
LOCAL EXCHANGE SERVICES

Services Applicable to
Facilities-Based and Resold Local Exchange
Telecommunications Services Furnished by
Talk America, LLC

Between Points Within the State of Maryland

LOCAL EXCHANGE SERVICES

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LOCAL EXCHANGE SERVICES

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 residential and 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.
- 1.2 Definitions
 - 1.2.1 “Carrier,” “Company” or “Utility” refers to Talk America, LLC, unless otherwise clearly indicated by context.
 - 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 “Residential” customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. . All other customers are non-residential customers.
 - 1.2.6 “Service” means any telecommunications service(s) provided by the Carrier under this Price Guide.
 - 1.2.7 “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company offers local services to business and residential customers under the terms and conditions of this Price Guide.

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.

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.

LOCAL EXCHANGE SERVICES

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

2.2 Obligations of the Customer, (Cont'd.)

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

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

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

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

2.2.4 The Company's services (as detailed in this 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 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.

LOCAL EXCHANGE SERVICES

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

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

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

2.3.3 Claims of Misuse of Service

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

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

LOCAL EXCHANGE SERVICES

SECTION 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.

2.3.6 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.

LOCAL EXCHANGE SERVICES

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

2.3 Liability of the Company, (Cont'd.)

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.

LOCAL EXCHANGE SERVICES

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

2.4 Application for Service

2.4.1 Minimum Contract Period

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

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

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

2.4.2 Cancellation of Service

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

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

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.

LOCAL EXCHANGE SERVICES

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 2.14 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.
- 2.5.3 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.

LOCAL EXCHANGE SERVICES

SECTION 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, and to certify to the commission annually that such deposits have been deposited in Maryland.
- 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.

LOCAL EXCHANGE SERVICES

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

2.6 Customer Deposits, (Cont'd.)

- 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.
- 2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- 2.6.4.1 Was a customer of a Maryland utility within the preceding 2 years;
 - 2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - 2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
 - 2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4 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).

LOCAL EXCHANGE SERVICES

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 800-291-9699 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.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Taxes and Fees**

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

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

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

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

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

2.13 Special Customer Arrangements

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.

LOCAL EXCHANGE SERVICES

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

2.14 Termination of Service

2.14.1 Denial of Service Without Notice

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

2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.

2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.14.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

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:

2.14.2.1.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 Price Guides or tariffs 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.

LOCAL EXCHANGE SERVICES

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

2.14 Termination of Service, (Cont'd.)

2.14.2 Denial of Service Requiring Notice, (Cont'd.)

2.14.2.1 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: (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.
- 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.

LOCAL EXCHANGE SERVICES

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

2.14 Termination of Service, (Cont'd.)

2.14.3 Insufficient Reasons for Denial of Service

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

- 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;
 - 2.14.3.1.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.

LOCAL EXCHANGE SERVICES

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

2.15 Unlawful Use of Service

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

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

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

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

2.16 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.

LOCAL EXCHANGE SERVICES

SECTION 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.

LOCAL EXCHANGE SERVICES

SECTION 3 – DESCRIPTION OF SERVICES**3.1 Network Switched Service****3.1.1 General**

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each 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.

Network Switched Service provides a Customer with a connection to the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXXX).

Business or Residential Access Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines. A nonrecurring service connection charge applies to each new access line installation and monthly recurring charge applies per access line.

The following Network Services are available to residential/business Customers and for resale by other carriers certificated by the Commission

- Standard Residential and Business Line Service with touch tone
- Bundled Service Packages

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Service (Cont'd.)

3.1.2 Residential Bundled Local Service*

3.1.2.1 General

The Company offers basic local exchange service as part of a bundle or package of telecommunications services to residential Customers. For residential service packages which include unlimited local, intraLATA, and/or interLATA usage, the services are available for residential voice calling only. If it is determined that usage is not consistent with residential voice applications, such as for Internet access services, commercial facsimile or auto-dialing, telemarketing or other non-residential uses; Company may suspend, restrict or cancel the customer's service upon ten (10) days notice and assess an additional \$50.00 monthly recurring charge for each month in which such usage occurred. Incidental Internet and other data usage is permitted, provided however, that any usage in excess of 5,000 minutes per month shall be presumed to be not consistent with residential voice applications and shall be subject to the conditions above.

A. End-User Common Line (EUCL) Recovery Charge

A monthly recurring charge applies to recovery of End User Common Line charges pursuant to the Company's Federal Rate Schedules.

B. Additional Lines

Bundled Service Customers may purchase multiple lines or add lines to existing services, up to a total of ten (10) lines. The bundle rates below apply to the primary line. Each additional line will be billed at the rate specified for additional lines in the local bundle packages below.

