(D)

Tariff Schedule Applicable to

Facilities-based and Resold Local Exchange

Telecommunications Services Furnished by

First Communications, LLC

Between Points Within the State of Maryland

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

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 4th revised Page 14 cancels the 3rci 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 inclusive of this tariff are effective as of the date shown at the bottom 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.

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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 governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
 - 1.2.2 The Company's services are available to residential and business customers.
 - 1.2.3 The Company's service territory is consistent with Verizon Maryland Inc.'s tariff.

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1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to First Communications, LLC
- 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" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "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.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.8 "Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

The Company's rates are available twenty-four hours a day, seven days a week, three hundred and sixty-five days a year with no day or time-of-day restrictions or penalties unless set forth in individual service plan descriptions.

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2 RULES AND REGULATIONS

2.1 Undertaking of the Company

Company will offer local exchange service to residential and business subscribers. Service may be provided via the Company's facilities, resold facilities or a combination thereof.

- 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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- 2.2.1.5 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.
- 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.

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- 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.

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.

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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.

2.3.4 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.

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- 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, includina 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.

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2.3.7 Warranties

- 2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATON 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 warrantees 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 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 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.

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- 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 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.

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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 tariff.
- 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 arid facilities for which the advance payment is made on the customer's initial bill.

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

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

2.6 Customer Deposits

2.6.1 The Company does not collect customer deposits.

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

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

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

- 2.8.3 The Company provides the following toll free number (1-800-274-1015) 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.

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2.9 Allowance for Interruptions in Service

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

2.10 Taxes and Fees

- 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 Payment Charge

The Customer will be assessed a charge of \$25.00 for each check or other payment type submitted by the Customer to the Company that a bank or financial institution refuses to honor.

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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 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.

2.14 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.

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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 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.
 - 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.

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- 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 Reserved for future use.

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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

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- (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.

PROVISION OF SERVICE AND FACILITIES

- 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.

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2.16 Interference with or Impairment of Service

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

2.17 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.

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3 DESCRIPTION OF SERVICES

3.1 Trial Services

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

3.2 Promotional Offerings

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

3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 The 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 the 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.
- 3.4 Customized Pricing Arrangements ("CPAs") Offerings
 - 3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

Issued: June 26, 2015 Effective: August 26, 2015

4 RATES AND CHARGES

- 4.1 Calculation of Rates
 - 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
 - 4.1.2 Timing of calls begins when the call is answered at the called station.
 - 4.1.3 Unless specifically noted in an individual calling plan, there is no variation in call rates based on time of day or day of week.
- 4.2 Dial-Around Compensation Surcharge for Payphones*
 - 4.2.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:
 - A. Calling card service
 - B. Collect calls
 - C. Third party billed
 - D. Directory Assistance calls
 - E. Pre-paid card service
 - 4.2.2 The Surcharge does not apply to:
 - A. Calls paid for by inserting coins
 - B. Calls placed from stations other than public/semi-public payphones
 - C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
 - D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.
 - 4.2.3 The Dial Around Compensation Surcharge rate is \$0.25 per call.

*Toll services are not subject to Commission regulation.

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

4.3 Network Exchange Service

4.3.1 General

The Company offers basic local exchange service only as part of a bundle or package of telecommunications services. Packages may include local service, long distance service (interstate and intrastate toll)* and selected custom calling features or some combination thereof. Voice Mail may be available with some packages at an additional charge. The aforementioned services may only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company. The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

A. Primary Line

The initial residential local exchange access line per account.

B. Secondary Line

The second or additional residential local exchange access line, billed to the same address as the Primary Line.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

*Toll services are not subject to Commission regulation.

Issued: June 26, 2015 Effective: August 26, 2015

4.3.1 General, cont'd

The Company provides its Network Exchange Bundled Service via the use of the unbundled network elements ("UNEs") of the incumbent local exchange carrier(s) ("ILEC"). The rates for UNEs may vary depending on the ILEC and the UNE "zone" that a particular consumer is located within. These UNE zones (or similarly named designation) are on file with the Commission by the ILEC. Accordingly, the Company may charge different rates for the same service plan depending on which ILEC's UNE zone its consumer is located within. Where the Company offers the same plan at different rates depending on the UNE zone, it shall so designate the distinction in this Tariff. The Company concurs in the UNE zones of the ILEC presently on file with the Commission and in any subsequent modifications.

