

Tariff Schedule Applicable to  
**Resold Interexchange and Resold Local Exchange Services**

Telecommunications Services Furnished by

Telco Experts, LLC

Between Points within the State of Maryland

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Issued: April 1<sup>st</sup>, 2015\_\_\_\_\_

Effective date: May 6<sup>th</sup>, 2015\_\_\_\_\_

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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.

## CHECK SHEET

Sheets 1 through **90** inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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## CHECK SHEET

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**SECTION 1 - GENERAL**

## 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 customers only.

1.2.3 The Company's service territory is statewide with local calling areas consistent with the entire Verizon-MD service area as well as Windstream and/or Earthlink's Maryland's tariff on file with the Commission, as amended from time to time.



**SECTION 1 – GENERAL****1.3 Definitions**

- 1.3.1 “Carrier,” “Company” or “Utility” refers to Telco Experts, LLC
- 1.3.2 “Account” is either a Customer’s physical location or individual service represented by a unique account number within the billing hierarchy. Multiple services each with a unique account number may be part of one physical location.
- 1.3.3 “Advanced In-Only” is a trunk with DID and Hunting In only trunk with Direct-Inward-Dialing (DID) feature. Requires a DID trunk circuit termination.
- 1.3.4 “Advance Payment” is part or all of a payment required before the start of service.
- 1.3.5 “Applicant” is the individual, firm, partnership, association, corporation, etc., which has t=applied to Company for Services provided as set forth in this Tariff.
- 1.3.6 “Automatic Number Identification” (ANI): Allows the automatic transmission of a caller’s billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.
- 1.3.7 “Authorized User” is a person, firm, or corporation, who is authorized by the customer to be connected to the service of the customer.
- 1.3.8 “Basic In-Only” is a one-way trunk which allows traffic from the central office switch to be transmitted to the PBX.
- 1.3.9 “Basic Local Exchange Service” encompasses \* Single-party service; \* Voice grade access to the public switched network; \* Support for local use; \* Dual tone multifrequency signaling(Touch-tone); \* Access to emergency services (911); \* Access to operator services; \* Access to Interexchange services; \* Access to directory assistance; and \* Toll services.

**SECTION 1 - GENERAL**

## 1.3 Definitions (Cont'd)

- 1.3.10 "Basic Out-Only" is a one-way trunk which only allows traffic originating in the PBX to be transmitted to the central switch.
- 1.3.11 "Basic Two-Way" is a trunk which allows traffic originating in the PBX to be transmitted to the central office switch.
- 1.3.12 "Calls" are defined as telephone messages completed by Customers.
- 1.3.13 "Call Forwarding" allows calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.
- 1.3.14 "Call Forwarding Busy" allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be forwarded to a number different from DID calls.

**SECTION 1 - GENERAL**

## 1.3 Definitions (Cont'd)

1.3.15 "Call Forwarding Variable" when this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, or to the attendant position. The attendant may also activate this feature for a station line user.

1.3.16 "Carrier" is an entity certified by the Commission to provide telecommunications Services within the State of ~~Minnesota~~ Maryland

1.3.17 "Central Office" is a unit of the RBOC's system that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. More than one (1) central office may occupy a building.

1.3.18 "Channel" A communications path between two or more points of termination Charges Monthly recurring and nonrecurring amounts billed to Customers for services.

1.3.19 "Commission" The Maryland Public Service Commission

1.3.20 "Company" Telco Experts, LLC. (Telco Experts or Company) the issuer of this tariff.

1.3.21 "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.

1.3.22 "Customer" Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Telco Experts.

1.3.23 "Customer Contract" A written agreement between the Customer and Telco Experts containing or referring to the rates and regulations applicable to the service being provided.

**SECTION 1 - GENERAL****1.3 Definitions (Cont'd)**

- 1.3.24 "Customer Premises Equipment" All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Telco Experts or another supplier and leased to the Customer.
- 1.3.25 "Delinquent or Delinquency" An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.
- 1.3.26 "DID" (Direct Inward Dialing) a service attribute that routes incoming calls directly to stations, by-passing a central answering point.
- 1.3.27 "Directory Listing" The publication in alphabetical directory published by an incumbent local exchange carrier ("ILEC") of information relative to a subscriber's telephone number, by which telephone Authorized Users are enabled to ascertain the telephone number of a desired individual or business.
- 1.3.28 "Direct Outward Dial" (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.  
Disconnect or Disconnection the disabling of circuitry to prevent outgoing and/or incoming calls.
- 1.3.29 "Due Date" The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by", "pay by", "if paid by", or other such language on the Customer's bill.
- 1.3.30 "End User" Any person, firm, corporation, partnership or other entity that uses the Services of Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer. Also see "Authorized User."
- 1.3.31 "Exchange" A unit established for the administration of local communication services.

