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Tariff Schedule Applicable to  
**Intrastate Access Service**

Telecommunications Services Furnished by

**Broadview Networks, Inc.**

Between Points Within the State of Maryland

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of switched exchange access telecommunications Services provided by Broadview Networks, Inc. ("Company") within the State of Maryland. This Tariff is on file with the Maryland Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 800 Westchester Avenue, Suite N501, Rye Brook, NY 10573.

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Issued By:

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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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 CHECK SHEET

Sheets 1 through 26 inclusive of this tariff are effective as of the date shown at the bottom **(T)** of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>
1	Original
2	Original
3	Sixteenth Revised*
4	First Revised
5	First Revised
6	First Revised
6.1	Original
6.2	Original
7	Original
8	Original
9	Original
9.1	First Revised
9.2	First Revised
9.3	First Revised
9.4	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	First Revised
20.1	Original
21	Original
22	Original
23	Original
24	First Revised
25	Fourteenth Revised*
26	Original*

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(N)

## 1. GENERAL

### 1.1 Explanation of Symbols

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

### 1.2 Application of the Tariff

- 1.2.1 This Tariff applies to intrastate, switched exchange access Service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Broadview Networks, Inc. in the State of Maryland.
- 1.2.2 The Company's services are available to carrier customers.
- 1.2.3 The Company's service territory is the local exchange service area of Verizon Maryland.
- 1.2.4 The access services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services. Pursuant to the Report and Order issued by the Federal Communications Commission in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011), the Company may partner with a retail VoIP service provider to provide access services under this tariff.
- 1.2.5 Amounts paid by the customers of a Company Retail VoIP Service Provider Partner to the Retail VoIP Service Provider Partner shall, for purposes of this tariff, be deemed to be in part amounts paid to the Company for services provided pursuant to this tariff.

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1. GENERAL, Continued

1.3 Definitions

1.3.1 "Carrier," "Company" or "Utility" refers to **Broadview Networks, Inc.**

1.3.2 "Commission" means the Maryland Public Service Commission.

1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

1.3.4 "Customer" is any individual, person, firm, partnership, association, joint-stock company, trust, governmental entity, corporation or other entity that directly or indirectly orders access Service. A customer is deemed responsible for the payment of charges and compliance with the Company's regulations. An Interexchange Carrier is deemed a Customer of the Company if any of the Interexchange Carrier directly or indirectly sends traffic to or receives traffic from a central office code (NPA-NXX) assigned to the Company. The use of the Company's access Service constitutes an order for such Service and requires compliance with the obligates, rates, and charges as set forth in this Tariff, regardless of whether the Customer has affirmatively requested Service or has an executed Service order.

1.3.5 "Customer Designated Premises" is the Premises specified by the Customer for termination of Access Services.

(N)

(M)

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1. GENERAL, Continued

1.3 Definitions, Continued

- 1.3.6 “End User” is any customer of a telecommunications service or a VoIP Service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly. A Retail VoIP Service Provider Partner shall be deemed to be an End User if the Retail VoIP Service Provider Partner delivers originating or terminating traffic in volume to the Company at one or more aggregation points. A customer of a Retail VoIP Service Provider Partner shall be deemed to be an End User to the extent that the Company partners with the Retail VoIP Service Provider Partner serving that customer to provide Access Services under this tariff.
- 1.3.7 “End User Premises” is the physical location specified by Customer or an End User for the origination or termination of Access Services, or in the event that a Retail VoIP Service Provider Partner is the End User, the point(s) at which the Retail VoIP Service Provider Partner delivers aggregated traffic to the Company.
- 1.3.8 “FCC USF/ICC Order” is the Report and Order issued by the Federal Communications Commission in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011).
- 1.3.9 “Interstate Communications” is any communications that crosses over a state boundary, whether telecommunications service or VoIP Service. Interstate Communications includes interstate and international communications.
- 1.3.10 “Intrastate Communications” is any communication which originates and terminates within the same state, whether telecommunications service or VoIP Service.