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

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Service (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.2 Local Bundle X (United 1000 Plan)*

A. Local Bundle X (United 1000 Plan) includes the following services:

- 1000 Minutes of local voice calling, per line / per month. Rates for calls in excess of the allowance are located in Section 4;
- Three Custom Calling or CLASS features (subject to availability), excluding Voice Mail and the Custom Calling features that are priced on a per call basis; and
- Unlimited local, intraLATA or interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Service (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.3 Local Bundle XI (United Unlimited Plan)*

A. Local Bundle XI (United Unlimited Plan) includes the following services:

- Unlimited local voice calling;
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding Voice Mail and the Custom Calling features that are priced on a per call basis; and
- Unlimited intraLATA or interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.4 Local Bundle XII (United Unlimited Plus Plan)*

- A. Local Bundle XII (United Unlimited Plus Plan) includes the following services:
- Unlimited local voice and intraLATA voice calling;
 - Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling Features that are priced on a per call basis; and
 - Unlimited interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.5 Talk Unlimited Nationwide Plan*

A. Talk Unlimited Nationwide Plan includes the following services:

- A bundle of a local/long distance services which includes unlimited local voice usage, unlimited intraLATA voice usage, and unlimited interLATA (intrastate and interstate) long distance voice usage;
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis; and
- Voice mail.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.6 Bonus Line for Residential Bundled Plans*

- A. The Bonus Line for Residential Bundled Plans is available to residential customers only who are subscribed to a Residential Bundled Local Service offering for one or more telephone lines, unless the Bundled Local Service offering specifically prohibits customers from subscribing to the Bonus Line. Customer must remain a subscriber to a Residential

Bundled Local Service for one or more lines in order to stay subscribed to this service for any additional lines. The Bonus Line for Residential Bundled Plans offering is part of a bundled local and long distance service, and all lines subscribed to this service must remain presubscribed to the Company's interLATA and intraLATA long distance service in order to qualify for the services and rates included in this Plan.

The Bonus Line offering includes the following services:

- Dial Tone;
- Unlimited local voice usage;
- Features are available and charged on an individual basis, subject to availability;
- Travel Card; and
- Up to 1000 minutes per line per month of free intraLATA and/or interLATA long distance voice usage when call is placed to any other (either business or residential) Customer who also subscribes to bundled local services from the Company.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.7 Maryland 200 Plan*

- A. The Maryland 200 Plan is available to residential Customers only. The Maryland 200 Plan includes the following services:
- Unlimited local voice calling;
 - Four free Custom Calling and/or CLASS features (subject to availability), excluding Voice Mail and the Custom Calling features that are priced on a per call basis. Additional features and Voice Mail are available for an additional fee;
 - Unlimited intraLATA and interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company; and
 - Two hundred (200) combined minutes of intraLATA, interLATA and interstate long distance usage to end-users who are not subscribed to Company's bundled local service.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.8 Talk America Value Plan*

A. Description and Limitations

The Talk America Value Plan is a flexible package-based bundled calling plan available only to residential customers. This plan offers unlimited local voice calling for a flat monthly fee as well as optional feature packages, domestic long distance packages, and Internet access packages from which the Customer may select. Customers who subscribe to the Talk America Value Plan must purchase, at a minimum, the Local Service Package and one of the Domestic Toll Packages available under the plan. The usage restrictions set forth in Section 3.1.2.1 apply to this plan. Customers who subscribe to the Talk America Value Plan are not eligible to purchase the Residential Bonus Line for Bundled Plans for any additional lines subscribed to the Company.

B. Non-Recurring Charges

Non-recurring service charges, as set forth in Section 4 of this Price Guide, apply.

C. Local Service Package

The Local Service Package provides unlimited local voice calling within the Customer's local calling area.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.8 Talk America Value Plan*, (Cont'd.)

D. Feature Packages

Customers who subscribe to the Talk America Value Plan may select from three optional calling feature pricing packages, as described below:

1. Individual Feature Pricing

Customers who select this option may purchase each calling feature individually at the rates set forth in Section 4. Features are subject to availability in the Customer's calling area.

2. Standard Feature Package

The Standard Feature Package provides five (5) specific calling features for a flat monthly recurring charge per line. The Customer may purchase additional calling features separately at the rates set forth in Section 2.

Features included in the Standard Feature package (subject to availability in the Customer's area) are listed below:

Caller ID	Call Waiting
Custom Toll Restriction**	3-Way Calling
Speed Dial 8	

**Custom Toll Restriction will be provisioned on a Customer's line only if it is already provisioned on the line at the time the Customer subscribes to the Talk America Value Plan or when the Customer specifically requests this feature.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.8 Talk America Value Plan*, (Cont'd.)

D. Domestic Toll Packages

Customers who subscribe to the Talk America Value Plan must select from among three alternative domestic toll pricing packages, as described below.

1. Pay Per Use Toll Pricing

Customers who select this long distance pricing option will be billed on a usage basis for all long distance usage. Customers who select this option will receive free long distance member-to-member calling, to all customers who subscribe to a Company bundle local service calling plan.

2. Statewide Toll Package

The Statewide Toll Package provides unlimited intrastate long distance calling for a fixed monthly recurring charge per line. Customers who select this option will receive free long distance member-to-member calling, to all customers who subscribe to a Company bundle local service calling plan.

3. Nationwide Toll Package

The Nationwide Toll Package provides unlimited intrastate and interstate long distance calling for a fixed monthly recurring charge per line.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.9 Talk America Saves Value Plan*

A. Description and Limitations

The Talk America Saves Value Plan is a flexible package-based bundled calling plan available only to residential Customers who subscribe to an existing Company local service calling plan and who are offered the Talk America Saves Value Plan in response to a competitive offer, in order to retain the Customer on the Company's local service. The plan is not available to new customers not previously subscribed to a Company local service calling plan.

This plan offers unlimited local voice calling for a flat monthly fee as well as optional feature packages, domestic long distance packages, and Internet access packages from which the Customer may select.