**SECTION 1 - GENERAL**

## 1.3 Definitions (Cont'd)

- 1.3.32 "Exchange Service" A local communications service furnished by means of local exchange plant and facilities.
- 1.3.33 "Facility or Facilities" Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths, and Systems, which are provided by Company and Utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.
- 1.3.34 "Federal Communications Commission" (or "FCC"): Independent government agency that develops and implements policy concerning interstate and international communications.
- 1.3.35 "Force Majeure" Causes beyond Company's control, including but not limited to acts of G-d, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation related thereto.
- 1.3.36 "Hunting"- Routes a call to an idle station line in a prearranged group when the called station line is busy.
- 1.3.37 "Incumbent Local Exchange Carrier" is the local exchange carrier that has Section 251(c) obligations under the Federal Telecommunications Act.
- 1.3.38 "Individual Case Basis" is a rate, charge, or condition of the tariff as determined by individual circumstances.
- 1.3.39 "Inside Wiring" is wiring on the premises beyond the demarcation point.
- 1.3.40 "Installation Charges" are charges, which are assessed on a non-recurring basis at the establishment of a Service.

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**SECTION 1 – GENERAL****1.3 Definitions (Cont'd)**

- 1.3.41 “Interexchange Service” is the provision of intrastate telecommunications services and facilities between local exchanges.
- 1.3.42 “InterLATA Service” is the completion of calls between Local Access and Transport Areas. Any call terminating beyond the LATA of the originating caller
- 1.3.43 “IntraLATA Service” is the completion of calls between points within the boundaries of a Local Access and Transport Area. Calls terminating within the LATA of the originating caller
- 1.3.44 “Joint User” is a person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.
- 1.3.45 “Local Access and Transport Area” or LATA A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.
- 1.3.46 “Local Exchange Carrier or LEC” is a telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.
- 1.3.47 “Month” For billing purposes, a month is considered to have thirty (30) days.
- 1.3.48 “Operator” An automated or live operator.
- 1.3.49 “Premise Visit” This charge applies when a technician is dispatched for Premise Work. This charge could be in addition to the Schedule I, Schedule II or Schedule III charges for time and labor. This charge also applies if a technician is dispatched to the customer location and cannot gain access to the customer premises at the scheduled time.

**SECTION 1 – GENERAL****1.3 Definitions (Cont'd)**

- 1.3.50 “Premises” are the space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.
- 1.3.51 “Rates” The usage amounts billed to customers for regulated services and/or equipment.
- 1.3.52 “Record Order” is the written request for the addition, removal or modification of the records for a Customer by Telco Experts in the format designated by Telco Experts. The agreement between the Customer and acceptance by Telco Experts for the record order charge initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of Telco Experts.
- 1.3.53 “Recurring Charges” are the monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.
- 1.3.54 “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.55 “Service Order” is the written request for Network Services executed by the Customer and Telco Experts in the format designated by Telco Experts. The signing of a Service Order by the Customer and acceptance by Telco Experts initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of Telco Experts, but the duration of the service is calculated from the service commencement date.
- 1.3.56 “Suspend or Suspension” is to disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.
- 1.3.57 “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

## SECTION 1 - GENERAL

### 1.3 Definitions (Cont'd)

1.3.58 "Timely Payment" is a payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Telco Experts for a series of partial payments to settle a delinquent account.

1.3.59 "Underlying Carrier" is the telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic

1.3.60 "User" A Customer or any other person authorized by a Customer to use service provided to the Customer under a Telco Experts tariff.



**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

The Company intends to offer local and long distance services to business Customers within the State of Maryland under the terms and conditions of this tariff. All services provided are done so via resold facilities; as determined by the Company.

**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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.2 Obligations of the Customer (Cont'd.)

## 2.2.1 The customer shall be responsible for, (Cont'd.)

2.2.1.5 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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.2 Obligations of the Customer (Cont'd.)

- 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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.3 Liability of the Company

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

2.3.2 Service Irregularities

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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.3 Liability of the Company (Cont'd.)

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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.3 Liability of the Company (Cont'd.)

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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.3 Liability of the Company (Cont'd.)

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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.4 Application for Service

## 2.4.1 Minimum Contract Period

- 2.4.1.1 Service is provided on the basis of a minimum period of at least one (1) year, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) calendar days. The minimum service period may be longer pursuant to written agreement between the Company and the Customer also referred to as a "Service Agreement". However, if a new 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 year in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.