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

4.3.1 General, cont'd.

The features in this section may be provided as part of a service package or purchased a la carte by the subscriber, subject to availability.

Three Way Calling - Permits the Customer 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 Customer 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.

Speed Dialing (8) - This feature allows a user to dial selected numbers using one digits. Up to eight telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Speed Dialing (30) - This feature allows a user to dial selected numbers using two digits. Up to thirty telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Call Return - Call return stores the number of the most recent incoming call (including unanswered calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

Repeat Dialing automatically redials the last telephone number the Customer dialed in the Customer's local calling area. The system will keep retrying the number attempting to make the connection if the line is busy.

Anonymous Call Rejection (ACR) - allows a customer to reject calls from callers who have blocked the display of their telephone numbers from a Caller ID device. ACR discourages anonymous calls, since callers must allow their numbers to be displayed in order to reach you.

When a customer activates Anonymous Call Rejection, callers who have blocked the display of their numbers will hear an announcement telling them that the Customer are not accepting blocked calls. They will be instructed to hang up, unblock their number and dial again if they wish to reach you.

A customer will hear a confirmation announcement whenever the Customer activate or deactivate the Anonymous Call Rejection feature.

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

- 4.3 Network Exchange Service, Cont'd.
 - 4.3.1 General, cont'd.

Call Trace – allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the Customer can use this application to combat nuisance calls. This service may be ordered on a Monthly or per trace basis.

Call Forwarding Variable - Call Forwarding Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

Call Block - Provides ability to block up to a certain number of calls (telephone numbers) from reaching the subscriber.

Call Waiting – provides a short tone signal that tell the Customer when another person is trying to cal when the Customer is on the phone. The Customer has the option of putting one call on hold while handling the second call, or alternating between the two.

Call Waiting Deluxe – provides the Customer with Call Waiting, Caller Id and Call Waiting Id.

Caller ID - allows a Customer to see a caller's number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Caller ID with Name - allows a Customer to see a caller's name previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Issued: June 26, 2015 Effective: August 26, 2015

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4.3.1 General, cont'd.

Feature	Non-Re	curring Charge	Monthly Rate		
Three Way Calling Three Way Calling -	(Per Use)	\$0.75	\$1.95		
Speed Dial - 8	(/	, -	\$1.95		
Speed Dial - 30			\$2.95		
Call Return (*69)			\$2.95		
Call Return (*69)	(Per Use)	\$0.75			
Repeat Dialing (*66)			\$1.95		
Repeat Dialing (*66)	(Per Use)	\$0.75			
Anonymous Call Rejection			\$2.95		
Call Trace			\$1.00		
(when used with Call Trap & Trace Procedures)					
Call Forwarding Variable			\$1.95		
Call Block			\$2.95		
Call Waiting			\$4.95		
Call Waiting Deluxe			\$5.95		
Caller ID			\$4.95		
Caller ID with Name			\$5.95		

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

4.3.2 First Unlimited Service Plan

Monthly recurring rate in UNE Zones 1 & 2: \$39.95

Monthly recurring rate in UNE Zones 3 & 4: \$44.95

First Unlimited Service Plan includes the following:

- 1. Local Line and unlimited direct-dialed Local Exchange calling.
- 2. Unlimited direct-dialed Toll Calling* within the Continental US.
- 3. Custom Calling Features Package: Caller ID with Name, Call Waiting, Speed Dial (8), Call Waiting with Caller ID and Name
- 4. Additional calling features may be purchased on an a la carte basis, where available.

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

^{*}Toll services are not subject to Commission regulation.

4.3.3 First Choice Service Plan

Monthly recurring rate in UNE Zones 1 & 2: \$28.05

Monthly recurring rate in UNE Zones 3 & 4: \$33.95

First Choice Service Plan includes the following:

- 1. Local Line and unlimited direct-dialed Local Exchange calling.
- 2. Direct-dialed intrastate toll calls* for \$0.05 per minute.
- 3. Custom Calling Features Package: Caller ID with Name, Call Waiting, Call Waiting with Caller ID and Name.
- 4. Additional calling features may be purchased on an a la carte basis, where available.