Separate monthly and/or usage rates apply to these packages, as set forth below. Customers who subscribe to the Talk America Saves Value Plan must purchase, at a minimum, the Local Service Package and one of the Domestic Toll Packages available under the plan. The usage restrictions set forth in Section 3.1.2.1 apply to this plan.

Customers who subscribe to the Talk America Saves Value Plan are not eligible to purchase the Residential Bonus Line for Bundled for any additional lines subscribed to the Company.

B. Non-Recurring Charges

Non-recurring service charges, as set forth in Section 4 of this Price Guide, apply.

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

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.9 Talk America Saves Value Plan*, (Cont'd.)

C. Local Service Package

The Local Service Package provides unlimited local voice calling within the Customer's local calling area.

D. Feature Packages

Customers who subscribe to the Talk America Saves Value Plan may select from three optional calling feature pricing packages, as described below:

1. Individual Feature Pricing

Customers who select this option may purchase each calling feature individually at the rates set forth in Section 2. Features are subject to availability in the Customer's calling area.

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

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.9 Talk America Saves Value Plan*, (Cont'd.)

D. Feature Packages, (Cont'd.)

2. Standard Feature Package

The Standard Feature Package provides five (5) specific calling features for a flat monthly recurring charge per line. The Customer may purchase additional calling features separately at the rates set forth in Section 2.

Features included in the Standard Feature package (subject to availability in the Customer's area) are listed below:

Caller ID	Call Waiting
Custom Toll Restriction**	3-Way Calling
Speed Dial 8	

**Custom Toll Restriction will be provisioned on a Customer's line only if it is already provisioned on the line at the time the Customer subscribes to the Talk America Value Plan or when the Customer specifically requests this feature.

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

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.9 Talk America Saves Value Plan*, (Cont'd.)

E. Domestic Toll Packages

Customers who subscribe to the Talk America Saves Value Plan must select from among three alternative domestic toll pricing packages, as described below.

1. Pay Per Use Toll Pricing

Customers who select this long distance pricing option will be billed on a usage basis for all long distance usage. Customers who select this option will receive free long distance member-to-member calling, to all customers who subscribe to a Company bundle local service calling plan.

2. Statewide Toll Package

The Statewide Toll Package provides unlimited intrastate long distance calling for a fixed monthly recurring charge per line. Customers who select this option will receive free long distance member-to-member calling, to all customers who subscribe to a Company bundle local service calling plan.

3. Nationwide Toll Package

The Nationwide Toll Package provides unlimited intrastate and interstate long distance calling for a fixed monthly recurring charge per line.

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

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.10 Basic Local Bundle Plan*

A. Description and Limitations

The Basic Local Bundle Plan is a bundled calling plan available to residential Customers who reside in a Company off-net service area. To be eligible for this Plan, the Customer must select the Company as its presubscribed long distance carrier for intraLATA and interLATA long distance calling.

This plan offers unlimited local voice calling for a flat monthly fee. Calling features are available at the rates set forth in Section 2. Long distance services are priced on a usage-sensitive basis. The usage restrictions set forth in Section 3.1.2 apply to this plan.

B. Non-Recurring Charges

Non-recurring service charges, as set forth in Section 4 of this Price Guide, apply.

*Effective February 1, 2006, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.11 Talk America Customer Value Plan*

A. Description and Limitations

The Talk America Customer Value Plan is a flexible package-based bundled calling retention plan available only to off-net residential customers served under a different Company bundled plan. This plan offers unlimited local voice calling for a flat monthly fee as well as optional feature packages, domestic long distance packages, and Internet access packages from which the Customer may select. Separate monthly and/or usage rates apply to these packages.

Customers who subscribe to the Talk America Customer Value Plan must purchase, at a minimum, the Local Service Package and one of the Domestic Toll Packages available under the plan. The usage restrictions set forth in Section 3.1.2.1 apply to this plan. Customers who subscribe to the Talk America Customer Value Plan are not eligible to purchase the Residential Bonus Line for Bundled Plans.

B. Non-Recurring Charges

Non-recurring service charges, as set forth in Section 4 of this Price Guide, apply.

C. Local Service Package

The Local Service Package provides unlimited local voice calling within the Customer's local calling area.

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

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.11 Talk America Customer Value Plan*, (Cont'd.)

D. Feature Packages

Customers who subscribe to the Talk America Customer Value Plan may select from two optional calling feature pricing packages, as described below:

1. Individual Feature Pricing

Customers who select this option may purchase each calling feature individually at the rates set forth in Section 4. Features are subject to availability in the Customer's calling area.

2. Standard Feature Package

The Standard Feature Package provides seven (7) specific calling features for a flat monthly recurring charge per line. The Customer may purchase additional calling features separately at the rates set forth in Section 2.

Features included in the Standard Feature package (subject to availability in the Customer's area) are listed below:

Caller ID	Call Waiting
Custom Toll Restriction**	3-Way Calling
Call Return	Repeat Dialing
Speed Dial 8	

**Custom Toll Restriction will be provisioned on a Customer's line only if it is already provisioned on the line at the time the Customer subscribes to the Talk America Value Plan or when the Customer specifically requests this feature.

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

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.2 Residential Bundled Local Service, (Cont'd.)