**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.4 Application for Service (Cont'd)

2.4.2 Cancellation of Service

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Payment for Service**

2.5.1 Service will be billed directly by the Company on a monthly basis as set forth 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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**~~2.5 — Payment for Service (cont'd)~~

~~2.5.5 If Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the customer shall pay the reasonable attorney fees and costs incurred by Company in prosecuting such proceedings and any appeal there from. If the Company is required to use a collection agency to collect fees owed, customer shall pay collection agency's fees. If objection is not received by the Company within thirty days after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection maybe considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer over payments that are refunded within 30 days after the overpayment is received by the Company.~~

~~Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.~~

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****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 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.

2.6.4 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)..

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****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 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Section 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 20.30.03.01B(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 **(1-800-795-6200)** for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.8 Customer Complaints and Billing Disputes (Cont'd)

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.

## 2.9.2 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

## 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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Returned Check Charge**

The charge for a returned check is twenty-five dollars (\$25.00)

**2.12 Directory Assistance Call Allowance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Business customers are provided with a maximum of two (2) listings per each call to Directory Assistance.

**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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.14 Termination of Service (Cont'd)

## 2.14.1 Denial of Service Without Notice (Cont'd)

- 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.



**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.14 Termination of Service (Cont'd)

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

2.14.2.1. 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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.14 Termination of Service (Cont'd)

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

2.14.2.1. 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.

## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### 2.14 Termination of Service (Cont'd)

#### 2.14.3 Insufficient Reasons for Denial of Service

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

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

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

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

2.14.3.1. D Failure to pay directory advertising charges;

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.14 Termination of Service (Cont'd)

## 2.14.3. Insufficient Reasons for Denial of Service (Cont'd)

2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer (Cont'd)

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 bona fide 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 nonresidential classes of service.

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

## 2.15 Provision of Service and Facilities

## 2.15.1 Unlawful Use of Service

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.

2.15.3 Assignment Provisions - A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****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 Abuse of Service**

Abuse, fraudulent use, harassment, and like terms include, but are not limited to the following situations:

2.17.1 The use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass employees of the Company and/or others;

2.17.2 The use of profane, obscene, or otherwise threatening language;

2.17.3 The impersonation of another with fraudulent intent;

2.17.4 The use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;

2.17.5 The use of the service for any purpose other than as a means of communication;

2.17.6 The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.17 Abuse of Service (Cont'd)

2.17.7 The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service charge for such service;  
any use of service or known plans to use the service in a manner contrary to the security of the United States of America or contrary to the safety or security of its citizens.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.18 Telephone Solicitation by Use of Recorded Messages

2.18.1 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.

2.19 Incomplete Calls

2.19.1 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.

2.20 Overcharge/Undercharge

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

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



**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.21 Customer Equipment and Channels

## 2.21.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

## 2.21.2 Station Equipment

2.21.2. A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.21 Customer Equipment and Channels (Cont'd)

2.21.3 Return of Equipment

2.21.3. A Customer will return to Company within five (5) business days of termination of Service all Company provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

2.21.3. B Reserved for Future Use

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.21 Customer Equipment and Channels (Cont'd)

## 2.21.4 Interconnection of Facilities

- 2.21.4. A Any special interface equipment necessary to achieve compatibility between facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.21.4. B Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.21.4. C Services furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.21.4.D Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).
- 2.21.4.E The Company does not recommend, nor endorse in any way, any configuration where alarm systems of any type are routed through PBX equipment, or any other similar equipment which may be prone to fail in case of electricity surges, power outages, etc. The Company does not assume any liability for any damages resulting, directly or indirectly, from such configuration.

### **SECTION 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. The Company may file a promotional offering on one days notice to the Commission.

#### **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 tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

#### **3.4 Customized Pricing Arrangements (“CPAs”) Offerings**

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

**SECTION 3 - DESCRIPTION OF SERVICES****3.5 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

**3.6 800 Service (Toll-Free)**

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

**3.7 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**3.8 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DSO level.

**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.9 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and ~~out-pulls~~ ~~ing~~ outpulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

## 3.10 Basic Local Exchange Service

## 3.10.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- 3.10.1.A receive calls from other stations on the public switched telephone network;
- 3.10.1.B accesses the Company Local Calling Services and other Services as set forth in this tariff;
- 3.10.1.C access interexchange calling services of the Company and of other carriers;
- 3.10.1.D access (at no additional charge) to Company operators and business office for service related assistance;
- 3.10.1.E access toll-free telecommunications services such as 800 NPA; and access toll free emergency services by dialing 0 or 9-1-1 (where available);
- 3.10.1.F access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

### SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

#### 3.10 Basic Local Exchange Service (Cont'd)

Individual line Basic Local Exchange Service is comprised of exchange access lines defined as follows:

**Exchange Access Line** - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

#### 3.11 Optional Calling Features

The features in this section are made available on an individual basis. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

