

- A. 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:
- .1 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.
 - .2 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.
 - .3 Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Termination of Service, (Cont'd.)****2.13.2 Denial of Service Requiring Notice, (cont'd.)****A. (continued)****.4 Non-payment of Bill.**

- .a** 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.
- .b** 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.
- .c** 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.
- .d** 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.
- .e** Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- .f** 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.)

2.13 Termination of Service, (Cont'd.)

2.13.3. Insufficient Reasons for Denial of Service

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Termination of Service, (Cont'd.)****2.13.3. Insufficient Reasons for Denial of Service, (cont'd.)****A. (continued)**

- .6** Failure to pay an outstanding bill that is over 7 years old, unless the:
 - .a** Customer signed an agreement to pay the outstanding bill before the expiration of this period;
 - .b** 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
 - .c** 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.

- B.** This regulation applies to nonresidential classes of service.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Unlawful Use of Service**

2.14.1 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:

- A.** 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
- B.** 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.

2.14.2 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.15 Interference with or Impairment of Service**

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

2.16 Telephone Solicitation by Use of Recorded Messages

2.16.1 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.

2.17 Incomplete Calls

2.17.1 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.

2.18 Overcharge/Undercharge

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

2.18.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise tariffed or 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 not specify the price of a service or it may specify the price of a service as ICB. Quoted ICB rates may be different than the Price Guide rates. An ICB must be provided under contract to a customer. All customers have non-discriminatory access to requesting the service under an ICB rate.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.4 Business Network Switched Services****3.4.1 General**

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- * receive calls from other stations on the public switched telephone network;
- * access the Company's local calling service;
- * access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- * access the service of providers of interexchange service or intraLATA toll service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (1010XXXX). To the extent that intra-LATA presubscription is available, at the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges apply to all service on a one-time basis unless waived pursuant to this Price Guide.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.4 Business Network Switched Services (Cont'd.)**

Services - The following Business Access Service Options are offered:

Basic Business Line Service
PBX Trunk Service
PRI T-1 Service
Public Access Line Service

Basic Business Line Service is offered with measured rate local service.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets. Service may be arranged for two-way calling, inward calling only or outward calling only.

3.4.1 Basic Business Line Service

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

The following Advanced Features are available at an additional charge:

6-Way Conference per line.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the customer

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.4 Business Network Switched Services, (Cont'd.)****3.4.1 Basic Business Line Service, (Cont'd.)****.1 Measured Rate Basic Business Line Service****.a Description**

Calls to points within the local exchange area are charged on the basis of the duration of completed calls originating from the customer's service in addition to a base monthly charge.

.b Recurring and Nonrecurring Charges

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in this Price Guide. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier ("ILEC"). In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the ILEC for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the ILEC to the Company of the Number Portability Arrangement.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.4 Business Network Switched Services, (Cont'd.)****3.4.2 PBX Trunk Service**

PBX trunks are provided for connection of Customer-provided PBX terminal equipment. Trunks can be delivered at a DS0 level or at the DS1 level.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each DS0 level Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

A. Measured Rate PBX Trunks

Measured Rate DS0 PBX Trunks provide the Customer with a single voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a measured rate basis. DID trunks are arranged for one-way inward calling only.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.4 Business Network Switched Services, (Cont'd.)****3.4.2 PBX Trunk Service, (Cont'd.)****B. Recurring and Nonrecurring Charges**

In addition to the nonrecurring charges, service order charges apply as described in this pricing guide. Charges for each Measured Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's lines based on the duration of calls during the billing period. Service to Customers may require the use of a link (and, or) number portability arrangements from the incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the Customer will be the greater of the company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the Customer. If the Customer is served through a Number Portability Arrangement, the monthly charge to the Customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

C. Measured Rate Analog PBX Trunks**1. Measured Usage Charges**

Measured Usage Charges for Measured Rate PBX Trunks are the same as those indicated for a basic business line.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.4 Business Network Switched Services, (Cont'd.)****3.4.3 PRI T-1 Service**

PRI T-1 (Primary Rate Interface) T-1 Service provides the Customer with a direct digital connection via switched access to one or more private or public services. PRI T-1 Service is an enhanced T-1 service that allows the Customer Integrated Services Digital network (ISDN) bandwidth that facilitates end-to-end digital connectivity to support a variety of services. PRI T-1 Service is 23 B channels each being a full 64,000 bps. One channel is a D channel to allow for signaling information to be passed. The service is utilized to connect ISDN compatible equipment at the Customer premises to a suitably equipped Company node.