3.1.2.11 Talk America Customer Value Plan*, (Cont'd.)

E. Domestic Toll Packages

Customers who subscribe to the Talk America Customer Value Plan must select from among three alternative domestic toll pricing packages, as described below.

1. Pay Per Use Toll Pricing

Customers who select this long distance pricing option will be billed on a usage basis for all long distance usage. Customers who select this option will receive free long distance member-to-member calling, to all customers who subscribe to a Company bundle local service calling plan.

2. Statewide Toll Package

The Statewide Toll Package provides unlimited intrastate long distance calling for a fixed monthly recurring charge per line. Customers who select this option will receive free long distance member-to-member calling, to all customers who subscribe to a Company bundle local service calling plan.

3. Nationwide Toll Package

The Nationwide Toll Package provides unlimited intrastate and interstate long distance calling for a fixed monthly recurring charge per line.

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

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICES, (CONT'D.)**3.1 Network Switched Services, (Cont'd.)****3.1.3 Business Bundled Service****3.1.3.1 General**

- A. The Company offers basic local exchange service as part of a bundle or package of telecommunications services to its business Customers. Company's business services which are billed on a flat rate basis are available only for standard business voice use, and may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling methods and/or for data transmission. In the event the Company reasonably determines that the Customer usage is outside the terms of its service, it may terminate the service or apply a surcharge to all usage outside the terms of service, after due notice to the Customer. The surcharge for Business Bundle Plan No. 1 will be \$0.01/minute for each additional local minute and \$0.05/minute for each additional intraLATA minute. The surcharge for Talk America Strictly Business Plan will be \$0.01/minute for each additional local minute. The surcharge for the Talk Unlimited Nationwide Business Plan will be \$.01/minute for each additional local minute and \$.05/minute for each additional intraLATA or interLATA minute.

B. Additional Lines

Bundled Service Customers may purchase multiple lines or additional lines to existing services, up to a total of ten (10) lines. The bundled rates below apply to the primary line. Each additional line will be billed at the rate specified for additional lines in the Local Bundle Packages below.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.3 Business Bundled Service, (Cont'd.)

3.1.3.2 Talk America Strictly Business Plan*

The Talk America Strictly Business Plan is available to business Customers only. The Talk America Strictly Business Plan provides unlimited local usage, most features and long distance. The monthly service fee is billed in advance. For long distance billing purposes calls will be billed in six (6) second increments, with a one (1) minute minimum.

A. The Talk America Strictly Business Plan includes the following services:

- Dial Tone;
- Unlimited local voice service usage;
- Custom Calling and Class Features, subject to availability (excluding features that are price on a per call basis);
- Travel Card;
- Member to member calling from all lines, limited to 1000 free intraLATA, interLATA, and interstate minutes per month per line on all lines (available only on lines with Company long distance service and limited to Company "Bundle" Customers); and
- Voice Mail is available to Talk America Strictly Business Plan customers for an additional monthly charge.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.3 Business Bundled Service, (Cont'd.)

3.1.3.3 Business Bundle Plan No. 1*

The Business Bundle Plan No. 1 is available to business Customers only. The Business Bundle Plan provides unlimited local and intraLATA voice calls, most features and optional long distance. Monthly service is billed in advance. For long distance billing purposes calls will be billed in six (6) second increments, with a one (1) minute minimum.

A. The Business Bundle Plan includes the following services:

- Dial Tone;
- Unlimited local voice usage;
- Unlimited intraLATA voice usage;
- Custom Calling and Class Features, subject to availability (excluding features that are price on a per call basis);
- Voice Mail;
- Travel Card;
- Member to member calling from all lines, limited to 1000 free minutes per month per line on all lines (available only on lines with Company long distance service and limited to Company "Bundle" Customers)

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.3 Business Bundled Local Service, (Cont'd.)

3.1.3.4 Talk Unlimited Nationwide Business Plan*

- A. Talk Unlimited Nationwide Business Plan is available only to business customers as part of a bundle or package of services. It includes the following:
- Unlimited local, intraLATA, interLATA, and interstate long distance voice usage;
 - Unlimited voice calling to Canada and Puerto Rico;
 - Unlimited Custom Calling and/or CLASS features (subject to availability), but not the Custom Calling features that are priced on a per call basis; and
 - Voice mail.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.3 Business Bundled Local Service, (Cont'd.)

3.1.3.5 Bonus Line for Business Bundled Plans*

A. The Bonus Line for Business Bundled Plans is available to business customer's only who are subscribed to a Business Bundled Local Service offering for one or more telephone lines. Customer must remain a subscriber to a Business Bundled Local Service for one or more lines in order to stay subscribed to this service for any additional lines. The Bonus Line for Business Bundled Plans offering is part of a bundled local and long distance service, and all lines subscribed to this service must remain presubscribed to the Company's interLATA and intraLATA long distance service in order to qualify for the services and rates included in this Plan.

- The Basic Line offering includes the following services:
- Dial Tone;
- Unlimited local voice usage;
- Features are available and charged on an individual basis, subject to availability; (see Section 4 for rates);
- Travel Card; and
- Free Member-to-member calling, limited to 1000 minutes per line per month of intraLATA and/or interLATA long distance voice usage when call is placed to any other (either business or residential) Customer who also subscribes to bundled local services from the Company.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.3 Business Bundled Local Service, (Cont'd.)

