

LOCAL EXCHANGE SERVICES

This Tariff, Intrado Communications, LLC PSC MD Tariff No. 5 replaces West Telecom Services, LLC PSC MD Tariff No. 2 currently on file with the Maryland Public Service Commission in its entirety due to Company name change.

Tariff Schedule Applicable to
Facilities-based Local Exchange

Telecommunications Services Furnished by

Intrado Communications, LLC

Between Points Within the State of Maryland

LOCAL EXCHANGE SERVICES

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 3rd 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

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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LOCAL EXCHANGE SERVICES

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 Company'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 business and residential Customers.
- 1.2.3 The Company's exchange boundaries and calling areas for service are the same as those defined in the applicable tariff of the incumbent local exchange carrier which services the same area.

LOCAL EXCHANGE SERVICES

1 – GENERAL**1.3 Definitions**

Advance Payment - Part or all of a payment required before the start of service.

Carrier, Company or Utility refers to Intrado Communications, LLC

Commission means the Maryland Public Service Commission.

Communication Services - The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

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.

Customer: The person, firm, corporation or other entity which orders the Company's service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, or any other carrier that operates in the state.

Direct Inward Dialing (DID) - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Direct Outward Dial (DOD) - A service attribute that allows individual station users to access and dial outside numbers directly.

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1 – GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

End User: Any Customer of a telecommunications service that is not a carrier except that a carrier shall be deemed to be an “End User” when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services 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. The term “telecommunications service” as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service CMRS wireless services or VoIP services.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carries communications. Signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier (LEC) - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

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1 – GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

Non-Peak Hours are the hours between 5:00 p.m. and 8:00 a.m.

Peak Hours are the hours between 8:00 a.m. and 5:00 p.m.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service means any telecommunications service(s) provided by the Company under this tariff.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

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

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company shall provide facilities based local exchange service to business Customers in Maryland.

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. For the avoidance of doubt and notwithstanding any other provision in this tariff or other Customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company for the Service, the Customer shall be responsible for and reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies the Company for all Third Party Charges and agrees to defend and hold the Company harmless for all damages, losses, claims or judgments arising out any Third Party Charges.

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.

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.2 Obligations of the Customer, (Cont'd.)****2.2.1 The Customer shall be responsible for:, (Cont'd.):**

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

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

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

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

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.2 Obligations of the Customer, (Cont'd.)****2.2.2 (Cont'd.)**

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

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

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

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.2 Service Irregularities**

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

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

2.3.2.3 The furnishing of service under these rates, terms, and conditions are subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company. Where all of the necessary facilities are no longer available on a continuing basis or can no longer meet the Company's intended service quality levels on a twenty-four (24) hours per day, seven (7) days per week basis, the Company shall provide written notice to the Customer of the need to transition off of the Company's service.

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.

LOCAL EXCHANGE SERVICES

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

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.

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

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.

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.6 Service at Outdoor Locations**

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

2.3.7 Warranties

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

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

2.3.8 Limitation of Liability

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

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.4 Application for Service****2.4.1 Minimum Contract Period**

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

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

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

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.4 Application for Service, (Cont'd.)****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.

2.5 Payment for Service

2.5.1 The Company will bill its Customers directly. Service will be billed on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.14 of this 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 If the Company provides service under a term plan (1, 3, 5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the Customer, then the Customer shall be notified 60 days in advance of the Customer's current contract expiration date.

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Deposits**

- 2.6.1 The Company agrees to abide by the regulations associated with nonresidential Customer deposits as specified by Code of Maryland Regulations 20.30.01 as amended from time to time.
- 2.6.2 In order to establish credit, the Company may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
 - 2.6.2.1 Was a Customer of a Maryland utility for at least 12 months within the preceding 2 years;
 - 2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - 2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
 - 2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3 The Company agrees to abide by the regulations associated with residential Customer deposits as specified by Code of Maryland Regulations 20.30.02 as amended from time to time.
- 2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
 - 2.6.4.1 Was a Customer of a Maryland utility within the preceding 2 years;
 - 2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - 2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Deposits, (Cont'd.)****2.6.4 (Cont'd.)**

2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.

2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.

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

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

2.6.7 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential Customers) or COMAR 20.30.02.04 (for residential Customers) as appropriate.