##### 3.11.1 Feature Descriptions

**Anonymous Call Rejection** - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

**Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

**Call Forwarding** - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.



**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

## 3.11 Optional Calling Features, (Cont'd.)

## 3.11.1 Feature Descriptions (Cont'd)

**Call Forwarding Busy Line** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

**Call Forwarding Don't Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

**Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

**Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

**Call Trace** - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

**Call Waiting / Call Waiting with Caller ID** - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switch hook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

## 3.11 Optional Calling Features, (Cont'd.)

## 3.11.1 Feature Descriptions (Cont'd)

**Caller ID-Number Only** - Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

**Caller ID Name and Number** - Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

**Priority Call** - Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

**Speed Calling 8** - Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

**Three-Way Calling** - Allows the Customer to add a third party to an existing conversation.

**Caller ID or Caller ID with Name for Digital Service (PRI)**

The Caller ID and Caller ID with Name services allow a customer to see a caller's name and number previewed on a display screen before the call is answered, allowing Customer to prioritize and/or screen incoming calls. These features have the ability to display the name, number, date and time of each incoming call-including calls that are not answered by the customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the customer to provide the necessary CPE. Additionally, it is necessary for the customer to ensure correct programming of the feature(s).

The charge for this service is currently \$150 per trunk per month with a maximum of \$300.00 per trunk per month.

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

## 3.12 Directory Assistance Services

## 3.12.1 General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance (DA).

A call to DA is considered completed whether or not the number(s) requested are available from DA records.

The Directory Assistance call allowances set forth in Section 2.12 apply.

## 3.13 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line.

Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.14 Operator Services**

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

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

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

**Third Party Billed** - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

**Collect Calls** - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.15 Directory Listing Service****3.15.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

**3.15.2 Listings****3.15.2.1 Primary Listing**

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

**3.15.2.2 Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Departments, Divisions, Trade names, etc.

In connection with business service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

## 3.15 Directory Listing Service (Cont'd)

## 3.15.2 Listings (Cont'd)

## 3.15.2.2 Additional Listings (Cont'd)

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service. Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business classification as the service with which such listings are furnished.

## 3.15.2.3 Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

## 3.15 Directory Listing Service (Cont'd)

## 3.15.2 Listings (Cont'd)

## 3.15.2.3 Nonpublished Service (Cont'd)

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

## 3.15.2.4 Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.16 Miscellaneous Services****3.16.1 Remote Call Forwarding (RCF)**

Remote Call Forwarding is a service that utilizes an underlying carrier's switch to automatically forward all incoming calls dialed to the remote call forwarding number to another number.

Rates	Non-Recurring	Monthly Recurring
RCF		
Per number	\$100.00	\$25.00

**3.16.2 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**3.16.3 Vanity Number Service**

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

MRC	\$25.00 per month per Number
-----	------------------------------

**3.16.4 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the IntraLATA and InterLATA long distance carrier(s) selected by the Customer.



**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.17 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

**3.17.1 Features Offered on a Monthly Basis**

The following optional calling features are offered to Switched Service Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

	Monthly Charges
Optional Calling Feature Business	
Call Block	\$5.00
Call Forwarding Variable	\$4.95
Call Forwarding - Busy Line	\$4.95
Call Forwarding - Don't Answer	\$4.95
Call Forwarding - Busy Line (Variable)	\$4.95
Call Forwarding - Don't Answer (Variable)	\$4.95
Call Trace	\$7.00
Call Waiting – Standard	\$7.00
Call Waiting – Deluxe	\$8.95
Repeat Dialing	\$6.00
Call Return	\$4.95
Three Way Calling	\$4.95
Caller ID – Basic	\$6.00
Caller ID - Deluxe with ACR	\$10.00
Caller ID - Deluxe without ACR	\$10.00
Hunting	\$5.00

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

## 3.17 Optional Calling Features (Cont'd)

## 3.17.2 Features Offered on a Per Use Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Optional Calling Features	Per Call
Three-Way Calling	\$0.95
Call Return	\$0.95
Repeat Dialing	\$0.95
Calling Number Delivery Blocking	\$0.95

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

## 3.18 Complex Optional Calling Features

## 3.18.1 Description

These features will include Custom Calling and CLASS features such as Call Forwarding, Call Waiting, Caller ID, etc.

3.18.2	Rates Per Order Non-Recurring	Per Feature Monthly Recurring
Optional Calling Feature (with the exception of Caller ID) per feature	\$30.00	\$4.95
Automatic Call Return		\$6.00
Call Forward All Calls		\$6.00
Automatic redial		\$6.00
Call Forward Busy		\$6.00
Call Forward Don't Answer		\$6.00
Call Fwd. Remote Access		\$9.00
Call Forward Variable		\$6.00
Call Trace		\$6.00
Call Waiting		\$6.00
Caller ID	\$30.00	\$7.50
Caller ID Blocking	No charge	No charge
Caller ID with Name	\$56.00*	\$8.00*
Caller ID with Name per PRI	\$75.00*	\$125.00*
DID DNIS	\$56.00	\$15.00

\*Caller ID and Caller ID with Name service are furnished by the Company, and the Company will attempt to deliver all names and/or numbers, subject to blocking, technical limitations and the availability of third-party information.