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1. GENERAL, Continued

1.3 Definitions, Continued

- 1.3.11 "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. (M)
- 1.3.12 "Retail VoIP Service Provider Partner" is a retail provider of VoIP Service with whom the Company partners to provide Switched Access Service under this tariff. (N)
- 1.3.13 "Service" means any telecommunications service(s) provided by the Carrier under this tariff. (M)
- 1.3.14 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages. (M)
- 1.3.15 "VoIP-PSTN Traffic" is traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. (N)
- 1.3.16 "VoIP Service" is IP-enabled service. (M)



## 2 RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company undertakes to furnish Intrastate Switched Access Services in accordance with the terms and conditions set forth in this Tariff, subject to facility availability.

### 2.2 Obligations of the Customer

#### 2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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

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## 2. RULES AND REGULATIONS, Continued

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

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## 2 RULES AND REGULATIONS, Continued

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

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2 RULES AND REGULATIONS, Continued

2.2.6 Identification and Rating of Terminating Intrastate VoIP-PSTN Traffic

(C)

a. Scope

This section governs the identification of Terminating Intrastate VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the FCC USF/ICC Order. Specifically, this section establishes the method of separating such terminating traffic (referred to in this tariff as "Terminating Intrastate VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Terminating Intrastate VoIP-PSTN Traffic can be billed in accordance with the FCC USF/ICC Order.

b. Rating of Terminating Intrastate VoIP-PSTN Traffic

The Terminating Intrastate VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as specified in Tariff FCC #3.

c. Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of Terminating Intrastate VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU terminated by the Customer to an End User of the Company. The PVU will be derived and applied as follows:

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## 2 RULES AND REGULATIONS, Continued

### 2.2.6 Identification and Rating of Terminating Intrastate VoIP-PSTN Traffic, Continued

(C)

#### c. Calculation and Application of Percent-VoIP-Usage Factor, Continued

- (1) The Customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in the state that is sent to the Company and that originated in IP format. This PVU-C shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- (2) The Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total intrastate access MOU in the state that the Company terminates on its network in IP format. This PVU-B shall be based on information, such as the number of the Company's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- (3) The Company will use the PVU-C and PVU-B factors to calculate a PVU factor that represents the percentage of total intrastate access MOU exchanged between an End User and the Customer that is originated or terminated in IP format, and terminated at the Company's end. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-B factor times (1.0 minus the PVU-C factor).

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## 2 RULES AND REGULATIONS, Continued

### 2.2.6 Identification and Rating of Terminating Intrastate VoIP-PSTN Traffic, Continued

(C)

#### c. Calculation and Application of Percent-VoIP-Usage Factor, Continued

- (4) The Company will apply the PVU factor to the total intrastate access MOU terminated by the Customer to an End User of the Company to determine the number of relevant Terminating Intrastate VoIP-PSTN Traffic MOUs.

*Example 1:* The PVU-B is 10% and the PVU-C is 40%. The PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's terminating intrastate access MOU at its applicable tariffed interstate rates.

*Example 2:* The PVU-B is 10% and the PVU-C is 0%. The PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . The Company will bill 10% of the Customer's terminating intrastate access MOU at the Company's applicable tariffed interstate switched access rates.

*Example 3:* The PVU-C is 100%. No matter what the PVU-B factor is, the PVU is 100%. The Company will bill 100% of the Customer's terminating intrastate access MOU at the Company's applicable tariffed interstate switched access rates.

- (5) If the Customer does not furnish the Company with a PVU-C pursuant to the preceding paragraph 1, the Company will utilize a PVU equal to the PVU-B.

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**2** RULES AND REGULATIONS, Continued**2.2.6** Identification and Rating of VoIP-PSTN Traffic, Continued

(N)

**d.** Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factor is available and can be implemented, the Company will adjust the Customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, The Company will take the Customer-specified PVU-C into account retroactively to January 1, 2012, *provided that* the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B as specified in subsection 2.2.6.c(5), above.

**e.** PVU Factor Updates

The Customer may update the PVU-C factor quarterly using the method set forth in subsection 2.2.6.c(1), above. If Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

**f.** PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-C factor furnished to the Company and the Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-B factors.

