

Tariff Schedule Applicable to
Resold and Facilities – Based Local Exchange
Telecommunications Services Furnished by
Lumos Networks of West Virginia Inc.
Between Points Within the State of Maryland

Issued: November 2, 2009

Effective date: December 23, 2009

Mary McDermott, Senior Vice President-Legal and Regulatory Affairs
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Waynesboro, VA 22980

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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 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

Sheets 1 through 96 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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1 GENERAL

1.1 Explanation of Symbols

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

1.2 Application of the Tariff

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

1.2.3 (Cont'd)

Originating Exchange	Terminating Exchanges
Frederick	Brownsville, Buckeystown, Damascus, Emittsburg, Frederick, Middletown, Mount Airy, Myersville, New Market, Thurmont, Union Bridge, Walkersville
Hagerstown	Clear Spring, Falling Waters, W. Va., Hagerstown, Hancock, Keedysville, Myersville, Smithsburg, Williamsport
Cumberland	Cumberland, Flintstone-Oldtown, Frostburg, Grantsville, Hewitt, Pa., Lonaconing, McCoole, Mt. Savage, Ridgeley, W.Va., State Line, Pa., Wellersburg, Pa., and Westerport
Frostburg	Cumberland, Frostburg, Grantsville, Lonaconing, Mt. Savage, and Wellersburg, Pa.
Hancock	Berkeley Springs, W. Va., Clear Spring, Flintstone-Oldtown, Hagerstown, Hancock, Needmore, Pa., and Warfordsburg, Pa.
Oakland	Bittinger, Friendsville-Accident, Gormaniana, W. Va., Kitzmiller, Oakland and Westernport

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1.3 Definitions

- 1.3.1 "Business" customer is a non-residential customer.
- 1.3.2 "Carrier," "Company" or "Utility" refers to LUMOS NETWORKS of West Virginia Inc.
- 1.3.3 "Commission" means the Maryland Public Service Commission.
- 1.3.4 "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.
- 1.3.5 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.6 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.7 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.8 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides resold and facilities based local exchange services to business customers for communications originating within the state of Maryland, under the terms of this tariff.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

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

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- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of

customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

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

2.3.2 Service Irregularities

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

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

2.3.3 Claims of Misuse of Service

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

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

2.3.4 Defacement of Premises

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

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

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

2.3.6 Service at Outdoor Locations

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

from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

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

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

2.3.8 Limitation of Liability

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

2.4 Application for Service

2.4.1 Minimum Contract Period

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

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

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

2.4.2 Cancellation of Service

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

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

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

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

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

2.5 Payment for Service

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

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

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The

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

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

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

2.6 Customer Deposits

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

- 2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- 2.6.4.1 Was a customer of a Maryland utility within the preceding 2 years;
 - 2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - 2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
 - 2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1) and 20.30.03.01B(1).

2.8 Customer Complaints and Billing Disputes

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

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

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

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

2.8.3 The Company provides the following toll free number (1-877-468-3567) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

2.9 Allowance for Interruptions in Service

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

2.10 Taxes and Fees

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

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

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

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

Residential customers shall receive four free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

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

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2.14.2. Denial of Service Requiring Notice

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

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

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

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

2.14.2.1.D Non-payment of Bill.

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

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

- 2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
- 2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 2.14.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.)

2.14.3. Insufficient Reasons for Denial of Service

- 2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:
 - 2.14.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;
 - 2.14.3.1.B Failure to pay for a different class of service for a different entity;
 - 2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill;
 - 2.14.3.1.D Failure to pay directory advertising charges;
 - 2.14.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

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

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

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

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

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

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

PROVISION OF SERVICE AND FACILITIES

2.15 Unlawful Use of Service

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

- 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service

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

2.17 Telephone Solicitation by Use of Recorded Messages

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

2.18 Incomplete Calls

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

2.19 Overcharge/Undercharge

- 2.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
- 2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

3 DESCRIPTION OF SERVICES

3.1 Trial Services

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

3.2 Promotional Offerings

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

3.5 Directory Assistance Service

3.5.1 General

The Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.5.2 Regulations

3.5.2.1 The rates as set forth in Section 4, following, apply when customers request Company assistance in determining telephone numbers of customers who are located in the same local service area or who are not located in the same local service area but who are located within the LATA.

