

ACCESS SERVICES

---

*This Tariff, Intrado Communications, LLC PSC MD Tariff No. 6 replaces West Telecom Services, LLC PSC MD Tariff No. 4 currently on file with the Maryland Public Service Commission in its entirety due to Company name change.*

Tariff Schedule Applicable to

Intrastate Access Service

Telecommunications Services Furnished by

Intrado Communications, LLC

Between Points Within the State of Maryland

---

**ACCESS 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 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.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.

---

ACCESS SERVICES

---

CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s). 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.

Page	Revision	
1	Original	
2	Original	
3	3 <sup>rd</sup> Rev.	*
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	
19	Original	
20	Original	
21	Original	
22	Original	
23	Original	
24	1 <sup>st</sup> Rev.	
25	3 <sup>rd</sup> Rev.	*
26	Original	

---

**ACCESS SERVICES**

---

**TABLE OF CONTENTS**

1	<b>GENERAL</b>	5
	1.1 Explanation of Symbols	
	1.2 Application of the Tariff	5
	1.3 Definitions	6
2	<b>RULES AND REGULATIONS</b>	8
	2.1 Undertaking of the Company	8
	2.2 Obligations of the Customer	8
	2.3 Liability of the Company	17
	2.4 Application for Service	19
	2.5 Payment for Service	20
	2.6 Allowance for Interruptions in Service	21
	2.7 Special Customer Arrangements	21
	2.8 Unlawful Use of Service	22
	2.9 Interference with or Impairment of Service	22
	2.10 Telephone Solicitation by Use of Recorded Messages	23
	2.11 Overcharge/Undercharge	23
3	<b>DESCRIPTION OF SERVICES</b>	24
	3.1 Individual Case Basis ("ICB") Offerings	24
	3.2 Application of Access Charges to Toll VoIP-PSTN Traffic	24
4	<b>RATES CHARGES</b>	25
	4.1 Switched Access Rates	25

---

**ACCESS 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 the Company's 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 company which services the same area.

---

**ACCESS SERVICES**

---

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

- 1.3.1 "Carrier," "Company" or "Utility" refers to Intrado 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 the person, firm, corporation or other entity which orders Service 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 wireless provider, or any other carrier authorized to operate in the state, or other provider originating or terminating toll VoIP-PSTN traffic.
- 1.3.5 "Internet Protocol (IP)" is the method or protocol by which data is sent from one computer to another on the Internet.
- 1.3.6 "Internet Protocol (IP) Signaling" means a packet data-oriented protocol used for communicating call signaling information.
- 1.3.7 "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.
- 1.3.8 "Service" means any telecommunications service(s) provided by the Company under this tariff.
- 1.3.9 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

---

ACCESS SERVICES

---

1 – GENERAL, (CONT'D.)

1.3 Definitions, (Cont'd.)

- 1.3.10 “Time Division Multiplexing (TDM)” is a method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).
- 1.3.11 “Toll VoIP-PSTN Traffic” denotes a Customer’s interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.
- 1.3.12 “VoIP Service” is the transmission of communication by aid of wire, cable, radio, or other like connection using Voice over Internet Protocol that is originated or terminated in Internet Protocol (“IP”) format. VoIP services are those services that require the use of IP compatible Customer premises equipment.

---

**ACCESS 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:**

- A. The payment of all applicable charges pursuant to this tariff;
- B. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- C. Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- D. Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- E. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.



---

**ACCESS SERVICES**

---

**2 – RULES AND REGULATIONS, (CONT'D.)****2.2 Obligations of the Customer, (Cont'd.)****2.2.1 (Cont'd.)**

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

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

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

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

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.

---

**ACCESS SERVICES**

---

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

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.