## 2 RULES AND REGULATIONS, Continued

### 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 RULES AND REGULATIONS, Continued

2.3 Liability of the Company, Continued

2.3.3 Claims of Misuse of Service

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

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

## 2 RULES AND REGULATIONS, Continued

### 2.3 Liability of the Company, Continued

#### 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.

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## 2 RULES AND REGULATIONS, Continued

### 2.3 Liability of the Company, Continued

#### 2.3.6 Service at Outdoor Locations

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

#### 2.3.7 Warranties

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

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

2 RULES AND REGULATIONS, Continued

2.3 Liability of the Company, Continued

2.3.8 Limitation of Liability

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

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a 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 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 RULES AND REGULATIONS, Continued

### 2.4. Application for Service, Continued

#### 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 tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

## 2 RULES AND REGULATIONS, Continued

### 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 COMAR 20.45.04.05 through COMAR 20.45.04.07.
- 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.

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## 2 RULES AND REGULATIONS, Continued

### 2.6 Allowance for Interruptions in Service

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

### 2.7 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 tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

## 2 RULES AND REGULATIONS, Continued

### PROVISION OF SERVICE AND FACILITIES

#### 2.8 Unlawful Use of Service

2.8.1 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:

2.8.1.1 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

2.8.1.2 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.

2.8.2 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.



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**2 RULES AND REGULATIONS, Continued****2.9 Interference with or Impairment of Service**

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

**2.10 Telephone Solicitation by Use of Recorded Messages**

2.10.1 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.

**2.11 Overcharge/Undercharge**

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

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### 3 DESCRIPTION OF SERVICES

#### 3.1 Intrastate Switched Access Services

3.1.1. Switched Access Service, which is available to Customers for their use ...  
furnishing their services to End Users, provides a two-point communications  
path between a Customer Designated Premises and an End User Premises.  
It provides for the use of common terminating, switching and trunking  
facilities, and for the use of common subscriber plant of the Company.  
Switched Access Service provides for the ability to originate calls from a  
Premises to a Customer Designated Premises in the LATA where it is  
provided.

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Switched Access Service may be provided in conjunction with  
telecommunications service and/or VoIP Service.

The application of rates for Switched Access Service is described in Sections  
3.1.2 following. The rates for Switched Access Service described in Sections  
3.1.2 below are applicable to Switched Access Service provided in  
conjunction with telecommunications service and/or VoIP Service. Rates  
and charges for services other than Switched Access Service, e.g., a  
Customer interLATA toll message service, may also be applicable when  
Switched Access Service is used in conjunction with these other services.

In accordance with the FCC USF\ICC Order, for purposes of applying the  
rates for Switched Access Service described in Sections 3.1.2 below,  
functions performed by the Company and its Retail VoIP Service provider  
shall be deemed to be functions performed by the Company under this tariff.

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### 3 DESCRIPTION OF SERVICES, Continued

#### 3.1 Intrastate Switched Access Services, Continued

##### 3.1.1, Continued

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

Terminating Switched Access provides trunk side-equivalent access to the Company's Network end office switches for the Customer's use in originating and terminating communications.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side-equivalent access to the Company's Network end office switches in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with the prefix "800" or "8XX," where "X" is a number between 0 and 9.

Customer's or its End User's use of any Service shall constitute Customer's agreement to all of the terms and conditions of this Tariff. Services provided on an incidental basis (Incidental Services) are billed to Customer on a monthly basis in accordance with Customer's recorded usage for each Service and the corresponding rates contained in the Section 4.

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3 DESCRIPTION OF SERVICES, Continued

3.1 Intrastate Switched Access Services, Continued

3.1.2 Standard Rate Categories

The composite rate categories in this Section 3.1.2 apply to Intrastate Switched Access Service and include the following combined categories.

3.1.2.1. Rate Regulations

Common Line

The Common Line rate category establishes the charges related to the use of Company-provided End User common lines by Customers and end-users for intrastate access.

End Office Switching

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. This element includes the following rate categories:

3 DESCRIPTION OF SERVICES, Continued

3.1 Intrastate Switched Access Services, Continued

3.1.2 Standard Rate Categories, Continued

3.1.2.1 Rate Regulations, Continued

End Office Switching, Continued

Switched Transport

The Switched Transport rate category establishes the charges related to the provision by the Company’s Network of transmission and tandem switching functionality between the Customer designated premises and the End Office(s) where the Customer’s traffic is switched to originate or terminate the Customer’s communications. The Switched Transport rate category also includes the functionality of transport between an End Office or equivalent within Company’s Network that serves as host for a remote switching system or module.