2.7 Late Payment Charges

2.7.1 The Company 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.

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2 – RULES AND REGULATIONS, (CONT'D.)

2.7 Late Payment Charges, (Cont'd.)

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 20.30.03.01 A and 20.30.03.01 B, 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 Company 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, MID 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 (1-888-526-8431) for Customers to contact the Company 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 – RULES AND REGULATIONS, (CONT'D.)**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 Company 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

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

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

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

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

Residential Customers shall receive six 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.

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**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 – RULES AND REGULATIONS, (CONT'D.)**2.14 Termination of Service, (Cont'd.)****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.

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.14 Termination of Service, (Cont'd.)****2.14.2 Denial of Service Requiring Notice, (Cont'd.)****2.14.2.1(Cont'd.)****2.14.2.1.D Non-payment of Bill, (Cont'd.).**

2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.14.2.1.D.4. Failure to Comply with Service Conditions - For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

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

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)

2.14 Termination of Service, (Cont'd.)

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

2.14.2.1(Cont'd.)

2.14.2.1.D Non-payment of Bill, (Cont'd.).

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

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.14 Termination of Service, (Cont'd.)****2.14.3 Insufficient Reasons for Denial of Service**

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

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

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

2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill-

2.14.3.1.D Failure to pay directory advertising charges;

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

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

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

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

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.14 Termination of Service, (Cont'd.)****2.14.3 Insufficient Reasons for Denial of Service****2.14.3.1(Cont'd.)****2.14.3.1.F (Cont'd.)**

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

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

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

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:

2.15.1.1An 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

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)**2.15 Unlawful Use of Service, (Cont'd.)****2.15.1 (Cont'd.)**

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 restoration of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service

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

2.17 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.

LOCAL EXCHANGE SERVICES

2 – RULES AND REGULATIONS, (CONT'D.)

2.18 Incomplete Calls

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

2.19 Overcharge/Undercharge

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

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

LOCAL EXCHANGE SERVICES

3 – DESCRIPTION OF SERVICES**3.1 Trial Services**

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

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

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.

LOCAL EXCHANGE SERVICES

3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.4 Exchange Access Service

3.4.1 Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

receive calls from other stations on the public switched telecommunications network;

access other services offered by the Company as set forth in this tariff;

access certain interstate and international calling services provided by the Company;

access (at no additional charge) the Company's operators and business office for service related assistance;

access (at no additional charge) emergency services by dialing 0-or 911; and

access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

LOCAL EXCHANGE SERVICES

3 – DESCRIPTION OF SERVICES, (CONT'D.)**3.4 Exchange Access Service, (Cont'd.)****3.4.1 (Cont'd.)****3.4.1.1 Base Line Service**

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which are set forth in Section 4.2 of the tariff.

3.4.1.2 911 Emergency Services

Emergency Services (Enhanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call.

The Company will provide access to 911 and E911 services on a toll-free basis, to all Customers in Maryland, either directly or through arrangements with other telecommunications carriers.

3.5 Resold Local Exchange Service**3.5.1 Description**

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

LOCAL EXCHANGE SERVICES

3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.6 [Reserved For Future Use]

LOCAL EXCHANGE SERVICES

3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.7 Service Implementation

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

3.8 Restoration

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

LOCAL EXCHANGE SERVICES

3 – DESCRIPTION OF SERVICES, (CONT'D.)**3.9 Busy Line Verify and Line Interrupt Service****3.9.1 Description**

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

3.9.1.1 The operator will determine if the line is clear or in use and report to the calling party.

3.9.1.2 The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

3.9.2 Regulations

3.9.2.1 A charge will apply when:

The operator verifies that the line is busy with a call in progress.

The operator verifies that the line is available for incoming calls.

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

3.9.2.2 No charge will apply:

When the calling party advises that the call is to or from an official public emergency agency.

Under conditions other than those specified in 3.10.2.B(A) preceding.

Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

LOCAL EXCHANGE SERVICES

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. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association (NECA) Tariff F.C.C. No. 4.

4.1.2 Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

LOCAL EXCHANGE SERVICES

4 – RATES AND CHARGES, (CONT'D.)