3.1.3.6 Basic Business Bundle Plan*

A. The Basic Business Bundle Plan includes the following services:

- 1500 minutes of local calling, per line, per month (calls in excess of the allowance are \$0.01 per minute);
- three Custom Calling or CLASS features (subject to availability) excluding Voice Mail and the Custom Calling features that are priced on a per call basis (additional features may be purchased individually); and
- 1000 minutes of local, intraLATA and interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.1 Network Switched Services, (Cont'd.)

3.1.4 Residential Message Rate Service*

3.1.4.1 General

The Company offers Residential Message Rate Service for use twenty-four hours a day, seven days a week, unless otherwise specified in this Price Guide. The Company's Residential Message Rate Service is available only for residential voice use, and may not be used for other purposes, including but not limited to, placing calls using automatic dialing devices, for data transmission, or in conjunction with the operation of a business. Message Rate Service may not be combined at the same location with measured or flat-rated (unlimited use) services. Message Rate Service includes dial tone and usage within the local calling area.

3.1.4.2 End-User Common Line (EUCL) Recovery Charge

A monthly recurring charge applies to recovery of End User Common Line charges pursuant to the Company's Federal Rate Schedules.

3.1.4.3 Additional Lines

Residential Message Rate Service Line Customers may purchase multiple message rate lines to existing service, up to a total of ten (10) lines.

*Effective March 20, 2005, this service is grandfathered and available only to existing Customers at existing locations.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.2 Optional Calling Features**

The features listed in this Section are made available on an individual basis, as part of multiple feature packages or as part of a bundled service. Service availability may vary between On-Net and Off-Net Customers. Refer to rates in Section 4 of this Price Guide for specific A La Carte features offered with each type of local exchange service.

3.2.1 Feature Descriptions

Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

Call Forwarding - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

Selective Call Forwarding: A Service that allows forwarding of incoming calls to up to six specific telephone numbers.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.2 Optional Calling Features, (Cont'd.)****3.2.1 Feature Descriptions, (Cont'd.)**

Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances. Call Return Block is available upon the Customer's request.

Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

Call Waiting: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

Caller ID - Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.2 Optional Calling Features, (Cont'd.)****3.2.1 Feature Descriptions, (Cont'd.)**

Caller ID Manager With Name: This service allows a Customer who is engaged in a telephone call to receive Caller ID information for a new incoming call, and to handle the call in a variety of ways. The options vary based on the services to which the customer subscribes.

Caller ID with Name:: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

Calling Number Delivery Blocking: Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call.

Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers;
- Calls to 900 Service numbers;
- Calls preceded by an interexchange carrier access code;
- International Direct Distance Dialed calls;
- Calls to Directory Assistance; and
- Calls to 911

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.2 Optional Calling Features, (Cont'd.)****3.2.1 Feature Descriptions, (Cont'd.)**

Remote Access Call Forwarding: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to: 1) dial a special access number 2) enter their seven-digit telephone number, and 3) enter a personal identification number prior to forwarding their calls.

Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

Internet Call Waiting: Allows the Customer to manage incoming calls while logged on to the Internet. When a Customer is on the Internet and receives a call, a small window pops up on the computer screen with the name and number of the caller and four disposition options for the call. The options are as follows:

- Accept the call;
- Send the call to voice mail;
- Place the call on hold;
- Forward the call;
- Ignore the call / time-out.

Busy Call Forward: Allows calls attempting to terminate on a busy station to be forwarded to another station. The number of calls that may be forward is limited by the number of available lines at the destination.

Distinctive Ring: Allows the Customer to add an additional directory number to the same telephone line. Calls are identified by a distinctive ring.

Custom Toll Restriction: Allows the Customer to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.2 Optional Calling Features, (Cont'd.)

3.2.2 Nonrecurring Feature Installation Charge

A nonrecurring feature installation charge applies in addition to all other service order charges when optional calling features are added subsequent to installation of the associated line.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.3 Directory Listings

3.3.1 General

One listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to use the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on directory assistance records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party.

3.3.2 Free Listings

The following listings are provided at no additional charge to the Customer:

- one listing for each individual line service, auxiliary line or PBX system.

3.3.3 Additional Listings

Rates and charges in Section 4 apply to additional listings requested by the Customer over and above those free listings provided for in Section 3.3.2.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.3 Directory Listings, (Cont'd.)

3.3.4 Non-Published Service

3.3.4.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

3.3.4.2 Regulations

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

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

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

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

3.3.4.3 Rates and Charges

There is a monthly charge for each non-published service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.3 Directory Listings, (Cont'd.)

3.3.5 Non-Listed Service

3.3.5.1 General

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

3.3.5.2 Regulations

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

The Company will complete calls to a non-listed number.

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

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

3.3.5.3 Rates and Charges

There is a monthly charge for each non-listed service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.4 Directory Assistance Services****3.4.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

3.4.2 Directory Assistance Call Completion

When the Customer elects to have the Company automatically place the call to the requested number, a Directory Assistance with Call Completion Charge applies in addition to the Directory Assistance Charge, and in addition to all other applicable charges. When multiple telephone numbers are requested, only the last call can be completed. The applicable usage charge is the rate shown below.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.5 Operator Services

3.5.1 General

Operator handled calling services are provided to Customers and Users of Company-provided exchange access services, and to Customers and Users of exchange access lines.

