

Tariff Schedule Applicable to  
Intrastate Charges for Local Exchange  
Telecommunications Services Furnished by  
ANPI BUSINESS, LLC  
Between Points Within the State of Maryland

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Issued: February 25, 2013

Effective date: March 28, 2013

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## TARIFF FORMAT

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

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CHECK SHEET

Sheets 1 through 61 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
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21	Original	54	Original
22	Original	55	Original
23	Original	56	Original
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## 1 GENERAL

### 1.1 Explanation of Symbols

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

### 1.2 Application of the Tariff

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

### 1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to ANPI BUSINESS, 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 "Contract" is the agreement between the Company and the Customer that together with this Tariff, governs the provision of Exchange Services by the Company to the Customer.
- 1.3.5 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.6 "Customer Premises Equipment (CPE)" is the equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.
- 1.3.7 "Default Routing (DR)" occurs when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.
- 1.3.8 "Demarcation Point" is the physical dividing point between the Company's network and the customer.
- 1.3.9 "Dial Pulse (DP)" is the pulse type employed by a rotary dial station set.
- 1.3.10 "Direct Inward Dial (DID)" is a service attribute that routes incoming calls directly to stations, by-passing a central answer point.
- 1.3.11 "Direct Outward Dial (DOD)" is a service attribute that allows individual station users to access and dial outside numbers directly.

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- 1.3.12 "Digital" is a method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.
- 1.3.13 "DS-3" is digital Service, Level 3. The equivalent of 28 DS-1 Channels and capable of operating at 44.736 Mbps.
- 1.3.14 "Dual Tone Multi-Frequency (DTMF)" is the pulse type employed by tone dial station sets. (Touch tone)
- 1.3.15 "Emergency Service Number (ESN)" is a unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.
- 1.3.16 "E911 Service Area" is the geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.
- 1.3.17 "E911 Customer" is a governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.
- 1.3.18 "Error" is a discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.
- 1.3.19 "Exchange" is an area, consisting of one or more central office districts, within which a call between any two points is a local call.
- 1.3.20 "Exchange Access Line" is a central office line furnished for direct or indirect access to the exchange system.
- 1.3.21 "Exchange Service" is the provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.



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- 1.3.22 "Final Account" is a customer whose service has been disconnected who has outstanding charges still owed to the Company.
- 1.3.23 "Flat Rate Service" is the type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.
- 1.3.24 "Ground Start" describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.
- 1.3.25 "Handicapped Person" is a person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

"Legally Blind" - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

"Visually Handicapped" - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

"Physically Handicapped" - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

"Hearing" - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

"Speech" - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

- 1.3.26 "Hospital" is an establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.
- 1.3.27 "Hotel" is an establishment offering lodging with or without meals to the general public on a day-to-day basis.
- 1.3.28 "Incoming Service Group" is two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.
- 1.3.29 "Interface" is that point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.
- 1.3.30 "Interoffice Mileage" is the segment of a line which extends between the central offices serving the originating and terminating points.
- 1.3.31 "Interruption" is the inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.
- 1.3.32 "Joint User" is a person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.
- 1.3.33 "Kilobit" is one thousand bits.
- 1.3.34 "LATA" means local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

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- 1.3.35 "Link" is the physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.
- 1.3.36 "Leased Channel" is a non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.
- 1.3.37 "Local Call" is a call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.
- 1.3.38 "Local Calling Area" is the area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.
- 1.3.39 "Local Service" is the telephone exchange service within a local calling area.
- 1.3.40 "Loop Start" describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.
- 1.3.41 "Loops" are segments of a line which extend from the serving central office to the originating and to the terminating point.
- 1.3.42 "Megabit" is one million bits.
- 1.3.43 "Message Rate Service" is a type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.
- 1.3.44 "Move" is the disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- 1.3.45 "Multi-Frequency (MF)" is an inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

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- 1.3.46 "Multi Hunt" is a method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.
- 1.3.47 "Network Control Signaling" is the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.
- 1.3.48 "Network Control Signaling Unit" is the terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.
- 1.3.49 "Node" is the location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.
- 1.3.50 "PBX" is a Private Branch Exchange.
- 1.3.51 "Port" is a connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.
- 1.3.52 "Premises" is the space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.
- 1.3.53 "PRI" is the Primary Rate Interface is an Integrated Services Digital Network (ISDN) circuit running at 1.544 megabits per second.
- 1.3.54 "Private Branch Exchange Service" is the service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.
- 1.3.55 "Public Access Line Service" is the service providing facilities for a customer owned coin operated telephone ("COCOT").