3.4.4 Public Access Line Service

Public Access Line Service provides a single, analog, voice-grade telephonic communications channel that can be used to connect a pay telephone to the Company's switching equipment. Local measured usage charges apply to all local calls originating on this line. Service to Customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier (ILEC). In such circumstances, the monthly recurring charge to the Customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the ILEC for the link used to serve the Customer. If the Customer is served through a Number Portability Arrangement, the monthly charge to the Customer will be increased by the applicable charge from the ILEC to the Company of the Number Portability Arrangement.

3.4.5 Special Business Services

The Company may offer Special Business Services otherwise known as an Integrated Flat Rate Bundle (IFRB) to business Customers who may qualify from term, volume or other discounts based on individual Customer telecommunications service commitments. The Company IFRB is available only to Customers who purchase Company digital T1 or primary rate interface (PRI) services. Terms and conditions of use of these services, are subject to the pricing guide provisions as stated herein or in other Company pricing guides governing use of those services (e.g. end-user common line charges are per interstate FCC tariff. The IFRB provides business Customers with the option of bundling regulated and non-regulated communications services needs to include local exchange, interexchange and data transmission services. These bundled services are offered to new Customers or to Customers whose current contract or term of service has expired and who desire to continue service arrangements with the Company.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.4 Business Network Switched Services, (Cont'd.)****3.4.6 Term Liability/Termination Charges**

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.5 Busy Line Verification and Interrupt Service**

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

The operator verifies that the line is busy with a call in progress. The operator verifies that the line is available for incoming calls.

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

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

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.6 Trap Circuit Service**

Trap Circuit Service is designed to allow the Customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held to trace.

3.6.1 Regulations

- A.** This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- B.** The Customer shall be required to sign a written request for this service. By signing the request the Customer shall release the Company from any liability, and the Customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- C.** The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- D.** The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

3.6.2 Rates

Upon request for this service, the monthly charge to the Customer will be increased by any charges incurred by the Company for the provision of this service.

Trap Circuit Service may be provided based on a contract agreement between the Company and Customer.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.7 Directory Assistance**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

3.7.1 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A.** Calls from pay telephones.
- B.** Requests for telephone numbers of non-published service.
- C.** Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- D.** Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Up to a maximum of 50 requests per month.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.8 Local Operator Service**

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized original party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see person to person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.9 Blocking Service****3.9.1 General**

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available:

900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.

900, 971, 974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 974 and 700 prefixes from being placed.

Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.

Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

3.9.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.10 Direct Trunk Overflow (DTO)**

The Direct Trunk Overflow feature gives the Customer another termination option if all of their DID trunks are busy. This all-trunks-busy condition may be caused either by legitimate heavy incoming traffic or by a trouble condition where the T-1 system is down and the 5ESS senses that trouble as an all-trunks-busy condition. During either busy condition, the incoming call attempts to terminate to the DID group. When the 5ESS sees all trunks busy, it will choose an alternate route for the call to a telephone number that is programmed in the 5ESS only. This telephone number has the Call Forward Remote feature assigned to it and forwards the call to a number chosen by the Customer.

Remote Access DTO enables the Customer to activate and/or update the Call Forwarding on their DTO from any location. The Customer uses a provided remote-access toll free number, the DTO Call Forwarding line and their four-digit PIN to review or change their call forwarding number.

3.11 Regulatory Cost Recovery Fee

The Regulatory Cost Recovery Fee (RCRF) is an undiscountable monthly charge applicable to Enterprise Customers that recovers, in part, the regulatory fees and expenses that are assessed on the Company by regulatory agencies and are not otherwise directly paid by end users. The RCRF is equal to a percentage of the total monthly charges related to multi-line access and features, data transmission, and broadband services. RCRF is not applied to residential or single line business accounts.

3.12 Presubscribed Interexchange, IntraLATA or Local Exchange Carrier Freeze

The customer may at their discretion request that the Company provide a switch function commonly known as a carrier freeze. This option allows the Customer the ability to prevent any unauthorized changing of their interexchange, intraLATA or local exchange telephone service.