3.5.2 Definitions

Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station Card: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.2 Definitions, (Cont'd.)

Operated Dialed Surcharge: Station-to-Station operator assisted or Person-to-Person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number. Operator Dialed Surcharge is in addition to any applicable Billing Surcharge. The following Operator Assisted Local Calls are exempted from the service charge:

- Calls to designated Company numbers for official telephone business;
- Emergency calls to recognizable authorized civil agencies;
- Those cases where a Company operator provides assistance to:
 - Re-establish a call which has been interrupted after the calling number has been reached.
 - Reach the calling telephone number where facility problems prevent customer dial completion.
 - Place a sent-paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of his handicap.

3.5.3 Service Charges

Calls may be placed on an Operator Assisted basis. Service charges for Operator Assisted calls apply per call. These charges are in addition to, if any, usage rates.

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.6 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician

	<u>Business</u>	<u>Residential</u>
Initial 15 minute increment	\$28.00	\$25.00
Each Additional 15 minute increment	\$ 9.00	\$ 9.00

3.7 Restoration of Service

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

	<u>Business</u>	<u>Residential</u>
Per Occasion:		
First Line	\$50.00	\$50.00
Each Additional Line	\$50.00	\$ 0.00

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.8 Busy Line Verification and Line Interrupt Service

3.8.1 Busy Line Verify and Line Interrupt Service

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

- A. The operator will determine if the line is clear or in use and report to the calling party.
- B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- C. A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- D. No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- E. Business Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- F. The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES

4.1 Nonrecurring Charges

The following nonrecurring service charges may apply.

	<u>Business</u>	<u>Residential</u>
Line Installation / Move / Add		
First Line	\$55.00	\$55.00
Each Additional Line, Same Order	\$55.00	\$55.00
Line Change Charge		
First Line	\$25.00	\$25.00
Each Additional Line, Same Order	\$25.00	\$25.00
Line Disconnect Charge	\$10.00	\$10.00
Voice Mail Connection Charge, Per Line	\$20.00	\$20.00

4.2 Network Switched Services

4.2.1 Local Bundle X (United 1000 Plan)

A. Per Minute Rate

	<u>Per Minute</u>
Calling in excess of the 1000 minute allowance Local	\$0.01

B. Monthly Recurring Charge, per line

1. Initial Line

	<u>Per Month</u>
Zone 1	\$31.95
Zone 2	\$31.95
Zone 3	\$38.95
Zone 4	\$51.95

2. Each Additional Line

	<u>Per Month</u>
Zone 1	\$31.95
Zone 2	\$31.95
Zone 3	\$38.95
Zone 4	\$51.95

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.2 Network Switched Services, (Cont'd)

4.2.2 Local Bundle XI (United Unlimited Plan)

A. Monthly Recurring Charge, per line

1. Initial Line

	<u>Per Month</u>
Zone 1	\$37.95
Zone 2	\$37.95
Zone 3	\$42.95
Zone 4	\$57.95

2. Each Additional Line

	<u>Per Month</u>
Zone 1	\$37.95
Zone 2	\$37.95
Zone 3	\$42.95
Zone 4	\$57.95

4.2.3 Local Bundle XII (United Unlimited Plus Plan)

A. Monthly Recurring Charge, per line

1. Initial Line

	<u>Per Month</u>
Zone 1	\$45.95
Zone 2	\$45.95
Zone 3	\$52.95
Zone 4	\$66.95

2. Each Additional Line

	<u>Per Month</u>
Zone 1	\$45.95
Zone 2	\$45.95
Zone 3	\$52.95
Zone 4	\$59.95

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.2 Network Switched Services, (Cont'd)

4.2.4 Talk Unlimited Nationwide Plan

A. Monthly Recurring Charge, per line

1. Initial Line

	<u>Per Month</u>
Zone 1	\$55.95
Zone 2	\$55.95
Zone 3	\$62.95
Zone 4	\$77.95

2. Each Additional Line

	<u>Per Month</u>
Zone 1	\$55.95
Zone 2	\$55.95
Zone 3	\$62.95
Zone 4	\$77.95

4.2.5 Bonus Line for Residential Bundled Plans

A. Monthly Recurring Charge, per line

1. Per Line

	<u>Per Month</u>
Zone 1	\$26.95
Zone 2	\$26.95
Zone 3	\$32.95
Zone 4	\$45.95

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.2 Network Switched Services, (Cont'd)

4.2.6 Maryland 200 Plan

A. Monthly Recurring Charge, per line

1. Each Initial Line

	<u>Per Month</u>
Zone 1	\$47.95
Zone 2	\$47.95
Zone 3	\$55.95
Zone 4	\$67.95

2. Each Additional Line

	<u>Per Month</u>
Zone 1	\$47.95
Zone 2	\$47.95
Zone 3	\$55.95
Zone 4	\$67.95

4.2.7 Talk America Value Plan

A. Local Service Package

Monthly Recurring Charge, per line

	<u>Per Month</u>
Zone 1	\$40.95
Zone 2	\$40.95
Zone 3	\$45.95
Zone 4	\$60.95

B. Feature Packages

Monthly Recurring Charge, per line

	<u>Per Month</u>
Zone 1	\$5.00
Zone 2	\$5.00
Zone 3	\$5.00
Zone 4	\$5.00

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.2 Network Switched Services, (Cont'd)