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## Section 4 – RATES AND CHARGES

### 4.1 Calculation of Rates

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

#### 4.1.1. A Usage Charges for Dedicated Service

	Current
Intrastate Rate Plan	\$.035/minute
Intra LATA Regional Plan	\$.029/minute
Local Calling Plan	\$.015/minute

#### 4.1.1. B. Usage Charge for Switched Service

	Current
Intrastate Rate Plan	\$0.059/minute
Intra LATA Regional Plan	\$0.059/minute
Local Calling Plan	\$0.019/minute

Local Calls are billed in one minute increments. Intrastate and Intra LATA calls are billed in six second increments with a thirty second minimum. Toll-free Intra LATA, Inter LATA and Interstate are also billed in six second increments with a thirty second minimum.

4.1.2 Short Call Duration for Switched and Dedicated Services—if more than 10% of calls made per month are under 6 seconds in length, there will be a surcharge of \$.01 for each such call

**SECTION 4 – RATES AND CHARGES (CONT'D)**

## 4.1 Calculation of Rates (Cont'd)

- 4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 4.1.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 4.1.5 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 4.1.6 All times refer to local time.

**SECTION 4 – RATES AND CHARGES (CONT'D)****4.2 Basic Business Line Service**

Basic Business Line Service provides a Customer with one or more analog; voice-grade telephonic communications channels that can be used to place or receive one call at a time. Basic Business Lines are provided for connection of Customer provided single-line terminal equipment such as station sets or facsimile machines.

Business Trunks are designed to handle high-traffic volumes associated with connection to Customer provided PBX equipment.

MRC	\$21.50
Installation Charge (NRC)	\$41.20

**4.3 Local Calling Plans**

Carrier offers customers ordering business services bundles of local calling minutes at rates dependent on service type and terms the following plans:

	Current MRC
10K Local Minutes	\$40.00
20K Local Minutes	\$49.95

**4.4 Busy Line Verify and Line Interrupt Service**

	Rates Per Request
Busy Line Verify Service	\$0.75
Busy Line Verify and Busy Line Interrupt Service	\$1.55

**SECTION 4 – RATES AND CHARGES (CONT'D)**

4.5 Dial-Around Compensation Surcharge for Payphones

4.5.1 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:

- 4.5.1. A. Calling card service
- 4.5.1. B. Collect calls
- 4.5.1. C. Third party billed
- 4.5.1. D. Directory Assistance calls
- 4.5.1. E. Pre-paid card service

4.5.2 The Surcharge does not apply to:

- 4.5.2. A. Calls paid for by inserting coins
- 4.5.2. B. Calls placed from stations other than public/semi-public payphones
- 4.5.2. C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
- 4.5.2. D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

4.5.3 The Dial around Compensation Surcharge rate is \$0.50 per call.

**SECTION 4 – RATES AND CHARGES (CONT'D)****4.6 Service Area**

The Company includes all the exchanges in the Windstream/Paetec and Earthlink footprint as well as the entire Verizon-MD service area. Where facilities are available.

**4.7 Exchange Areas Serviced**

Local Calling Areas: Company will offer Services as specified between the Windstream/Paetec interconnection agreement with Verizon in the State of Maryland. The NXXs associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area.



**SECTION 4 – RATES AND CHARGES (CONT'D)**

## 4.8 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	NRC
Line Connection Charge	
First Line	\$87.00
Each Additional Line	\$40.00
Line Change Charge	
First Line	\$28.00
Each Additional Line	\$28.00
Secondary Service Order Charge	\$24.75

## 4.9 Directory Listing Service

	MRC
Primary Listing	\$0.00
Additional Listing	\$5.00
Foreign Listing	\$5.00
Nonlisted Telephone Service	\$2.50
Nonpublished Telephone Service	\$2.75

## SECTION 4 – RATES AND CHARGES (CONT'D)

### 4.10 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and Digital/DS1 service.

### 4.11 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed.

The rates for Maintenance of Service vary by time per Customer request.

Duration of time per technician	\$42.00
Each Additional 15 minute increment	\$16.00

### 4.12 Restoration of Service

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

	Business
Per occasion – Switched Service	\$65.00
Per occasion – Dedicated Service	\$100.00

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## SECTION 4 – RATES AND CHARGES (CONT'D)

### 4.13 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made.

Meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A. Governmental fire-fighting, Maryland State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken.