“3<sup>rd</sup> Party” Switched Transport rates apply to terminating traffic that traverses a tandem switch that is not owned by the Company (the terminating carrier) or its affiliates. “End Office” Switched Transport rates apply to terminating traffic that traverses a tandem switch owned by the Company (the terminating carrier) or its affiliate.

(N)  
|  
|  
|  
|  
(N)

End Office Switching

The End Office switching rate category establishes the charges related to the use of those portions of the Company’s network that perform End Office switching functionality, the terminations in the End Office of End User lines and the termination of calls at intercept operators or recordings.

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3 DESCRIPTION OF SERVICES, Continued

3.1 Intrastate Switched Access Services, Continued

3.1.2 Other Rate Categories

3.1.2.1.Toll Free Data Base Access Service

Toll Free Data Base Access Service is a Service offering utilizing originating trunk side Switched Access Service. The Service provides for the forwarding of End User dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the switching. Toll Free Data Base Access Service is not available as an Incidental Service.

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### 3 DESCRIPTION OF SERVICES, Continued

#### 3.2. Individual Case Basis (“ICB”) Offerings

The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

#### 3.3 Reciprocal Compensation

Reciprocal Compensation for the transport and exchange of local traffic between the Company and Other Network Providers (“ONP”) (i.e., local exchange carriers, cellular companies) shall be provided pursuant to an interconnection agreement between the two parties. Where an interconnection agreement is not yet in place, the Company will accept and deliver the originating traffic from the end users of the ONP to the end users of the Company at a rate not to exceed the Verizon Maryland Inc., Reciprocal Compensation Traffic Tandem Rate. The Company agrees to compensate the ONP at the same rate for the originating traffic of its end users that are terminated on the ONP’s network.

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**4 RATES AND CHARGES****4.1 Switched Access Rate****4.1.1 Switched Access Service**

Per Access Minute	<u>Originating</u>		<u>Terminating</u>	(C)
	8YY	Non-8YY		
Tandem Switched Transport End Office				
- Tandem Transport, Fixed	*	\$0.000000	\$0.000000	(C)
- Tandem Transport, Per Mile	*	\$0.000002	\$0.000000	(C)
Tandem Switched Transport Third Party				
- Tandem Transport, Fixed	*	\$0.000000	\$0.000000	(C)
- Tandem Transport, Per Mile	*	\$0.000002	\$0.000002	(C)
Tandem Switching End Office	\$0.001000 (I)	\$0.001574	\$0.000000	(C)
Third Party	\$0.001000 (I)	\$0.001574	\$0.001574	(C)
Local Switching	\$0.002406	\$0.002406	\$0.000000	(C)
July 1, 2022 – June 30, 2023	\$0.001203 (R)			
On and after July 1, 2023	\$0.000000 (R)			
Shared End Office Trunk	\$0.001688	\$0.001688	\$0.000000	
July 1, 2022 – June 30, 2023	\$0.000844 (R)			
On and after July 1, 2023	\$0.000000 (R)			(C)
Composite Terminating End Office Charge (CTEOC)	N/A	N/A	\$0.000000	

\* Rate included in 8YY Tandem Switching rate.

(C)

*Some material previously located on this sheet is now located on Original Sheet 26*

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**RATES AND CHARGES**
**4.1 Switched Access Rate****4.1.2 Toll Free Data Base Access Service**

Per query

July 1, 2021 – June 30, 2022

\$0.004248 (R)

July 1, 2022 – June 30, 2023

\$0.002224 (R)

On and after July 1, 2023

\$0.000200 (R)

(M)

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(C)

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(C)

**4.2 Miscellaneous Services**

(M)

**4.2.1 Presubscription**

Authorized PIC Change

-Per Telephone Exchange Service

Line or Trunk, Manual

\$5.50

**4.3 ONP Reciprocal Compensation Rate**

Per Minute

\$0.002670

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*Some material now located on this sheet was previously located on 13<sup>th</sup> Revised Sheet 25.*

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