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- 1.3.56 "Public Safety Answering Point (PSAP)" is an answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.
- 1.3.57 "Rate Center" is a geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.
- 1.3.58 "Referral Period" is the time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.
- 1.3.59 "Resale of Service" is the subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without `adding value') for profit.
- 1.3.60 "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.
- 1.3.61 "Same Premises" is all space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.
- 1.3.62 "Selective Routing (SR)" is a feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.
- 1.3.63 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.64 "Serving Central Office" is the central office from which local service is furnished.

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- 1.3.65 "Sharing" is an arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.
- 1.3.66 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.67 "Suspension" refers to suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.
- 1.3.68 "Synchronous" is a transmission in which there is a constant time interval between bits, characters or events.
- 1.3.69 "T-1" is a type of digital carrier system transmitting voice or data at 1.544 Mbps. A T- 1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.
- 1.3.70 "Telephone Call" is a voice connection between two or more telephone stations through the public switched exchange system.
- 1.3.71 "Telephone Grade Lines" are lines furnished for voice transmission or for certain signaling purposes.
- 1.3.72 "Termination of Service" is discontinuance of both incoming and outgoing service.
- 1.3.73 "Tie Line" is a dedicated line connecting two switchboards or dial systems.

- 1.3.74 "Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

<b>Rate Periods</b>	<b>From</b>	<b>To, but not Including</b>	<b>Days</b>
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- 1.3.75 "Toll Call" is any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.
- 1.3.76 "Tone Dial Signaling (TD)" is an electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.
- 1.3.77 "Two Way" is a service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.
- 1.3.78 "User" is a customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

## 2 RULES AND REGULATIONS

### 2.1 Undertaking of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

### 2.2 Obligations of the Customer

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

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

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



- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
  - 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
  - 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
  - 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

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

### 2.3 Liability of the Company

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

### 2.3.2 Service Irregularities

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

### 2.3.3 Claims of Misuse of Service

- 2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.
- 2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

#### 2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

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

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

#### 2.3.6 Service at Outdoor Locations

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

### 2.3.7 Warranties

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

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

### 2.3.8 Limitation of Liability

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

## 2.4 Application for Service

### 2.4.1 Minimum Contract Period

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

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

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

2.4.2 Cancellation of Service

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

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

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

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

2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.
- Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.
- 2.5.5 For a pre-paid local carrier, customers pay in advance the monthly flat rate charge for local service. Customers will be billed prior to the expiration of their current pre-paid service period. If payment is not received by the due date for the next pre-paid service period, service may be disconnected. While it is the Company's intent not to offer the customer usage sensitive services (including Directory Assistance), if the customer does incur usage sensitive charges, the customer will be billed as soon as practical and the customer may be disconnected if payment is not received as provided in Section 2.14.

## 2.6 Customer Deposits

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



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

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

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

## 2.7 Late Payment Charges

2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.

2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.

2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.

2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1) and 20.30.03.01B(1).

## 2.8 Customer Complaints and Billing Disputes

2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

- 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

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

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

- 2.8.3 The Company provides the following toll free number 1-866-539-9663 for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

## 2.9 Allowance for Interruptions in Service

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

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

## 2.9.2 Credit for Interruptions

a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

i. if interruption continues for less than 24 hours:

a) 1/30th of the monthly rate if it is the first interruption in the same billing period.

b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

ii. if interruption continues for more than 24 hours:

a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

2.9.3 Limitations on Credit Allowances

No credit allowance will be made for:

a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;

- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e) interruptions of service due to circumstances or causes beyond the control of the Company.

## 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.

## 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.

## 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.

## 2.14.2. Denial of Service Requiring Notice

2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2.14.2.1.D Non-payment of Bill.

2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

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

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

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

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

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

### 2.14.3. Insufficient Reasons for Denial of Service

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

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

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

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

2.14.3.1.D Failure to pay directory advertising charges;



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

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

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

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

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

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

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

## PROVISION OF SERVICE AND FACILITIES

### 2.15 Unlawful Use of Service

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

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

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

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

### 2.16 Interference with or Impairment of Service

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

## 2.17 Telephone Solicitation by Use of Recorded Messages

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

## 2.18 Incomplete Calls

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

## 2.19 Overcharge/Undercharge

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

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

# 3 DESCRIPTION OF SERVICES

## 3.1 Trial Services

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

### 3.2 Promotional Offerings

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

### 3.3 Individual Case Basis ("ICB") Offerings

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

## 4 RATES AND CHARGES

### 4.1 Calculation of Rates

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon - Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 4.1.2 Timing of calls begins when the call is answered at the called station. 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.
- 4.1.3 There is no variation in call rates based on time of day or day of week.