4.2.8 Talk America Saves Value Plan

A. Local Service Package

Monthly Recurring Charge, per line

	<u>Per Month</u>
Zone 1	\$36.95
Zone 2	\$36.95
Zone 3	\$41.95
Zone 4	\$56.95

B. Feature Packages

Monthly Recurring Charge, per line:

	<u>Per Month</u>
Zone 1	\$5.00
Zone 2	\$5.00
Zone 3	\$5.00

4.2.9 Basic Local Bundle Plan

A. Monthly Recurring Charge, per line

	<u>Per Month</u>
Zone 1	\$42.95
Zone 2	\$42.95
Zone 3	\$42.95
Zone 4	\$42.95

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.2 Network Switched Services, (Cont'd)

4.2.10 Talk America Customer Value Plan

A. Monthly Recurring Charge, per line

	<u>Per Month</u>
Zone 1	\$26.95
Zone 2	\$26.95
Zone 3	\$26.95

B. Feature Packages

Monthly Recurring Charge, per line

	<u>Per Month</u>
Zone 1	\$7.00
Zone 2	\$7.00
Zone 3	\$7.00

4.2.11 Talk America Strictly Business Plan

A. Monthly Recurring Charge, per line

1. Initial Line

		<u>Per Month</u>
Per Line:	Zone 1:	\$37.95
	Zone 2:	\$37.95
	Zone 3:	\$42.95
	Zone 4:	\$57.95

2. Additional Lines

		<u>Per Month</u>
Per Line:	Zone 1:	\$33.00
	Zone 2:	\$33.00
	Zone 3:	\$38.00
	Zone 4:	\$53.00

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.2 Network Switched Services, (Cont'd)

4.2.12 Business Bundle Plan No. 1

A. Monthly Recurring Charge, per line

1. Initial Line

	<u>Per Month</u>
Zone 1	\$45.95
Zone 2	\$45.95
Zone 3	\$52.95
Zone 4	\$66.95

2. Additional Lines, Per Line

	<u>Per Month</u>
Zone 1:	\$41.00
Zone 2:	\$41.00
Zone 3:	\$48.00
Zone 4:	\$62.00

4.2.13 Talk Unlimited Nationwide Business Plan

A. Monthly Recurring Charge, per line

1. Initial Line

	<u>Per Month</u>
Zone 1:	\$55.95
Zone 2:	\$55.95
Zone 3:	\$62.95
Zone 4:	\$77.95

2. Additional Lines, Per Line

	<u>Per Month</u>
Zone 1:	\$51.00
Zone 2:	\$51.00
Zone 3:	\$58.00
Zone 4:	\$73.00

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.2 Network Switched Services, (Cont'd)

4.2.14 Bonus Line for Business Bundled Plans

A. Monthly Recurring Charge, per line

	<u>Per Month</u>
Zone 1:	\$26.95
Zone 2:	\$26.95
Zone 3:	\$32.95
Zone 4:	\$44.95

4.2.15 Basic Business Bundle Plan

A. Monthly Recurring Charge, per line

	<u>Per Month</u>
Zone 1	\$32.95
Zone 2	\$32.95
Zone 3	\$39.95
Zone 4	\$52.95

4.2.16 Residential Message Rate Service

A. Monthly Recurring Charges, per line

	<u>Per Month</u>
Zone 1	\$31.95
Zone 2	\$31.95
Zone 3	\$39.95
Zone 4	\$44.95

B. Usage Charges

Per Local Message	\$0.20
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LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.3 Optional Calling Features

A. Monthly Recurring Charges

	<u>Per Month</u>
Call Waiting	\$3.45
Caller ID	\$5.45
Caller ID with Name	\$6.95
Call Waiting with ID and Name	\$5.45
Internet Call Waiting	\$4.95
Call Forwarding	\$2.45
Ring no answer Call Forward	\$3.95
Busy Call Forward	\$3.95
Call Forward Remote Access	\$4.95
Selective Call Forwarding	\$4.00
3-Way Calling	\$2.45
3-Way Calling with Call Transfer	\$3.45
Call Return	\$2.95
Call Return Block	\$3.45
Speed Dialing 30	\$2.45
Speed Dialing 8	\$1.45
Repeat Dialing	\$1.45
Anonymous Call Rejection	\$2.45
Call Trace	\$3.45
Call Block	\$3.45
900/976 Block	\$0.00
Privacy Director	\$3.95
Distinctive Ring I	\$3.45
Distinctive Ring II	\$3.45
Custom Toll Restriction	\$1.45
Voice Mail	\$5.95

B. Per Call Features

The following features are available to business and residential Customers on a per call basis. Charges are assessed on a per call basis when the feature is used.

	<u>Per Call</u>
Return Call (*69)	\$0.75
Busy Dial (*66)	\$0.75
3-Way Call	\$0.75

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.3 Optional Calling Features, (Cont'd.)

4.3.1 Talk America Value Plan Optional Calling Features

The following Optional Calling Features are available to Customers who subscribe to the Talk America Value Plan. Customers who select Individual Feature Pricing under the Talk America Value Plan may purchase individual features at the rates set forth in Column A below. Customers who select the Standard Feature Package may purchase additional features at the rates set forth in Column B below. Nonrecurring Feature installation charge applies to calling feature changes or additions.