This service is offered on a non-discriminatory basis and is at the sole discretion of the Customer. The Customer's request for this service must be clearly listed on a letter of agency or, if ordered via the Company's toll free number, recorded on the Company's third party verification system. There is no charge for this service.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.13 Alphabetical Directory****3.13.1 Directory Listings**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

- 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 listing 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, obscenities in the 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.)**3.13 Alphabetical Directory, (Cont'd.)****3.13.1 Directory Listings, (Cont'd.)**

- C.** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only Government listings in the Government section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- D.** In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- E.** Directory listing are provided in connection with each Customer service as specified herein.
 - .1 Primary Listing:** A primary listing contains the name of the Customer, or the name under which a business regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
 - .2 Additional Listings:** Directory listings of additional Customer Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for at a monthly recurring charge per listing. In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.13 Alphabetical Directory, (Cont'd.)****3.13.2 Liability of the Company for Errors****A. General**

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Price Guide, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

B. Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

1. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

2. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly pricing guide rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)**3.13 Alphabetical Directory, (Cont'd.)****3.13.2 Liability of the Company for Errors, (Cont'd.)****B. Allowance for Errors, (Cont'd.)****3. Operator Records**

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

3.14 Optional Invoice Elements**3.14.1 General**

A Commercial Customer's invoice information is presented on either a CD or in electronic format as chosen by the Customer. The CD will be sent by mail and the electronic version is accessible either via the Internet or by e-mail to the Customer. Both of these options are available at no charge to the Customer. Should the Customer choose to receive by mail, a paper invoice in addition to the electronic invoice, the Customer may be responsible for a monthly charge as indicated in the rate section following. This billing service is independent of additional paper invoices, documents or other Company services that provide specific call detail information or other data not normally provided in the invoice as rendered. Upon Customer request, additional copies of invoice or bill reprints will be provided, if available, at the per page rates as listed below as well as an additional service fee. If the Customer elects to receive the additional copy or reprint in CD format, only the service fee will apply.

SECTION 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. 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** Different rates apply based on time of day or day of week as described in the following rate table.

Rate Periods	From	To, but not Including	Days
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/Week ends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

SECTION 4 - RATES AND CHARGES, (CONT'D,)**4.2 Local Exchange Service Groups**

Rate Group A1	650,001 to 2,500,000 Weighted Main Stations
Rate Group A2	2,500,001 or more Weighted Main Stations
Rate Group B1	1 to 100,000 Weighted Main Stations
Rate Group B2	100,001 to 650,000 Weighted Main Stations

4.2.1 Determination of Rate Classes

- A.** Each exchange or zone is assigned to a rate class for the application of exchange service rates according to the number of weighted main stations in its exchange area.
- B.** The weighted main stations in an exchange area are computed by multiplying the total number of main stations in each exchange or zone within the local service portion of the exchange area by the appropriate distance factor as defined in Verizon PSC MD No. 202, Section 2.C.1.f.

SECTION 4 - RATES AND CHARGES, (CONT'D,)**4.3 Local Service Provider Freeze**

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

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 Nonrecurring Charges****4.4.1 Order Processing Charge**

An Order Processing Charge applies when the Customer establishes a new account or relocates an existing account to another location.

Order Processing Charge, per Occasion	\$50.00
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4.4.2 Moves, Changes or Additions to Existing Account

Processing Charge	\$50.00
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4.4.3 Record Order Charge

A Record Order Charge applies for Customer-initiated requests involving changes of Customer records.

Processing Charge	\$50.00
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4.4.4 Line Restoral Charge

Restoral Charge, Per Line	\$50.25 Residential	(C)
	\$100.00 Business	(I)

4.4.4 Service Calls

When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. Time is billed in 15 minute increments.

Per hour rate per technician:	\$250.00
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SECTION 4 - RATES AND CHARGES, (CONT'D.)
4.5 Business Network Switched Services**4.5.1 Basic Business Line Service**

	<u>Monthly Recurring Charge</u>
Month-to-Month	\$25.60
24 Month Term Plan	\$16.34
1. Monthly Usage Options	
Flat Rate, Unlimited Usage	\$7.99
2. Message Options	
Per Message	\$0.13
Measured Option	\$0.26

4.5.2 PBX Trunk Service

	<u>Nonrecurring Charges</u>	<u>Monthly Recurring Charge</u>
1. T1 or ISDN PRI	\$700.00	\$650.00
Month to Month	\$0.00	\$650.00
36 Month	\$0.00	\$650.00
60 Month		
2. DID Numbers		
Per DID Number	\$0.00	\$0.50

SECTION 4 - RATES AND CHARGES, (CONT'D,)**4.6 Busy Line Verification and Interrupt Service**

	Per Request
Busy Line Verification:	\$0.75
Busy Line Interrupts:	\$1.20
Intercept Call Completion	\$0.50

4.7 Directory Assistance

The directory assistance charge applies after four free directory assistance calls per month with two requests per call. All rates are per call.