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

^{*}Toll services are not subject to Commission regulation.

4.3.4 First Additional Line Plan

Monthly recurring rate in UNE Zones 1 & 2: \$21.95

Monthly recurring rate in UNE Zones 3 & 4: \$24.95

In order to subscribe to this plan, the subscriber must have one or more lines subscribed to "First Unlimited" or "First Choice" plans. In the event the subscriber cancels their "First Unlimited" or "First Choice" plan(s) so that the only remaining local service plan is their "Additional Line" plan, the "Additional Line" plan will automatically be changed to the plan type that was cancelled, and billed accordingly. If a subscriber has one or more "First Unlimited" and "First Choice" plans and cancels those plans simultaneously, the "Additional Line" plan will be changed to an "First Unlimited" plan.

First Additional Line Service Plan includes the following:

- 1. Local Line and unlimited direct-dialed Local Exchange calling.
- 2. Direct-dialed intrastate toll calls* for \$0.05 per minute.
- 3. Calling Features may be purchased on an a la carte basis, where available.

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

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4.4 Service Order and Change Charges

4.4.1 Miscellaneous Charges

Where available, the Company offers Miscellaneous Services with its First Unlimited, Choice and Additional Line plans. Certain miscellaneous services may be ordered or requested by the subscriber for an additional fee. Unless otherwise noted, rates are non-recurring. Not all services are available in all areas.

Service Connection — When a subscriber requests initial connection or establishment of telephone service (Primary Line) and/or a second or additional line when the second or additional line is ordered simultaneously with the initial connection for service (Secondary Line). Rates for this Service vary, depending on whether the Company was required to make a home visit to install the Service.

Migration – Transfer of existing service from a local service provider to the company.

Move Order – There are two types of Move Orders: Outside Move - Moving service from one location to another requiring a continuation of service at the new location; and Inside Move - Moving service to a different premise within the same address such as a move to a different apartment.

Transfer of Calls – Interception and referral of incoming calls to any telephone number.

Change of Telephone Numbers – When a subscriber retains service at the same location, but changes his telephone number.

Feature Add – When a subscriber customer requests a change, adding or removing a feature.

Delete a Feature – When a subscriber requests deletes of a presently received calling feature. Rates for this Service will vary, depending on whether the feature requested to be deleted is included in the caller's service package or not.

Move Plan – When a subscriber switches from one First plan (i.e., Unlimited, Choice or Additional Line) to another. Rates for this Service will vary, depending on the original plan and new plan.

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

- 4.4 Service Order and Change Charges, Cont'd
 - 4.4.1 Miscellaneous Charges, cont'd

Disconnect Line – When a subscriber requests disconnection of one or more telephone lines.

Suspend Line - Upon the request of the customer, service may be temporarily suspended. Neither outward or inward calling is provided during the period of suspension.

Restore Suspended Line/Service - A restoration charge applies to the restoration of suspended line and/or service and facilities because (voluntary or nonvoluntary) 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 reinstalled.

Change Parameter Within Feature (FID) –Changing one or more attributes of a feature such as the ring cycle, call forwarding busy telephone number, call forwarding don't answer telephone number, etc.

Blocking Charge (Add or Delete) – Service request processing fee to add, change, or delete a blocking feature.

Supplemental Orders – Updates to an original service request to modify, change the due date, or cancel the request.

Keep Same Number/New Location - When a subscriber retains service and telephone number, but changes location. Rates will vary for secondary/additional lines

New Location/New Number - When a subscriber retains service but moves to a new location and switches telephone number.

Issued: June 26, 2015 Effective: August 26, 2015

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- 4.4 Service Order and Change Charges, Cont'd
 - 4.4.1 Miscellaneous Charges, cont'd

Request Call Detail Report - When a subscriber requests local call detail for a given month.

Add/Delete PIC Freeze – When a subscriber adds or deletes a PIC Freeze, thus preventing his or her service from being switched without undergoing applicable PIC Freeze requirements.

Technician Dispatch - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit. when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Vanity Number – A Customer requests a specific telephone number.