An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

### 4.14 Operator Services

	Per Call Charge
Operator Dialed Calling/Credit Card Call	\$3.25
Person-to-Person	\$3.25
Third Party Billed	\$3.25
Collect Calls	\$3.25

### 4.15 Directory Assistance

Per Call Charge	\$1.99
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**SECTION 5 – INTRALATA TOLL****5.1 General**

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider (“ITP”) to access IntraLATA toll calls without dialing an access code. The end user 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 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 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 Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user 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 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 is subject to the terms and conditions in Section 5.2.

**SECTION 5 – INTRALATA TOLL (CONT'D)****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) who subscribe to service will be asked to select a primary ITP when they place an order for 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 is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

- 5.2.1. A. 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.
- 5.2.1. B. 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 Company.
- 5.2.1. C. 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 5.3.1 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 5.3.1.

**SECTION 5 – INTRALATA TOLL (CONT'D)****5.2 Presubscription Charge Application (Cont'd)****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 who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users 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 Company.

**5.3.2** The Company will follow the Federal Communications Commission’s and the Maryland Public Service Commission’s regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

**SECTION 5 – INTRALATA TOLL (CONT'D)**

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

**5.3.3 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.**

**SECTION 5 – INTRALATA TOLL (CONT'D)**

## 5.4 PIC Switchback Options

## 5.4.1 Customer denies requesting change of ITP.

When the 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 Maryland 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 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 Company will change the customers ITP to the previous PIC.



5.5 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.

5.6 ITP Change Charge

5.6.1 Charge for ITP Carrier Change                    **\$ 5.00**

5.6.2 Charge for Switchback Carrier Change   **\$5.00**

**SECTION 5 – INTRALATA TOLL (CONT'D)**

5.7 1+ Rates

5.7.1 Commercial Switched Outbound (1+)  
Billing Minimum: Six Seconds  
Billing Increments: Six Seconds

Rate: \$ 0.079

5.7.2 Commercial Switched Inbound  
Billing Minimum: Thirty Seconds  
Billing Increments: Six Seconds

Rate: \$ 0.13  
MRC: \$5.95

5.7.3 Commercial Dedicated Outbound  
Billing Minimum: Six Seconds  
Billing Increments: Six Seconds

Rate: \$ 0.11

5.7.4 Commercial Dedicated 800/888/877 Inbound  
Billing Minimum: Thirty Seconds  
Billing Increments: Six Seconds

Rate: \$ 0.079

5.7.5 Directory Assistance  
Rate: \$ 1.99 per request

**SECTION 6 – ADVANCED SERVICES****6.1 ISDN PRI Service**

Customers are provided with simultaneous access, transmission and switching services via channelized transport. PRI is usually arranged into twenty-three 64-kilobit channels and a spare 64-kilobit channel for signaling and back-up.

**6.1.1 Supported services**

- 6.1.1. A. Receive caller ID telephone numbers on every call.
- 6.1.1. B. Combine local and long distance calling on a single circuit
- 6.1.1. C. ISDN PRI T-1 service can support one-way inbound (DID), one way outbound (DOD) or two-way (DID/DOD) traffic.
- 6.1.1. D. DID provides one-way inbound calling only terminating directly at the PBX station.
- 6.1.1. E. DOD provides for one-way outbound calling only. Outbound long distance calls will follow the IXC code for the trunk group in its entirety, not per channel.
- 6.1.1. F. DID/DOD allows for both inbound and outbound calling. Outbound long distance calls will follow the IXC of the trunk group, not the individual channels. This service is also referred to as two-way or combination trunks. Direct Trunk Overflow for calls being routed to an alternate number(s) to receive inbound calls.
- 6.1.1. G. Account Codes (verified and non-verified)
- 6.1.1. H. Multiple trunk Groups
- 6.1.1. I. Customized routing for inbound and outbound calls

**SECTION 6 – ADVANCED SERVICES (CONT'D)****6.1 ISDN PRI Service (CONT'D)****6.1.2 Recurring and Non-Recurring charges**

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's lines based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

Description	MRC	NRC
DID Station Numbers		
-First 20 DID Numbers	\$5.00	\$19.95
-Add'l 20 Number blocks	\$5.00	\$19.95
DID Trunk Termination		\$80.00
Nonrecurring Connection Charge:		\$300.00
Monthly Recurring Charges <sup>1</sup> :		
12 Months	\$450.00 plus loop cost	
24 Months	\$400.00 plus loop cost	
36 Months	\$375.00 plus loop cost	
Expedite Service Charge <sup>2</sup> per PRI		\$500.00

**6.1.3 B-Channel Transfer on PRI**

Allows two calls over an ISDN PRI between two end-users and a controller to be transferred so that the two end users are connected to each other, and the two B channels on the ISDN PRI are released and available for call handling. The controller can be a PBX or other intelligent peripheral devices. The number of transfers is limited to the number of B-channels the customer purchases.