3.5.2.2 Charges for Directory Assistance are not applicable to calls to the Directory Assistance Service attendant from telephones where the customer, or a member of the customer's business, has been affirmed in writing as unable to use a Telephone Company provided directory because of a visual or physical handicap.

3.6 Local Operator Services

3.6.1 Operator assisted local calls are calls placed within the customer's local service area through an operator.

3.6.2 Local message charges for calls placed through an operator will be charged the same as for local calls dialed direct by the customer.

3.6.3 Operator Assistance charges do not apply for the following calls:

- calls to listed official public emergency agencies
- calls to official Company numbers
- calls from persons experiencing dialing difficulty
- calls from persons who are visually and/or physically disabled

3.7 Service Charges

Service Charges are those charges associated with work performed by the Company in connection with the provision of service for a customer.

3.7.1 Service Ordering Charge

- 3.7.1.1 One Service Ordering Charge is applicable for work performed to comply with a customer's request for new connections, To and From orders, inside moves or changes in telephone service or restoral of service after disconnection.
- 3.7.1.2 The term "per order" means all work or service requested at the same time by the customer, and is performed or provided on the same premises.
- 3.7.1.3 One Service Ordering Charge is applicable for each special circuit between points on separate premises. Multiple channels between the same point, or multi-point channels, or extensions on mileage channels requested at the same time are included under the same Service Ordering Charge.
- 3.7.1.4 Unless otherwise specified, the appropriate Service Ordering Charge is applicable for a customer request for service and is in addition to any Non-Recurring Charge (NRC) which may apply.
- 3.7.1.5 A Change of Record Order Charge will apply for each request for inside wire maintenance work from business customers who have not subscribed to the Inside Wire Maintenance Plan.

3.7.2 Line Connection Charges

- 3.7.2.1 Line Connection Charges are applicable but not limited to connecting, restoring or changing the following services:
 - 1. Main line services, including individual lines
 - 2. PBX trunks, manual or dial
 - 3. Channel services
 - 4. Key system trunks

In addition to the services listed, line connection charges are applicable to other services as specified in this Tariff.

Note: One line connection charge applies for connecting each line between the appropriate cable terminals serving different premises in the same building.

3.7.2.2 A line connection charge is applicable per line for telephone number changes made at the customer's request.

3.7.2.3 Line Connection Charges apply each time service is established at a location except for the following:

1. When service is assumed prior to disconnection and no outstanding balance/charges are due, and,
2. When there is only a change in account name/responsibility.

3.7.3 Premises Visit Charge

3.7.3.1 A Premises Visit Charge applies per account for each visit to a customer's premises to perform work requested by the customer.

3.7.3.2 However, when a Company employee is on the customer's premises for the purpose of repair, maintenance or changes in class or grade of service necessitating a premises visit, or where the visit is initiated by the Company, no Premises Visit Charges apply.

3.7.3.3 No Premises Visit Charge will apply for visits when the customer requests installation of a Network Interface Device.

3.7.3.4 Payment of Charges

If the total of all applicable service charges associated with a customer request exceeds \$25.00, the Company may allow the payment to be made in three (3) equal monthly payments; however, the Company shall have the discretion to allow payment of service charges over a longer time period if necessary to avoid undue hardship on a customer.

3.7.4 Termination Charge

3.7.4.1 A termination charge is determined by applying to the basic termination charge the percentage of the unexpired portion of the initial service period relative to the full initial service period. The basic termination charge and the initial service period are indicated in the section of this Tariff covering the service items to which they apply.

3.7.4.2 When a subscriber cancels an order for service carrying a basic termination charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering and providing the equipment and disposing of it, less credits obtained through disposal; the termination charge in this event will not exceed the basic termination charge.