Duplicate Invoice - A Customer requests an additional copy of a current bill or invoice.

Toll Restriction - At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

Issued: June 26, 2015 Effective: August 26, 2015

4.4 Service Order and Change Charges, Cont'd

4.4.1 Miscellaneous Charges, cont'd

Rates

Service Connection Charge without installation visit	\$69.00 \$55.00	(Primary Line) (each additional line)
Service Connection Charge	ψ55.00	(each additional line)
with installation visit	\$97.50	
Migration	No charge	
Move Order	TBD	
Transfer of Calls	TBD	
Change of Telephone Numbers	TBD	
Feature Add	\$4.95	
Delete a Feature (Included in Package)	No charge	
Delete a Feature (Not Included in Package)	\$4.95	
Move Plan (from Any Plan to Unlimited Plan)	No charge	
Move Plan (from Unlimited Plan to Any Other Plan)	\$4.95	
Disconnect Line	No charge	
Suspend Line (Voluntary or Involuntary)	No charge	
Restore Suspended Line/Service	\$29.99	(per occasion, per line)
Change Parameter Within Feature (FID)	\$1.50	(per request)
Blocking Change (Add or Delete)	\$4.95	
Supplemental Orders	No Charge	
Keep Same Phone Number — New Location	\$19.99	` ,
	\$4.95	(each additional line)
New Location/New Number	\$69.00	` ,
		(each additional line)
Request Call Detail Report	\$10.00	
Add/Delete PIC Freeze	TBD	
Repair Charge with Technician Dispatch	TBD	
Vanity Number	TBD	
Duplicate Invoice	No Charge	
Toll Restriction	TBD	

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

4.5 Directory Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At the Customer's option, the Company will arrange for additional listings for an additional monthly charge. Non-directory listed and non-published services are also available for an additional monthly charge.

	Per Month
Primary Listing,	
Business	No Charge
Residence	No Charge
Additional Listings,	•
Business	\$ 2.00
Residence	\$ 2.00
Non-Listed	
Business	\$ 2.00
Residence	\$ 2.00
Non-Published,	
Business	\$ 2.00
Residence	\$ 2.00
Toll-Free Directory Listings,	
Business	\$ 15.00
Residence	\$ 15.00

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

4.6 Directory Assistance Service

4.6.1 General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Directory Assistance Charge applies for each call to Directory Assistance for telephone number(s), area code(s), and/or general information requested from the Directory Assistance operator except as follows:

- A. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- B. Customer experiences poor transmission or is cut-off during the call.
- C. Any reason set forth in Section 2.12 of this Tariff.
- D. Customers will be provided with a maximum of two (2) telephone numbers for each call to Directory Assistance.

4.6.2 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Local, per call \$0.75

Toll, per call \$0.75

Issued: June 26, 2015 Effective: August 26, 2015

4.6 Directory Assistance Service

4.6.3 Call Completion Service

Call Completion Service is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

Call Completion Service is provided only where the facilities and service used by the Customer can support all billing requirements.

There are no allowances for Call Completion Service, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances.

Charges for Call Completion Service are not applicable to Customers exempt from Directory Assistance charges, as specified in Section 2.12 of this tariff.

A maximum of two (2) Directory Assistance numbers are available to Directory Assistance Customers. Automatic dialing is not available to Customers requesting a second number.

A. Rates

The Call Completion surcharge is applied only to completed calls.

Call Completion Service surcharge, per call: \$0.30.

Issued: June 26, 2015 Effective: August 26, 2015

4.7 Operator Services

Local Operator Service

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call: Operator Services are offered to Customers. Operator Services allow Customer to place calls using operator assistance for call completion or billing.

Issued: June 26, 2015 Effective: August 26, 2015

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4.7 Operator Services (Cont'd)

Collect This charge applies when a calling party dials '0-NPA-NXX-X)00C from any originating line and asks the operator to place a collect call to a terminating line. Collect calls can be local, regional or long-distance and are charged to the terminating line.