**2.2.6 Identification and Rating of Toll VoIP-PSTN Traffic****A. Scope**

VoIP-PSTN Traffic is the traffic exchanged in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format. This section governs the identification and billing of VoIP-PSTN Traffic pursuant to the FCC’s Intercarrier Compensation Report and Order in WC Docket Nos. 10-90, et. al., FCC No. 11-161 (Nov. 18, 2011) and Second Order on Reconsideration, FCC No. 12-47 (April 25, 2012) (together, “FCC ICC Orders”). Pursuant to the FCC ICC Orders, the Company shall apply interstate access charges to relevant VoIP-PSTN Traffic. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as “Relevant VoIP-PSTN Traffic”) from the Customer’s traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC ICC Orders in a symmetrical manner. In accordance with the FCC ICC Orders, intrastate VoIP-PSTN Traffic that originates on the Company’s network and is bound for the Customer’s end users is subject to the intrastate switched access rates set forth in this tariff until June 30, 2014, after which time it will be subject to interstate rates as indicated in Section 4 of this tariff. Intrastate Toll VoIP-PSTN traffic that is sent by the Customer for termination to the Company’s end users or its VoIP partners is subject to interstate switched access rates as indicated in Section 4 of this tariff.

---

**ACCESS SERVICES**

---

**2 – RULES AND REGULATIONS, (CONT'D.)****2.2 Obligations of the Customer, (Cont'd.)****2.2.6 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)****B. Methodology Options**

Unless otherwise negotiated, the Customer may elect an approach from the following options to identify the Relevant VoIP-PSTN Traffic that is subject to the FCC ICC Orders:

1. Option 1 – Self-Reporting: Self-report Percent VoIP Usage pursuant to Section 2.2.6.E, following, or
2. Option 2 – Call Signaling: Properly populate the Originating Line Indicator (“OLI”) field of the call signaling stream to reflect that the call originated as a VoIP call, which shall be through the use of the digit-code 40 or other digit pair mutually agreed upon in writing by Customer and Company’s Chief Technical Officer, or
3. Option 3 – Trunk Group Segregation: Properly segregate the calls that originate as VoIP calls and exchange such calls through a trunk group established solely for the completion of VoIP-originated calls.

---

**ACCESS SERVICES**

---

**2 – RULES AND REGULATIONS, (CONT'D.)****2.2 Obligations of the Customer, (Cont'd.)****2.2.6 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)****C. Initial Methodology**

The Company shall provide a one-time grace period of thirty (30) days for the Customer to notify the Company of its Methodology Option selection immediately following the effectiveness of this Section. For Option 1 – Self-Reporting, the Customer is subject to auditing and verification by the Company and the Customer is obligated to support all self-reported figures with traffic studies or other reasonable analyses upon Company's written request. Option 1 – Self-Reporting is available to all Customers pursuant to tariff without the need for contractual negotiations. Options 2 and 3 are available to all Customers pursuant to tariff and may be customized through contractual negotiations. For Option 2 – Call Signaling, provided pursuant to this tariff, if any replacement digit-code is established through industry-consensus or updated industry standards, the Company shall update this tariff to reflect the replacement digit-code and the Customer shall within six months transition to the replacement digit-code then set forth in this tariff, unless otherwise agreed upon in writing by Customer and Company's Chief Technical Officer. Option 3 – Trunk Group Segregation is provided subject to up-front and recurring certification, auditing and verification by the Company. For Option 3 – Trunk Group Segregation provided pursuant to this tariff, intervals and costs for the establishment of dedicated trunk groups are subject to negotiation.

If the Customer has neither selected one of the above-three Options, nor otherwise negotiated an approach with the Company, the PVU for all calls shall be determined pursuant to Option 1 as described in subsection E, following of this tariff, except that the Company may rely on Call Signaling for all traffic for which a valid digit-code was provided and may supplement such call detail information as appropriate with the use of jurisdictional factors addressed in subsection E, following. All grace period billing pursuant to this Section is subject to retroactive adjustment to December 29, 2011, to be compliant with the FCC ICC Order.

---

**ACCESS SERVICES**

---

**2 – RULES AND REGULATIONS, (CONT'D.)****2.2 Obligations of the Customer, (Cont'd.)****2.2.6 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)****D. Rating of Toll VoIP-PSTN Access Traffic**

The relevant Toll VoIP-PSTN Access Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed switched access rates as specified in Section 4 of this tariff.