3.7.5 Service Charges Do Not Apply To:

- Service reestablished after destruction of the customer's premises by Act of God or a public enemy, whether at the same or another location. Regular Service Charges apply to service reestablished in the old location after disconnection of service or after its establishment at another location under the above conditions.
- Inside moves or changes required for the proper maintenance of service.
- Inside moves or changes made at the initiation of the Company for service reasons.
- Changes from rotary dial to touch calling service and touch calling service to rotary dial.
- The establishment and discontinuance of custom calling service.

3.7.6 Restoral of Service

In the event service is suspended for non-payment, service will be restored upon payment of charges due or at the discretion of the

Company. Service Ordering Charges and Line Connection Charges apply.

When at the request of a customer, service is temporarily suspended, a Service Ordering Charge and Line Connection Charge will apply for the restoral of that service.

3.7.7 Network Interface Devices

3.7.7.1 All new wiring connected to the Company network for single or two-line customers must be connected through a company provided network interface device (NID). This device must readily permit the connection and disconnection of Customer Premises Wiring (CPW) for testing purposes, to and from the Company network using an industry registered jack, of a type provided for in FCC Regulations Part 68.

3.7.7.2 The Network Interface Device (NID) permits access to the Company's network. All wiring on the customer's premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair or upgrade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the customer premises. In the event the customer requests that the NID be placed in a location other than the location selected by the Company, any additional cost to the Company will be charged to the customer. Additionally, the customer shall be responsible for premises wiring, which is not provided by the Company, that is connected to the NID.

Where a NID exists, if the Company is able to test for Dial Tone and the problem proves to be beyond the NID (within Customer premises), a maintenance charge is applicable as shown in Section 4, following. In the event there is no NID and/or the Company is unable to test for a dial tone, then no maintenance charge will be assessed.

3.7.7.3 Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

3.8 Directory Listings

The rates and regulations for directory listings in Sections 3 and 4 apply only in connection with primary and additional listings in the alphabetical section of the telephone directory and/or listings in the information directory.

The alphabetical list of names of customers is designed solely for the purpose of identifying customers and those entitled to use the customer's service as an aid to the use of the telephone system and special prominence or arrangement of names is not contemplated.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby.

Listings must conform to the Company's specifications with respect to its directories.

One listing without charge and additional listings are regularly provided only in connection with the following classes of service: business, private branch exchange service and hotel service. When two or more lines are arranged in sequence, only the first or primary line will be listed.

3.8.1 Regular Additional Listings

In connection with business service, regular additional listings are available only in the names of those persons having the right to use the customer's service. In connection with hotel service, regular additional listings are available only to the customer-agent or his employees except that in connection with service at hotels and boarding houses, listings of permanent season guests may be arranged by the management.

3.8.2 Non-Published Service

Upon request, a customer may have his name omitted from the directory but included on information records (non-listed) or omitted from both the directory and information records (non-published). Such arrangements are discouraged because of their effect on incoming calls, but they will be accepted subject to the following rates and conditions:

- 3.8.2.1 Non-published, non-listed service will be furnished at a monthly charge plus the applicable service charge for establishing the service.
- 3.8.2.2 The applicable service charge will be made each time a non-listed, non-published, telephone number is changed to another number to be either non-listed or non-published.
- 3.8.2.3 No charge will be made to change a non-listed or non-published number to a listed number.
- 3.8.2.4 Calls to subscribers with non-published numbers will be initiated by the Company only when the number is given by the calling party. The Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number.
- 3.8.2.5 When non-published service is provided, the Company will not disclose the subscriber's telephone number to any person except as follows:
1. When presented a court order by duly authorized representatives of law enforcement agencies.
 2. To the Company's own employees who are required to know the number in the conduct of its business.
- 3.8.2.6 The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be disclosed inadvertently.
- 3.8.2.7 The following customers and/or service will not be subject to the monthly charge and non-recurring charge.
1. Business subscribers who have their primary telephone number published in the Company's directories and have other telephone numbers, associated with the same business, deleted from the Company's directories.
 2. Foreign Exchange Service where the subscriber is also furnished exchange service from the normal central office.

3.8.3 Customized Number Service

3.8.3.1 General

Subscribers of the Company may request assignment of specific telephone numbers. If the telephone number or numbers requested by the subscriber are available, the Company may assign the number or numbers to the subscriber.