Third Party Billed – This charge applies when the calling party dials 'O-NPA-NXX-XXXX' and asks the operator to bill the call to any line. Calls can be local, regional or long-distance, and originate from any line and terminate to any line

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

4.7.1 Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

4.7.2 Local and IntraLATA Per Call Service Charges

Customer Dialed Calling/Credit Card	\$0.40
Operator Dialed Calling/Credit Card	\$1.58
Collect	\$1.33
Third Party Billed	\$1.33
Person-to-Person	\$3.49
Operator Station	\$0.80

Issued: June 26, 2015 Effective: August 26, 2015

Issued By:

4.8 900 Blocking

4.8.1 General

Where central office facilities permit, "900" Information Service Blocking provides customers the capability to block origination of direct dialed calls to a "900" Information Service number (900-NXX-XXXX.

4.8.2 Regulations

- A. Blocking is available on individual lines for residence and business customers where facilities permit.
- B. When the blocking is activated, direct dialed calls to all "900" Service numbers are blocked.
- C. Initial blocking is provided at no charge upon customer request. Subsequent requests for "900" Information Services Blocking will be provided at the rates referenced below.
- D. Blocking service may not be available with certain multi-line business arrangements.
- E. There is no charge to remove "900" Information Service blocking.

4.8.3 Rates

	Residence	Business
Initial Request	\$0.00	\$0.00
Subsequent Request, per line	\$5.00	\$5.00

Issued: June 26, 2015 Effective: August 26, 2015

4.9 Toll Restriction Service

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Local directory assistance calls are allowed. This service is offered subject to the availability of facilities to individual line residence and individual line business Customers. Provision of toll restriction does not alleviate Customer responsibility for completed toll calls.

4.9.1 Rates

	Residence	Business
Toll Restriction Charge, per line	\$5.00	\$5.00

Issued: June 26, 2015 Effective: August 26, 2015

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 (101") 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.

Issued: June 26, 2015 Effective: August 26, 2015

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5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription choice for New Users

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

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

- 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 1014000(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.

5.2.2 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.7.1.

Issued: June 26, 2015 Effective: August 26, 2015

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5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

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

- 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;

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- 5.3.2.1.B The decision to change the PIC to the ITP; and
- 5.3.2.1.C The customer's understanding of the PIC change fee; or
- 5.3.2.2 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.
- 5.4 Reserved for Future Use
- 5.5 IntraLATA Preferred Carrier Freeze Selection

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

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

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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 form 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 tariff. However, the freeze option is available during that period on Customer request.

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 \$5.00

5.7.2 Charge for Switchback Carrier Change \$5.00

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6. [Reserved for Future Use.]

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7. T-1 SERVICES

7.1 Local Integrated T-1 Service*

7.1.1 General

Local Integrated T-1 Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time.

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^{*} Service is available in the Baltimore market area.

7.1 Local Integrated T-1 Service*, Cont'd

7.1.2 Rates

Digital T-1 Service	MDC	NDC
2 year 3 year	MRC \$550.00 \$525.00	NRC \$500.00 \$250.00
ISDN PRI Service		
2 year 3 year	MRC \$550.00 \$525.00	NRC \$500.00 \$250.00
Integrated T-1 Service**		
2 year 3 year	MRC \$550.00 \$525.00	NRC \$500.00 \$250.00

Internet Port Pricing

SPEED	MRC	NRC
64K	\$1 <u>90.00</u>	\$0.00
128K	\$190.00	\$0.00
192K	\$260.00	\$0.00
256K	\$260.00	\$0.00
384K	\$325.00	\$0.00
512K	\$360.00	\$0.00
640K	\$385.00	\$0.00
768K	\$385.00	\$0.00

\$0.0500 per minute Intrastate 1+ Intrastate Toll Free \$0.0550 per minute

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** Add Internet Port Pricing to Integrated T-1 Service Price.

7.1 Local Integrated T-1 Service*, Cont'd

7.1.3 Miscellaneous Fees

	MRC	<u>NRC</u>
Order Expedite		\$1500.00
Change Order Fee		\$275.00
DeMarc Extension		\$305.00
Block of 20 DIDs Block of 100 DIDs	\$7.00 \$28.00	\$7.00 \$35.00

Features and Fees include: Equal Access, 900/976 Block, PRI Option, Local Usage, Universal Calling, Extended Calling Area, Caller ID, Call Waiting, Service Access Codes, Standard Directory Listing

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