### 4.2 Dial-Around Compensation Surcharge for Payphones

- 4.2.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:
  - A. Calling card service
  - B. Collect calls
  - C. Third party billed
  - D. Directory Assistance calls
  - E. Pre-paid card service
- 4.2.2 The Surcharge does not apply to:
  - A. Calls paid for by inserting coins
  - B. Calls placed from stations other than public/semi-public payphones
  - C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
  - D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.
- 4.2.3 The Dial Around Compensation Surcharge rate is \$.25 per call.

#### 4.3 Local Service Provider Freeze

- 4.3.1 The Company will make available a local service provider freeze to all residence and business customers on a nondiscriminatory basis at \$10.00 per line to the end user. This freeze prevents a change in the end user's local service provider unless the end user gives the carrier from whom the freeze was requested his or her express consent.
- 4.3.2 End users may request a freeze on their local service provider as a means of protection from unauthorized changes. In establishing a freeze, carriers must follow the verification procedures for preferred carrier freezes of the Federal Communications Commission ("FCC") (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).
- 4.3.3 The Company will accept a customer's written or oral authorization, including a three-way call with the customer, the Company and the new local service provider selected by the customer, to lift a freeze previously imposed by the customer on his or her choice of local service provider. In accordance with federal regulations, when engaged in oral authorization to lift a local service provider freeze, the Company must confirm appropriate customer identification data and the customer's intent to lift the freeze. Carriers will impose and lift the freeze in accordance with the then applicable provisions of the federal regulations, the current provisions of which appear at Title 47, Part 64 of the Code of Federal Regulations, 47 C.F.R. 64.1190. Carriers must still follow the verification procedures of the FCC for changing preferred carriers (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

#### 4.4 Connection Charge

##### 4.4.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

#### 4.4.2 Exceptions to the Charge

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- b. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- c. The Company may from time to time waive or reduce the charge as part of a promotion.

#### 4.5 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

Business (DS1)	\$ 50.00
Business (DS3)	\$500.00

#### 4.6 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification -  
of existing service at the same location.

Business Charge Per Order:

Move	\$100.00
Add	\$100.00
Change	\$100.00

#### 4.7 Charges Associated With Premises Visit

##### Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Per hour rate per technician: \$250.00

#### 4.8 Primary Interexchange Carrier Change Charge

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

PICC Charge \$10.00

#### 4.9 Busy Verification And Interrupt Service

##### 4.9.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.



#### 4.9.2 Rate Application

- a. A Verification Charge will apply when:
  - 1. The operator verifies that the line is busy with a call in progress, or
  - 2. The operator verifies that the line is available for incoming calls.
- b. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- c. No charge will apply when the calling party advises that the call is from an official public emergency agency.

#### 4.9.3 Rates

Verification Charge, each request	\$15.00
Interrupt Charge, each request	\$15.00

#### 4.10 Trap Circuit Service

##### 4.10.1 General

Trap Circuit Service is designed to allow the customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held and traced.

##### 4.10.2 Regulations

- a. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.

- b. The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- c. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- d. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

#### 4.10.3 Rates

Upon request for this service, the monthly charge to the customer will be increased by any charges incurred by the Company for the provision of this service.

#### 4.11 Directory Assistance Service

##### 4.11.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

##### 4.11.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- a. Calls from coin telephones, including COCOTS.
- b. Requests for telephone numbers of non-published service.
- c. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- d. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory.

#### 4.11.3 Rates

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

Per Query: \$0.85

#### 4.12 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is \$0.00. In addition to usage charges, an operator assistance charge applies to each call:

Local Operator Assistance, per call: \$0.85

#### 4.13 Customized Number Service

##### 4.13.1 General

- a. Customized Number Service allows a customer to order a specified telephone number rather than the next available number.