B-Channel Transfer rates MRC \$50.00 per PRI

<sup>1</sup> Excludes usage charges; billed separately

<sup>2</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days. A request for expedited service(s) is not guaranteed.

**SECTION 6 – ADVANCED SERVICES (CONT'D)****6.2 Direct Trunk Overflow**

The Direct Trunk Overflow (DTO) feature, where available, gives the Customer another termination option if all of their DID trunks are busy. This all-trunks busy condition may be caused either by legitimate heavy incoming traffic or by a trouble condition where the T1 system is down and the 5ESS senses that trouble as an all-trunks-busy condition. During either busy condition, the incoming call attempts to terminate to the DID group. When the 5ESS sees all trunks busy, it will choose an alternate route for the call to a telephone number that is programmed in the 5ESS only. This telephone number has the Call Forward Remote feature assigned to it and forwards the call to a number chosen by the Customer.

Remote Access DTO enables the customer to activate and/or update the Call Forwarding on their DTO from any location. The customer uses a provided remote-access toll free number, the DTO Call Forwarding line and their four-digit PIN to review or change their call forwarding number.

	Monthly Recurring Charge	Non- Recurring Charge
Direct Trunk Overflow	\$49.95	\$25.00

**6.3 Emergency Call Forwarding Charge**

At the Business Customer's request, the Company may assist in activating or updating their Call Forwarding (or Call Forwarding on their DTO). The Company will provide this assistance at no cost to the Customer if the request is due to a problem with the underlying carrier's network. If it is not an underlying carrier network problem, then the Customer will be billed a non-recurring charge per line.

	Non-Recurring Charge
Emergency Call Forwarding	\$99.00 per line

**SECTION 6 – ADVANCED SERVICES (CONT'D)****6.4 Integrated/Channel Voice T1**

The Channel Voice T1 service provides customers with up to 24 channels of highly flexible, high capacity bandwidth. The Customer has the flexibility of bundling local exchange service and data services including MPLS VPN and Internet access\*. These voice and/or data services are provisioned on individual 64 Kbps channels which can total up to, but not exceed, 1.54 Mbps. Exchange Access Optional services and miscellaneous service rates contained in Sections 6 and 8 of this tariff are not included in Channel Voice T1 monthly recurring rates. MPLS VPN channels are provided with no priority queuing. Committed information rates higher than 0% will be provided in 16 Kbps increments and will be subject to standard pricing. Digital Data Service is available in 64 Kbps increments, and all mileage charges will apply in addition to the channel rate. A minimum monthly charge of \$500 applies to each Channel Voice T1 configuration. Additionally, all Channel Voice T1 configurations are subject to a minimum 1-year term commitment. An analog gateway is required for analog line terminations.

**6.4.1 Installation Charge**

Current  
\$300.00

**6.4.2 Monthly Recurring Charge**

Current  
\$500.00

**SECTION 6 – ADVANCED SERVICES (CONT'D)****6.5 Dynamic T**

The Dynamic T service provides customers with 1.0 to 3.0 Mbps of highly flexible, high capacity bandwidth that can be dynamically changed from up to 24 channels of voice capacity to 3.0 Mbps of Internet bandwidth or any combination of either at any given moment. The Customer has the flexibility of bundling local exchange service and data services including Internet access\*. These voice and/or data services are provisioned on one or two T1s utilizing the underlying carrier's gateways and the required underlying carrier's provided and Managed Integrated Access Devices (IAD) that allows for intermingling of the voice and Internet on the T1 which can total up to, but not exceed, 3.0 Mbps. The service can be converted to lines, PRI or T1 to interface with the customer's existing equipment. Miscellaneous Service rates contained in Sections 3 and 4 of this tariff are not included in Dynamic T monthly recurring rates. All Dynamic T configurations are subject to a minimum 1-year term commitment. An analog gateway is required for analog line terminations.

Dynamic T Customer Voice traffic has priority over Internet traffic.

6.5.1 In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's lines based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

**SECTION 6 – ADVANCED SERVICES (CONT'D)**

## 6.5 Dynamic T (Cont'd)

	<u>Current</u>
Nonrecurring Connection Charge:	\$500.00
	<u>Current</u>
Monthly Recurring Charges:	
12 Months	\$450.00 plus loop cost
24 Months	\$400.00 plus loop cost
36 Months	\$375.00 plus loop cost

## 6.5.2 Dynamic T – SIP Option

As an option, Dynamic T customers may elect to have Dynamic T delivered voice service handed off to them in SIP IP protocol as opposed to having their voice converted to lines, PRI, or T1. The customer must provide equipment capable of, and configured for, SIP IP voice delivery, including the ability to read and assign "IP Precedence" to Voice IP packets.

When the SIP option is elected, customers may not purchase local minute plans. All other Dynamic T optional services remain available at the prices and conditions set forth in this tariff.