	Verizon Area
Local DA per request	\$2.49
Enhanced DA	\$2.49

4.8 Local Operator Service

The following surcharges will be applied on a per call basis:

	Verizon Area
Third Number Billing	\$3.25
Collect Calling	\$3.25
Person to Person	\$4.50
Calling Card (Customer Direct)	\$3.25
Calling Card (Operator Dialed)	\$3.25

SECTION 4 - RATES AND CHARGES, (CONT'D,)**4.9 Blocking Service**

1. Nonrecurring Charges

900 and 700 Blocking

Business

See Note

900, 971, 974, and 700 Blocking

Business

See Note

Connection charges apply as specified in this Price Guide.

2. Recurring Charges

Third Number Billed and Collect Call Restriction

Business

\$ 0.00

Toll Restriction

Business

\$ 0.00

Toll Restriction Plus

Business

\$ 0.00

Direct Inward Dialing Blocking

(Third Party and Collect Call)

Initial Activation

\$ 0.00

Subsequent Activation (per line)

\$ 0.00

NOTE: Business customers electing either service 90 days after the establishment of service will be charged \$9.00.

SECTION 4 - RATES AND CHARGES, (CONT'D.)
4.10 Custom Calling Features

All rates are monthly recurring charges.

	Business
Anonymous Call Rejection	N/C
Ascending/Regular Hunting, per line	N/C
Automatic Call Return	\$3.30
Automatic Call Redial	\$3.30
Call Forward All Calls	\$7.70
Call Forward Busy	\$2.60
Call Forward Don't Answer	\$3.60
Call Forward Plus	\$6.50
Call Fwd remote Access (Customer Program)	\$8.90
Call Trace (Customer originated) – Per Use	\$1.00
Call Waiting	\$7.40
Caller ID (incoming)	\$11.20
Caller ID Plus Name (incoming)	\$13.55
Caller ID (outgoing)	N/C
Caller ID Plus Name (outgoing)	N/C
Customized Ringing	\$8.33
Speed Calling (8)	\$2.60
Speed Calling (30)	\$5.95
Three Way Calling	\$4.60
Uniform Call Distribution	N/C
Remote Call Forwarding – per number	\$32.00
Selective Call Rejection	\$3.50
Selective Call Acceptance	\$3.50
Selective Call Forward	\$5.15
Selective Distinctive Altering	\$3.50

4.11 The Regulatory Cost Recovery Fee (RCRF)

Monthly RCRF Charge 5.75%

SECTION 4 - RATES AND CHARGES, (CONT'D,)

4.12 Directory Listings

Monthly Recurring Charges associated with Directory Listings are as follows:

Customers in Verizon-Territory

Primary Listing	N/C
Additional Listing, each	\$6.95

4.13 Optional Invoice Elements

A Customer can choose a one-page summary with a remittance slip for no charge. All other paper invoice charges are as follows:

Per Paper Invoice:	\$7.00
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SECTION 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 of Pay Telephone Service Provider selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier’s other service(s).

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

Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in Section 10.2.

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.2 Presubscription Charge Application****5.2.1 Initial Free Presubscription Choice for New Users**

New end users (including an existing customer who orders an additional line) 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.

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

- A. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP’s service. Other carriers are accessed by dialing 101-XXXX or other required codes.
- B. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.
- C. Following a new end user’s or Pay Telephone Service Provider’s free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 10.5.1 following.

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.2 Presubscription Charge Application, (Cont'd.)****5.2.2 Charge for IntraLATA Toll Presubscription**

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 10.5.

5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users 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 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 Telephone Company.

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

5.3.2 Verification of Orders for Telemarketing

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

- A.** The ITP has obtained the customer’s written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
 - .1** The customer’s billing name and address and each telephone number to be covered by the PIC change order;
 - .2** The decision to change the PIC to the ITP; and
 - .3** The customer's understanding of the PIC change fee; or
- B.** 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 10.3.2.A.3 preceding to confirm the authorization; or
- C.** 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).

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”), (Cont'd.)

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

5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

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.

5.5 Rates and Charges

Charge for ITP Carrier Change	\$5.00
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