- b. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- c. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the customer.
- d. When a new customer assumes an existing service which includes Customized Number Service, the new customer may keep the Customized Number, at the tariffed rate, with the written consent of the Company and the former customer.
- e. The Company reserves and retains the right:
  - 1. To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
  - 2. Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;
  - 3. To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
  - 4. The limitation of liability provisions of this tariff are applicable to Customized Number Service.

#### 4.13.2 Conditions

- a. Charges for Customized Number Service apply when a customer:
  - 1. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.

2. Requests a number change from the customer's present number to a Customized Number.

b. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

#### 4.13.3 Rates

##### Set-up Charges

Business Customer	\$200.00
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#### 4.14 Customer Requested Service Suspensions

4.14.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

4.14.2 The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension	Charge
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one year limit)	1/2 Regular Monthly Rate

#### 4.15 Local Dedicated Service

4.15.1 Local Dedicated Service provides a business customer with connection to the Company's switching network which enables the customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800/888/877/866 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free number service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (1010xxx).

Local Dedicated Service is provided via digital circuits terminated at the customer's premises. Each Local Dedicated Service circuit corresponds to one or more voice-grade telephony communications channels that can be used to place or receive one call at a time.

Connection charges as described herein apply to all service on a one-time basis unless waived pursuant to this Tariff.

The following Local Dedicated Services are offered:

Local Dedicated Service (T1)  
Local Dedicated Service (PRI)  
Local Dedicated Service (DS3)

In connection with the above listed services, the Company also offers Extended Wiring, Direct Inward Dialing Number Blocks and Local Service Features as set forth herein.

All Local Dedicated Service may be connected to customer-provided terminal equipment such as PBX systems. Service may be arranged for two-way calling, inward calling only or outward calling only.

4.15.2 Local Dedicated Service (T-1)

Nonrecurring Connection Charge	\$500	
Monthly Recurring Port Charges		
Port only	\$600	
Port Plus Loop	\$1,600	
Per minute charge for calls within Local Calling Area		\$.04

4.15.3 Local Dedicated Service (PRI)

Nonrecurring charge	\$800	
Monthly recurring charge		
Port only	\$800	
Port Plus Loop	\$1,800	
Per minute charge for calls within Local Calling Area		\$.04

4.15.4 Local Dedicated Service (DS3)

Nonrecurring Connection Charge	\$1,500	
Monthly Recurring Charge		
Port only	\$13,000	
Port Plus Loop	\$18,000	
Per minute charge for calls within Local Calling Area		\$.04

**4.15.5 Extended Wiring Charge (per T-1 or PRI) \$600**

This charge applies when the Customer requires wiring on the Customer's side of the building Demarcation Point.

**4.15.6 Direct Inward Dialing Number Charges****Block of 20 DIDs**

Nonrecurring charge \$50

Monthly recurring charge \$15

**Block of 100 DIDs**

Nonrecurring charge \$75

Monthly recurring charge \$100

**4.15.7 Local Service Features**

FEATURE NAME	DESCRIPTION	Non Recurring Charge	Monthly Recurring Charge
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**Hunting:**

<b>Regular Hunt</b>	Regular Hunt is an arrangement in which hunting begins with the Start Hunt Terminal Number and continues sequentially through the last terminal number in the Multi-Line Hunt Group.	n/c	n/c
<b>Circular Hunt</b>	Circle Hunt is an arrangement in which hunting begins with the Terminal Number associated with the called number, and continues sequentially through the last terminal number in the Multi-Line Hunt Group. Hunting resumes starting with Terminal Number 1, and continues through the Terminal Number preceding the Start Hunt Terminal Number.	n/c	n/c