MRC	\$50.00
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**SECTION 6 – ADVANCED SERVICES (CONT'D)**

## 6.5 Dynamic T (Cont'd)

## 6.5.3 Dynamic T Optional Services

## Optional Services

MRC	1 year	2 year	3 year
Four (4) Additional Voice Channels	\$300.00	\$200.00	\$100.00

## Domestic LD Bundle

2,000 minutes per month	\$50.00
3,000 minutes per month	\$75.00
4,000 minutes per month	\$100.00
Excess Interstate LD minutes per month per minute	\$0.055
Excess Intrastate LD minutes per month per minute	\$0.075

0.5 Mbps Add'l Dynamic T Data Access \$50.00

## IP Calling

8 Channels	\$50.00
12 Channels	\$75.00
16 Channels	\$100.00
24 Channels	\$150.00

## 6.6 Point-to-Point Service

The service connects two Customer-designated premises, either directly or through a hub where multiplexing functions are performed.

## 6.7 Multipoint Service

The service connects three or more Customer-designated premises through a Company hub. There is no limitation on the number of locations connected; however, when more than three points are provided in tandem, the quality of service may be degraded. If Company determines that it is not technically possible to provide multipoint service, Customer will be advised and given the opportunity to change the service order within 60 days.

**SECTION 6 – ADVANCED SERVICES (CONT'D)**

## 6.8 Ethernet Over Copper:

Service Speed	Monthly Recurring Charge:
Ethernet Over Copper 3MBs	\$400
Ethernet Over Copper 5MBs	\$625
Ethernet Over Copper 8MBs	\$925
Ethernet Over Copper 10MBs	\$1000
Ethernet Over Copper 20MBs	\$1500
Ethernet Over Copper 30MBs	\$3000

\*Internet access is a non-regulated offering

## 6.9 Digital Subscriber Line (DSL)

These services provide customers with a variety of copper-based high speed data capabilities. Service options include asynchronous and synchronous upload and download speeds.

All SDSL services are subject to availability and are not guaranteed to a customer until they are installed at the customer's premise and are working.

Nonrecurring Connection Charge:	Current \$199.00
Monthly Recurring Charges:	\$209.00

Asynchronous Speed	Monthly Recurring Charges
ADSL 1.5/384	\$70.00
ADSL 3.0/768	\$120.00
ADSL 8.0/1.0	\$180.00
ADSL 10/1.0	\$199.00
ADSL 15.0/1.0	\$220.00

DSL Circuit Installation	Non-Recurring Charges \$250.00
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**SECTION 7 - SPECIAL ARRANGEMENTS**

## 7.1 Special Construction

## 7.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

7.1.1. A. non-recurring type charges;

7.1.1. B. recurring type charges;

7.1.1. C. termination liabilities; or

7.1.1. D. combinations thereof.

## 7.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

7.1.2 A cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

7.1.2. A.1. equipment and materials provided or used,

7.1.2. A 2. engineering, labor and supervision,

7.1.2. A 3. transportation, and

7.1.2. A 4. rights of way;

**SECTION 7 - SPECIAL ARRANGEMENTS (CONT'D)**

7.1 Special Construction (Cont'd)

7.1.2 Basis for Cost Computation (Cont'd)

- 7.1.2 B. cost of maintenance;
- 7.1.2 C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 7.1.2 D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 7.1.2 E. license preparation, processing and related fees;
- 7.1.2 F. tariff preparation, processing and related fees;
- 7.1.2 G. any other identifiable costs related to the facilities provided;  
or
- 7.1.2 H. an amount for return and contingencies.

**SECTION 7 - SPECIAL ARRANGEMENTS (CONT'D)**

## 7.1 Special Construction (Cont'd)

## 7.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

7.1.3. A. The termination liability period is the estimated service live of the facilities provided.

7.1.3. B. Unless previously paid pursuant to 9.1.1 and 9.1.2, the amount of the maximum termination liability is equal to the estimated amounts for:

7.1.3. B.1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

7.1.3. B.1a. equipment and materials provided or used,

7.1.3. B.1b. engineering, labor and supervision,

7.1.3. B.1c. transportation, and

7.1.3. B.1d. rights of way;

7.1.3. B.2. license preparation, processing, and related fees;

7.1.3. B.3. tariff preparation, processing, and related fees;

7.1.3. B.4. cost of removal and restoration, where appropriate; and

7.1.3. B.5. any other identifiable costs related to the specially constructed or rearranged facilities.

**SECTION 7 - SPECIAL ARRANGEMENTS (CONT'D)**

7.1 Special Construction (Cont'd)

7.1.3 Termination Liability (Cont'd)

- 7.1.3. C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies.

The amount determined in section 7.1.3. B.1 preceding shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.