Monthly Recurring Charge, per line, per feature:

Feature	Individual Feature <u>Package (A)</u>	Standard Feature <u>Package (B)</u>
Call Waiting	\$4.00	Included
Caller ID	\$4.00	Included
Caller ID with Name	\$5.00	\$1.00
Call Waiting with ID and Name	\$5.00	\$1.00
Internet Call Waiting	\$4.00	\$0.00
Remote Call Forward	\$4.00	\$0.00
Ring No Answer Call Forward	\$4.00	\$0.00
Busy Call Forward	\$4.00	\$0.00
Call Forward Remote Access	\$4.00	\$0.00
3-Way Calling	\$4.00	Included
3-Way Calling with Call Transfer	\$4.00	\$0.00
Call Return	\$4.00	\$0.00
Call Return Block	\$4.00	\$0.00
Speed Dialing 30	\$5.00	\$0.00
Speed Dialing 8	\$4.00	Included
Repeat Dialing	\$4.00	\$0.00
Anonymous Call Rejection	\$4.00	\$4.00
Call Block	\$4.00	\$0.00
900/976 Block	\$0.00	\$0.00
Privacy Director/Mgr	\$5.00	\$5.00
Distinctive Ringing I	\$4.00	\$0.00
Distinctive Ringing II	\$5.00	\$0.00
Ringmaster I	\$4.00	\$0.00
Ringmaster II	\$5.00	\$0.00
Custom Toll Restriction	\$2.00	Included

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.4 Directory Listings

4.4.1 Additional Listings

	<u>Business</u>	<u>Residential</u>
Additional Listing, per listing	\$3.95	\$3.95
Nonrecurring charge:	\$20.00	\$20.00

4.4.2 Non-Published Service

	<u>Business</u>	<u>Residence</u>
Non-published service charge, per month:	\$5.95	\$5.95

4.4.3 Non-Listed Service

	<u>Business</u>	<u>Residence</u>
Non-listed service charge, per month:	\$3.95	\$3.95

4.5 Directory Assistance Services

4.5.1 Directory Assistance

Each Local Directory Assistance Call	\$1.50
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4.5.2 Directory Assistance Call Completion

Directory Assistance Call Completion, Per Call	\$1.95
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4.6 Local Operator Services

Local Operator Service Charges

	<u>Per Call</u>
Station-to-Station Card	\$0.60
Operator Calling Card	\$2.00
3rd Number Billing	\$2.95
Collect Calls	\$2.95
Person to Person	\$3.00

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.7 Maintenance Visit Charges

Duration of time, per technician

	<u>Business</u>	<u>Residential</u>
Initial 15 minute increment	\$28.00	\$25.00
Each Additional 15 minute increment	\$ 9.00	\$ 9.00

4.8 Restoration of Service

	<u>Business</u>	<u>Residential</u>
Per Occasion:		
First Line	\$50.00	\$50.00
Each Additional Line	\$50.00	\$ 0.00

4.9 Busy Line Verification and Line Interrupt Service

	<u>Per Request</u>
Busy Line Verify Service	\$1.65
Busy Line Verify and Busy Line Interrupt Service	\$2.90

LOCAL EXCHANGE SERVICES

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 5.2.

LOCAL EXCHANGE SERVICES

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

5.2 Presubscription Charge Application

5.2.1 90-Day Initial Free Presubscription choice for Existing Users

Existing end users or Pay Telephone Service Providers may exercise an initial free presubscription choice, either by contacting the 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 Telephone Company.

Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

LOCAL EXCHANGE SERVICES

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

5.2 Presubscription Charge Application, (Cont'd.)

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.

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

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.
3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

LOCAL EXCHANGE SERVICES

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

5.2 Presubscription Charge Application, (Cont'd.)

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.

LOCAL EXCHANGE SERVICES

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:

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

LOCAL EXCHANGE SERVICES

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

- 5.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”), (Cont’d.)
- 5.3.2 Verification of Orders for Telemarketing, (Cont'd.)
- 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 date (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 (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.

LOCAL EXCHANGE SERVICES

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

5.4 PIC Switchback Options

5.4.1 Customer denies requesting change of ITP.

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

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

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

5.4.1.2 Instituting steps to obtain verification of orders submitted to the Company. In addition, the end user has the option of initiating a complaint to the FCC or the Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Maryland Public Service Commission, 16th Floor, 6 St. Paul Street, Baltimore, MD 21202, or by calling toll free on 1-800-492-0474 or by calling the office of External Relations on 410-767-8028.

5.4.2 Customer requests Switchback to Previous ITP PIC.

When the Telephone Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Telephone Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 5.7.2.

LOCAL EXCHANGE SERVICES

SECTION 5 – INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.5 IntraLATA Preferred Carrier Freeze Selection**

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

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

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

The customer owns the exclusive right to select the PIC freeze option on a per line basis, and may choose to unfreeze their PIC at any time in order to migrate from one carrier to another at any time. There is no reason a carrier may refuse to remove a PIC freeze from the line of a customer who has stated their intent to select a different carrier.

Marketing of PIC Freeze Option

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

LOCAL EXCHANGE SERVICES

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

5.6 Informational Notice to Customers

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

5.7 Rates and Charges

5.7.1 Charge for ITP Carrier Change \$ 10.00

5.7.2 Charge for Switchback Carrier Change \$ 10.00