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<b>Uniform Call Distribution Hunt</b>	Uniform Call Distribution is an arrangement in which hunting begins when the main Directory Number of a UCD hunt group is dialed. For example, if a call is directed to the main Directory Number, a hunt for an available member would start at the "start hunt member". This is UCD hunt. However, when a Directory Number of a member of a UCD hunt group is dialed, a Circular Hunt starting at the dialed member is made and the UCD hunt is not used. For example, if a call is directed to a member of the UCD hunt group, the UCD function recognizes that the call is not directed to the main Directory Number of the group, and therefore, it does not start the hunt at the "start hunt number"; instead the hunt starts at the member of the dialed Directory Number.	n/c	n/c
<b>Hunting / Non Hunting Number</b>	If the lead number in a hunt group is called, the non-hunt number will be part of multi line hunt group. If the non-hunting number is called directly, the call will not hunt to the next terminal if this line is busy.	n/c	n/c
<b>2-Way Forward Hunt</b>	Two-Way Forward hunt. Trunks will be hunted in numerically ascending order.	n/c	n/c
<b>2-Way Backwards Hunt</b>	Two-Way Backward hunt. Trunks will be hunted in numerically descending order.	n/c	n/c
<b>Backward Circular Sequential Hunt</b>	Backward Circular Sequential Hunt. The start hunt member is the last selected member - 1. Hunting then continues through the trunk members in a backward direction using circular hunting to the lowest member, then starting over at the highest member. The hunt continues in this manner until an idle member is found or all members are found busy.	n/c	n/c
<b>First In - First Out</b>	First-In, First-Out hunt. Used for DID Trunk Groups.	n/c	n/c
<b>Forward Circular Sequential Hunt</b>	Forward Circular Sequential hunt. The start hunt member is the last selected member +1. Hunting then continues through the trunk members in a forward direction using circular hunting to the highest member, then starting over at the lowest member. The hunt continues in this manner until an idle member is found or all members are found busy.	n/c	n/c

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<b>Most Idle Hunt</b>	Most Idle - Least Idle trunk hunting. The number of trunks associated to a trunk group, where the HUNT TYPE equals "MLIDL", cannot exceed 192 members. This entry supports the Trunk Group Hunt Sequence Enhancements feature.	n/c	n/c
<b>Uniform Call Distribution Hunt</b>	Uniform Call Distribution. The start hunt member is randomly selected, then hunting follows Forward Circular Sequential Hunting.	n/c	n/c
<b>Additional Local Features:</b>			
<b>Anonymous Call Rejection</b>	Feature prevents callers from getting through who intentionally block their phone numbers. "Block the Blocker".	n/c	n/c
<b>Automatic Call Return</b>	This is a continuous redial feature that automatically redials the number of the last incoming call. Only works on customers served out of the same switch.	n/c	\$5.25 / line
<b>Automatic Redial</b>	The automatic redial feature automatically checks a busy line every thirty seconds for thirty minutes. When the line is free a special ring will notify you. If you lift the receiver in response to the ring, the number you were trying to reach will be automatically dialed. Feature only works on customers served out of the same switch.	n/c	\$5.25 / line
<b>B Channel Transfer</b>	Local incoming calls to branch locations are routed to a main location where the call can either be handled or transferred back out to a branch location.	n/c	\$21.95 / PRI T1 per month
<b>Forwarding Features:</b>			
<b>Call Forward Variable (Customer Programmable-Onsite)</b>	This feature allows the subscriber to forward all calls to a new number. This feature must be activated/ deactivated using a dialcode. The call forward number must be programmed each time a new feature is activated.	n/c	\$5.25 / number \$5.25 / path

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<b>Call Forward Variable- Feature Button (Customer Programmable-Onsite)</b>	This feature allows the subscriber to forward all calls to a new number. This feature must be activated/deactivated using a dialcode. The call forward number can be preset or changed using a dialcode.	n/c	\$5.25 / number \$5.25 / path
<b>Call Forward Variable Remote Access (Customer Programmable-Offsite)</b>	This feature allows the subscriber to call forward all calls to a new number. This features must be activated/deactivated using a dialcode. The call forward number must be programmed each time the feature is activated. The user is also able to activate/deactivate this feature from a remote location using a touchtone phone using an 800 number and a PIN.	n/c	\$5.25 / number \$5.25 / path
<b>Call Forward Variable -Feature Button- Remote Access (Customer Programmable-Offsite)</b>	This feature allows the subscriber to call forward all calls to a new number. This feature must be activated/ deactivated using a dialcode. The call forward number must be programmed each time the feature is activated. The user is able to activate/ deactivate this feature from a remote location using a touch tone phone, using an 800 number and a PIN. The call forward to number must be preset.	n/c	\$5.25 / number \$5.25 / path
<b>Call Forward Don't Answer All Calls</b>	With this feature, calls to a line that is not answered after a customer specified number of seconds will be forwarded to a pre-selected telephone number. The customer does not program this feature, nor do they activate/ deactivate the feature. The feature is always on.	n/c	\$5.25 / number \$5.25 / path
<b>Call Forward Don't Answer- Feature Button</b>	This feature re-directs all calls to a preset number when the called number is not answered after a customer specified number of rings. The subscriber can activate and deactivate the forwarding function, change the preset forward- to DN or change the number of rings (in seconds) via dial codes.	n/c	\$5.25 / number \$5.25 / path
<b>Call Forward Busy Line All Calls</b>	This feature directs all calls attempting to terminate to a busy line to be forwarded to a telephone number that the customer specifies. Customer does not control the forward number, and the feature is always on.	n/c	\$5.25 / number \$5.25 / path
<b>Call Forward Busy Line- Feature Button</b>	This feature directs all calls attempting to terminate to a busy line to be forwarded to a telephone number that the customer specifies. The subscriber can activate/ deactivate the forwarding function and change the preset forward to dialed number via dialcodes.	n/c	\$5.25 / number \$5.25 / path