**E. Calculation and Application of Percent-VoIP-Usage Factor**

For the Customer that selects Option 1 – Self Reporting, the Company will determine the number of relevant VoIP PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection D, above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between a the Company and the Customer. By default, the effective PVU will be equal to the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in the State divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines, based on the FCC's Local Competition Report, as released periodically. If the Customer proposes to use a different PVU, it must be derived and applied as follows:

1. Except as otherwise noted in Section 2.2.6.E.3 below, the Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total terminating intrastate access MOU that the Customer exchanges with the Company in the State, that is sent to the Company and that originated in IP format. Beginning July 1, 2014, the Customer's PVU-A shall be based on access MOU the Customer exchanges with the Company in the State that is (a) sent to the Company that originated in IP format, (b) is received from the Company and terminated in IP format, or (c) indicated via the JIP parameter (RFC-5503). This PVU-A shall be based on information that is verifiable by the Company such as traffic studies, actual call detail, or other relevant and verifiable information.

---

**ACCESS SERVICES**

---

**2 – RULES AND REGULATIONS, (CONT'D.)****2.2 Obligations of the Customer, (Cont'd.)****2.2.6 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)****E. Calculation and Application of Percent-VoIP-Usage Factor, (Cont'd.)**

2. Except as otherwise noted in Section 2.2.6.E.3 below, the Company will, likewise calculate a factor (the “PVU-B”) representing the whole number percentage of the Company’s total terminating intrastate access MOU in the State that terminates in IP format. Beginning July 1, 2014, the PVU-B shall be based on intrastate access MOU in the State that originates or terminates in IP format . This PVU-B shall be based on information such as the number of the Company’s retail VoIP subscriptions in the state (e.g., as reported on the FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the whole number percentage of total terminating access MOU that is terminated in IP format by the Company and/or originated in IP format by the Customer. Beginning July 1, 2014, the PVU factor will represent the total access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company’s end, at the Customer’s end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

*Note: PVU factors will not be provided or collected by the Company for the traffic period from July 1, 2013 through June 30, 2014. This represents the period during which the Company’s terminating intrastate rate is equal to its terminating interstate rate and PVU is not applied to originating traffic. Traffic on or after July 1, 2014 will be subject to the most recently available PVU factor on file with the Company for application of charges to originating access traffic. PVU updates must be received at least 30 days prior to July 1, 2014 if a new factor will apply.*

---

**ACCESS SERVICES**

---

**2 – RULES AND REGULATIONS, (CONT'D.)****2.2 Obligations of the Customer, (Cont'd.)****2.2.6 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)****E. Calculation and Application of Percent-VoIP-Usage Factor, (Cont'd.)**

4. The Company will apply the effective PVU factor to the total applicable intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1:

The PVU-B is 10% and the PVU-A is 40%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 2:

The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . The Company will bill 10% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 3:

The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

In the above examples, the Company will apply the PVU to terminating access from July 22, 2012 through June 30, 2014 and to originating as well as terminating access beginning July 1, 2014.

5. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

---

**ACCESS SERVICES**

---

**2 – RULES AND REGULATIONS, (CONT'D.)****2.2 Obligations of the Customer, (Cont'd.)****2.2.6 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)****F. Initial PVU Factor**

If the PVU factor cannot be implemented by December 29, 2011, once the factor is available and can be implemented, the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, the initial PVU will be set as specified above.

**G. PVU Factor Updates**

Customers selecting Option 1 – Self Reporting may update the PVU-A factor quarterly using the method set forth in subsection E.1, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively, along with supporting documentation for the prior three month period. The verified revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new verified PVU factor.

**H. PVU Factor Verification**

Not more than four times in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company. The Customer is subject to auditing and verification by the Company and the Customer is obligated to support all self-reported figures with traffic studies or other reasonable analyses upon the Company's written request. The Customer shall comply with such requests, and shall reasonably provide the records, including information used to determine the PVU-A factor and other information contained in Company's written requests.



---

**ACCESS SERVICES**

---

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

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

**2.3.2 Service Irregularities**

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.
- B. The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

**2.3.3 Claims of Misuse of Service**

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

---

**ACCESS 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.)**

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

**2.3.4 Defacement of Premises**

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 part 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.

---

**ACCESS 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**

- A. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- B. Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

**2.3.8 Limitation of Liability**

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**

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

---

**ACCESS SERVICES**

---

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

- B. 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**

- A. Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- B. Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
  - 1. The total costs of installing and removing such facilities; or
  - 2. The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- C. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

**2.5 Payment for Service**

- 2.5.1 The company will bill its customers directly. Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in COMAR 20.45.04.05 through COMAR 20.45.04.07.