The Company reserves and retains the right:

1. To discontinue, change or reassign telephone numbers in any exchange area wherever it is necessary or appropriate in the conduct of business, or in accordance with the rules and procedures of the Company.
2. To reject or refuse any request for specific telephone numbers for any reason including, but not limited to, numbers that may, in the Company's opinion, be offensive.
3. Of ownership of all telephone numbers and prohibits the assignment of the use of a telephone number by or from any subscriber to another, except as otherwise provided in this tariff.

The Company shall not be liable to any subscriber for direct, indirect or consequential damages caused by a failure of service, change of number or assignment of a requested number to another subscriber whether prior or after establishment of service. In any case the Company shall not be liable to any subscriber for an amount greater than the subscriber has paid to the Company for the Customized Number Service.

3.8.3.2 Application of Charges

The Customized Number Service Charge applies whenever a subscriber:

1. Requests a telephone number other than the next available number from the assignment control list.

2. Requests a number change from the present number to a customized telephone number.

Subscribers who request telephone numbers they formerly used for business service will not incur the Customized Number Service Charge if the telephone number requested is available for assignment and is listed in the present local directory under the same name as the new application.

3.9 Custom Calling Features

Custom Calling Services consist of optional service features for use in connection with a customer's local exchange service.

3.9.1 Regulations

Custom Calling Services may be associated with business individual line service.

Custom Calling Services require special facilities and will be provided only where such facilities are available.

The Company reserves the right to offer a promotional period of up to 30 days for a customer to assess the effectiveness of a Custom Calling Service feature requested by the customer. If during the promotional period the customer requests the feature or features be disconnected, neither the applicable monthly rate nor any other applicable charges will apply. If the customer retains any of the features beyond the 30-day promotional period, the monthly rates for the feature or features retained will apply from the end date of the promotional period.

3.9.2 Feature Descriptions

The following Custom Calling Services are available at rates shown in Section 4.8, following.

3.9.2.1 Call Forwarding

Call Forwarding is an arrangement whereby incoming calls may be transferred to another telephone number by dialing a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded by this feature are subject to local (where applicable) and long distance message charges. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

3.9.2.2 Call Waiting

Call Waiting is an arrangement whereby a customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternate conversation between parties.

3.9.2.3 Extension Intercom

Extension Intercom is an arrangement whereby a customer may make another telephone on his line ring.

3.9.2.4. Enhanced Call Forwarding

Call Forwarding – Busy enables the Company to forward a call to a predetermined directory number (DN), which activates when the called party's line is busy. If the customer requests a change in the DN to which the call is forwarded, a service order change charge will apply.

Call Forwarding – Don't Answer enables the Company to assign this option to a line or hunt group by programming a predetermined DN, which activates when a call is unanswered. The Company on an office-wide basis establishes the number of ringing cycles before the call is transferred. If the customer requests a change in the DN to which the call is forwarded, a service order change charge will apply.

Call Forwarding – Busy and Don't Answer This service is a discounted billing arrangement that allows customers to select both Call Forwarding-Busy and Call Forwarding-Don't Answer into one package.

3.9.2.5 Speed Calling

Speed Calling is an arrangement that provides for the calling of a local or long distance telephone number by dialing an abbreviated code. Two arrangements are available, either an eight-code capacity or a thirty-code capacity, but not both on the same line.

3.9.2.6 Three-Way Calling

Three-Way Calling permits an existing call to be held and a second call to be established and added to the connection for conferencing. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

3.9.2.7 Three-Way Call Transfer

Three-Way Calling permits an existing call to be held and a second call to be established and added to the connection for conferencing. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

3.9.2.8 Toll Denial

This service blocks access to the Long Distance Message Telecommunications Network, either by direct or operator assistance. This prevents the customer from dialing an operator for all purposes including emergencies, assistance and the placing of toll calls. The customer indemnifies and saves harmless the Telephone Company from any and all claims, losses or damages by restriction of access to operator services.