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<b>Call Forward Remote</b>	All calls are forwarded to a preset number. Customer has no access to make changes. The working telephone number terminates physically in our switch, rather than in the customer location. The feature forwards calls to another preprogrammed phone number. Usage charges also apply on every call that is forwarded.	n/c	\$5.25 / path \$21.95 / number
<b>Call Forward Plus</b>	Call Forward Busy Line All Calls, Call Forward Don't Answer All Calls and Call Forward Variable bundled.	n/c	\$8.50 / number \$8.50 / path
<b>Call Forward Plus Feature Button</b>	Call Forward Busy Line All Calls Feature Button, Call Forward Don't Answer Feature Button, and Call Forward Variable Feature Button ALL bundled.	n/c	\$8.50 / number \$8.50 / path
<b>Call Hold</b>	Feature allows a customer to simply put an active call on hold when using a phone without a HOLD button or to put an active call on hold and answer another incoming call. Flash the switchhook to put the first call on hold and place the second call. After the second call has completed, flash the switchhook again to be connected to the first call.	n/c	\$5.25 / line
<b>Call Hold</b>	Feature allows a customer to simply put an active call on hold when using a phone without a HOLD button or to put an active call on hold and answer another incoming call. Flash the switch hook and dial the # sign to put the first call on hold and place the second call. After the 2nd call has completed, flash the switch hook and dial the # sign to be connected to the 1st call.	n/c	\$5.25 / line
<b>Call Privacy</b>	This feature blocks your number from being displayed on a Caller ID device. Arrangements can be made to have all of your outgoing calls blocked in which case you could have the option of de-activating the service to display your number on a per call basis.	n/c	n/c
<b>Call Trace (Customer Originated)</b>	The call trace feature allows an end user to request an automatic trace of the last incoming call. This feature provides a user a easy way to trace an annoyance, obscene or threatening call that you wish to have investigated. The results of the trace are not provided directly to the end user, but rather to an authorized agency, such as the service provider or a law enforcement agency. A subscriber can then follow up on the trace.	n/c	n/c
<b>Call Transfer Plus</b>	Allows the end user to receive an incoming call, then transfer the calling party to any other number. Comes with Three Way Calling.	n/c	\$5.25 / line or channel

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<b>Call Waiting Plus</b>	The call waiting feature notifies a subscriber that there is a second incoming call. The first call can be put on hold to take the second call. The subscriber can then alternate between the two calls. The call waiting feature can be de-activated if the subscriber doesn't wish to be interrupted during a call, by using a dialcode. Anyone calling the subscriber while call waiting is deactivated receives normal busy treatment.	n/c	\$5.25 / line
<b>Caller ID (incoming)</b>	Caller ID displays the number of an incoming call before you answer the phone, or if you are on a call.	n/c	\$5.25 / line or channel
<b>Caller ID Plus Name (incoming)</b>	Caller ID displays the number and the name of an incoming call before you answer the phone, or if you are on a call.	n/c	\$5.25 / line
<b>Caller ID (outgoing)</b>	Caller ID displays the number of an outgoing call.	n/c	n/c
<b>Caller ID Plus Name (outgoing)</b>	Caller ID displays the number and name of an outgoing call.	n/c	n/c
<b>DID DNIS</b>	Feature translates DID numbers to a customer specified digit translation	\$105 Setup	n/c
<b>Interoffice Dialing (Four Digit Dialing)</b>	Feature allows customers with multiple locations to dial their other IntraLATA locations using only four digits.	ICB	ICB
<b>Foreign Exchange Service</b>	Telephone numbers outside their Rate Center directed to their site. DID Only and Lines with Originating and Terminating capability. A 911 Disclaimer document has to be signed by the customer.	ICB	ICB
<b>Direct Trunk Overflow</b>	The working telephone number terminates physically in our switch, rather than in the customer location. The trunk group is call forwarded when all the members are busy or the Trunk Group is out of service. The next route is a telephone number in the same switch that is remote call forwarded to another telephone number.	n/c	\$21.95 / number "For up to 24 paths"