---

**ACCESS SERVICES**

---

**2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment for Service, (Cont'd.)**

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

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

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

2.5.4 The Company will not collect attorney fees or court costs from customers.

**2.6 Allowance for Interruptions in Service**

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The 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.

**2.7 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

---

**ACCESS SERVICES**

---

**2 – RULES AND REGULATIONS, (CONT'D.)****2.8 Unlawful Use of Service**

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

- A. An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- B. The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

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

**2.9 Interference with or Impairment of Service**

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

---

ACCESS SERVICES

---

2 – RULES AND REGULATIONS, (CONT'D.)

2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.11 Overcharge/Undercharge

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

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

---

**ACCESS SERVICES**

---

**3 – DESCRIPTION OF SERVICES****3.1 Individual Case Basis ("ICB") Offerings**

3.1.1 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 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.

**3.2 Application of Access Charges to Toll VoIP-PSTN Traffic**

3.2.1 All Toll VoIP-PSTN traffic will be assessed switched access charges at the rates set forth in the Company's Federal Access Tariff FCC Tariff No.1.

<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=836>

(T)

3.2.2 The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will charge for functions performed by the Company or by its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company, or by its affiliated or unaffiliated provider of VoIP service, as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

**3.3 Terminating Switched Transport**

The terminating Switched Transport rate schedules are bifurcated into "Affiliated Price Cap LEC End Office" and "All Other End Offices" rates which include 3<sup>rd</sup> party traffic. The Company bills the Affiliated Price Cap LEC End Office or the All Other End Office terminating Switched Transport rate schedule based on the rates the competing Price Cap LEC would charge for switched transport traffic delivered to the same terminating End Office. In other words, the Company mirrors the Switched Transport rates the Price Cap LEC would charge if it were the terminating Switched Transport provider rather than the Company.



ACCESS SERVICES

4 – RATES AND CHARGES

4.1 Switched Access Rate

4.1.1 The Company's intrastate originating switched access rate shall be the same as set forth for interstate originating access in Maryland as set forth in the Company's Federal Access Tariff FCC Tariff No. 1, as amended from time to time.

The currently effective originating rates are as follows per Access Minute:

A. Switched Transport

	Tandem Switched Transport Facilities Fixed	Tandem Switched Transport Per Mile	Access Tandem Switching or Joint Tandem Transport	Tandem Multiplexing	Tandem Common Trunk Port
Affiliated Price Cap LEC End Office	\$0.00000000	\$0.00000000	\$0.00000000	\$0.00000000	\$0.00000000
Non-8YY All Other End Offices	\$0.00000000	\$0.00000200	\$0.00157400	\$0.00000000	\$0.00168800
8YY All Other End Offices	\$0.00000000	\$0.00000000	\$0.00100000	\$0.00000000	\$0.00168800

(C)  
 ---  
 (C)  
 (C,R)

B. Local Switching – Originating

All End Offices	Non-8YY	\$0.00240600	(C)
	8YY	\$0.00240600	(C)

C. 8YY Data Base Access Service Queries

	<u>Effective</u> 07/01/2021	<u>Effective</u> 07/01/2022	<u>Effective</u> 07/01/2023
Verizon (fka Bell Atl.) & All Other Areas	\$0.00424800	\$0.00222400	\$0.00020000

ACCESS SERVICES

4 – RATES AND CHARGES

4.1 Switched Access Rate, (Cont'd.)

4.1.2 The Company's intrastate terminating switched access rate shall be the same as set forth for interstate terminating access in Maryland as set forth in the Company's Federal Access Tariff FCC Tariff No. 1, as amended from time to time.

(M)

The currently effective terminating rates are as follows per Access Minute:

A. Switched Transport

	Tandem Switched Transport Facilities Fixed	Tandem Switched Transport Per Mile	Access Tandem Switching	Tandem Multiplexing	Tandem Common Trunk Port
Affiliated Price Cap LEC End Office	\$0.00000000	\$0.00000000	\$0.00000000	\$0.00000000	\$0.00000000
All Other End Offices	\$0.00000000	\$0.00000200	\$0.00157400	\$0.00000000	\$0.00000000

B. Local Switching – Terminating

(C)

All End Offices \$0.00000000

(M)

Material now found on this page was previously located on 1<sup>st</sup> Revised Page 25.