4.2 Basic Line Service

Nonrecurring and monthly recurring rates per Basic Line apply as follows to both business and residential Customers:

	Nonrecurring	Monthly Recurring	
On-Net Services			
Basic Local Exchange Service			
Measured Rate Service			
1 st Line	\$35.00	\$12.00	\$11.40
Each Addl. Line	\$35.00	\$12.00	\$11.40
Message Rate Service			
1 st Line	\$35.00	\$12.00	\$11.40
Each Addl. Line	\$35.00	\$12.00	\$11.40

4.2.1 Basic Line Local Usage

Measured Rate Calling

Peak	1 st Min.	Addl. Min
Intra-wire Center	\$0.0250	\$0.0100
All Other Local Calls	\$0.0400	\$0.0150
Off-Peak	1 st Min.	Addl. Min.
Intra-wire Center	\$0.0063	\$0.0025
All Other Local Calls	\$0.0100	\$0.0038

Message Rate \$0.60 per message

LOCAL EXCHANGE SERVICES

4 – RATES AND CHARGES, (CONT'D.)

4.3 Resold Local Exchange Service

Rates apply to business Customers.

4.3.1 Resold Basic Lines

Measured Service

1 st Line	\$87.00	\$21.03
Each Addl. Line	\$87.00	\$21.03

4.3.2 Resold Local Usage

Measured Rate Calling

<u>Peak</u>	<u>1st Min.</u>	<u>Addl. Min.</u>
Intra-wire Center	\$0.0250	\$0.0100
All Other Local Calls	\$0.0400	\$0.0150
<u>Off-Peak</u>	<u>1st Min.</u>	<u>Addl. Min.</u>
Intra-wire Center	\$0.0063	\$0.0025
All Other Local Calls	\$0.0100	\$0.0038

Resold features associated with Resold Local Exchange Service will be priced according to the rates established for such features in the underlying carrier's effective intrastate tariffs.

LOCAL EXCHANGE SERVICES

4 – RATES AND CHARGES, (CONT'D.)

4.4	Busy Line Verify and Line Interrupt Service		
	Busy Line Verify Service (each request)		\$0.75
	Busy Line Verify and Busy Line Interrupt Service (each request)		\$1.20
4.5	Service Implementation		
		Resold Nonrecurring	
	Per Service Order	\$87.00	
4.6	Restoration of Service		
		Resold Nonrecurring	
	Per Occasion	\$87.00	

 LOCAL EXCHANGE SERVICES

4 – RATES AND CHARGES, (CONT'D.)

4.7 Charges for Connecting or Changing Service

	<u>Resold Nonrecurring</u>	<u>On-Net Nonrecurring</u>
<u>Line Connection Charge</u>		
Applies per exchange access line or trunk,		
First Line	\$84.00	\$35.00
Additional Line (each)	\$84.00	\$35.00
 <u>Line Change Charge</u>		
Applies per exchange access line or trunk		
First Line	\$8.00	\$25.00
Additional Line (each)	\$8.00	\$25.00
 <u>Secondary Service Charge</u>		
Applies per Customer request		
Each	\$8.00	N/A
 <u>Premises Work Charge</u>		
First 15-minute increment or fraction thereof		
Per increment	\$17.00	N/A
Each Additional 15-minute increment or fraction thereof		
Per increment	\$9.00	N/A

LOCAL EXCHANGE SERVICES

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 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 Company proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in Section 5.2.

LOCAL EXCHANGE SERVICES

5 – INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.2 Presubscription Charge Application****5.2.1 90-Day Initial Free Presubscription choice for Existing Users**

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

Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.

Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.

Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.4 following.

5.2.2 Initial Free Presubscription Choice for New Users

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

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

LOCAL EXCHANGE SERVICES

5 – INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.2 Presubscription Charge Application, (Cont'd.)****5.2.2 Initial Free Presubscription Choice for New Users (Cont'd)**

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.
3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.4 following.

5.2.3 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new Customers, as specified above, or existing Customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.4.

5.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP

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

LOCAL EXCHANGE SERVICES

5 – INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")**

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

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

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

5.3.2 Verification of Orders for Telemarketing

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

5.3.2.1 The ITP has obtained the Customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.2.1.A The Customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.2.1.B The decision to change the PIC to the ITP; and

5.3.2.1.C The Customer's understanding of the PIC change fee; or

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

LOCAL EXCHANGE SERVICES

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

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

5.3.2 Verification of Orders for Telemarketing

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 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.

5.5 Rates and Charges

5.5.1 Charge for ITP Carrier Change \$5.00