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<b>Speed Calling (8 &amp; 30)</b>	This feature allows customers to store frequently called numbers of up to 32 characters in length and assign a one digit code using 2 through 7 (for Speed Call 8 subscribers), or a two digit code using 20-49 (for Speed Call 30 subscribers), to each number. Once having stored the numbers the customer may then place a call by dialing the assigned code. Dialcodes are used to change your speed call list.	n/c	\$5.25 / line
<b>*ANI*DNIS*</b>	Feature allows the end user to identify the calling party (by the 10 digit ANI) or the origination location (by area code and/or exchange) prior to the call answer for special treatment. DNIS is also sent.	\$50 / Trunk Group	\$17.00 / trunk group
<b>Three-Way Calling</b>	Feature allows an end user to add a third party to an existing call without operator assistance. The switchhook is flashed, 3rd party number is dialed, and switchhook is flashed again, to join the parties. The subscriber may go on-hook after using the Three- Way Calling feature, allowing the remaining two parties to stay connected, thereby transferring the call.	n/c	\$5.25 / line or channel
<b>Queuing (Uniform Call Distribution w/ generic Announcement)</b>	A standard announcement is provided to incoming calls while waiting for an available line.	n/c	\$5.25 / line or channel
<b>Account Codes (non verified)</b>	Allows a fixed length ( 1 to 15 numercs) non verified account codes to be entered after dialing local &/ or non local number.	n/c	n/c
<b>Account Codes (non verified w/ 1 +8xx service)</b>	Allows a fixed length ( 1 to 15 numercs) non verified account codes to be entered after dialing local &/ or non local number plus 1 + 8xx numbers.	n/c	n/c
<b>Directory Assistance</b>		\$ .85	
<b>Toll- Restriction (1+ and 0+ Blocking)</b>	Provides the subscriber with local dialing capabilities but blocks any customer- dialed call that has a long distance charge associated with it.	n/c	n/c
<b>Account Codes/ Verified</b>	A specific or valid account code must be entered in order for the call to be processed. Account codes are available from two through fifteen digits in length for both Switched and Dedicated access.	\$17 Setup	\$17 / account

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<b>8XX Blocking</b>	This feature provides the ability to allow or disallow based on info digits (27 code from payphones), or add surcharge. This can be done per TFN# or for entire customer profile,	\$100	\$31.87 per account for any combination of Advanced Routing, Screening or Blocking
<b>Percent Call Allocation</b>	Provides end users the ability to route calls to multiple call centers based on a predetermined percentage of calls received.	\$100	\$31.87 per account for any combination of Advanced Routing, Screening or Blocking
<b>900/ 700 Blocking</b>	This feature provides the ability to block all calls beginning with the 900 or 700 prefixes.	n/c	n/c

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## 5 INTRALATA TOLL PRESUBSCRIPTION

### 5.1 General

IntraLATA toll presubscription is a procedure whereby an end user or Pay Telephone Service Provider may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user or Pay Telephone Service Provider may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user or Pay Telephone Service Provider preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user of Pay Telephone Service Provider selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Telephone Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

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



## 5.2 Presubscription Charge Application

### 5.2.1 Initial Free Presubscription Choice for New Users

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

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

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

### 5.2.2 Charge for IntraLATA Toll Presubscription

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

### 5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

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

## 5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")

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

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

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

### 5.3.2 Verification of Orders for Telemarketing

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

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

- 5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;
- 5.3.2.1.B The decision to change the PIC to the ITP; and
- 5.3.2.1.C The customer's understanding of the PIC change fee; or
- 5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or
- 5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).
- 5.3.3 The Company will follow the Federal Communications Commission's and the Maryland Public Service Commission's (if issued) regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.
- 5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

#### 5.4 PIC Switchback Options

##### 5.4.1 Customer denies requesting change of ITP.

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

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

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

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

## 5.5 IntraLATA Preferred Carrier Freeze Selection

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

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

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

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

#### Marketing of PIC Freeze Option

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

### 5.6 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service.

### 5.7 Rates and Charges

5.7.1 Charge for ITP Carrier Change \$15

5.7.2 Charge for Switchback Carrier Change \$15