3.9.2.9 Cancel Call Waiting

Cancel Call Waiting is a feature which allows the customer with Call Waiting to inhibit the operation of Call Waiting for one call. When the customer dials the cancel code, a distinctive dial tone is returned and a call is then placed normally. During this call, Call Waiting Service is inactive so that anyone calling the Call Waiting

customer will receive the normal busy treatment, and no Call Waiting tones will interrupt the customer's call.

3.9.2.10 Call Hold

Call Hold allows a station user to put any call in progress on hold by flashing the hookswitch and then dialing a hold code. This frees the line to originate another call. Only one call per station may be held at a time. The held call cannot be added to the other call. Dialing the hold code a second time can retrieve the original connection. If the station user hangs up with a party on hold, the user is automatically rung back and reconnected when answered.

3.9.2.11 Automatic Call Back

The customer subscribing to this service can, after reaching a busy station, hook flash and dial the activation code. When the busy station goes on-hook and the calling station is on-hook, the calling station receives a distinctive ringing pattern. When answered, a call will automatically be completed to the previously busy station.

Automatic Call Back is available on a flat rate or usage sensitive basis. Under the usage sensitive offering, the customer will incur an activation charge regardless of whether the customer chooses to advance or abandon the call. Upon the customer's request, blocking of this feature is available at no charge.

3.9.2.12 Enhanced (Distinctive) Ringing

This allows distinctive ringing to be applied to individual lines in addition to normal ringing by assigning two directory numbers to the same line. A distinctive ring for each number allows the customer to determine which number is being called.

3.9.2.13 Toll Control

This service provides individual line and multi line hunt customers with the capability to control placement of chargeable calls on the basis of the calling line identity and the caller themselves by the "authorized" user dialing a preselected access code.

3.9.2.14 Rotary Line Break

This service is available to customers with multiple incoming lines or trunks. It provides a customer the ability to decrease the total number of trunks available for incoming calls. Feature activation and deactivation is accomplished by dialing an access and an activation or deactivation code on a trunk member. When requesting service, the customer must specify the number of incoming calls to be allowed after feature activation.

3.9.2.15 Caller ID

This service enables the customer to receive the calling party's directory number, if within a central office base unit, during the ringing cycle and to display the number on customer premises equipment.

3.9.2.16 Call Trace (Customer Originated Trace)

At the request of the customer, for up to 60 days, the Company will activate the call trace feature. This service allows the subscriber receiving an obscene, harassing or threatening call the ability to request an automatic trace of the last call received. The call trace record is recorded on a printer located on the Telephone Company premises. The Telephone Company will provide this information to the appropriate law enforcement agency upon receipt of a valid court summons. This service is billed to the customer per call traced.

3.9.2.17 Selective Call Acceptance

This service allows the subscriber to accept calls only from a pre-defined list of up to twelve directory numbers. Callers with directory numbers not found in the screening list will receive a message that the called number is not accepting calls at this time. Call Acceptance can be turned on and off by the subscriber.

3.9.2.18 Selective Call Rejection

This service allows the subscriber to reject calls from a pre-defined list of up to twelve directory numbers. Callers with directory numbers found in the screening list will receive a message that the called number is not accepting calls at this time. Call Block can be turned on and off by the subscriber.

3.9.2.19 Selective Call Forward

This service allows the subscriber to only forward calls from a pre-defined list of up to twelve directory numbers. Callers with directory numbers not found in the screening list will receive standard ringing or busy indication. Selective Call Forwarding can be turned on and off by the subscriber.

3.9.2.20 Selective Call Waiting

This service allows the subscriber to provide call waiting indication only from a pre-defined list of up to twelve directory numbers. Callers with directory numbers not found in the screening list will receive busy indication if the line is busy. Selective Call Waiting can be turned on and off by the subscriber.

3.9.2.21 Return Call

This service allows a subscriber to automatically recall the last incoming directory number to their line. This feature is accomplished without knowing the directory number of the last calling party.

Return Call is available on a flat rate or usage sensitive basis. Under the usage sensitive offering, the customer will incur an activation charge regardless of whether the customer chooses to advance or abandon the call. Upon the customer's request, blocking of this feature is available at no charge.

3.9.2.22 Priority Call (Distinctive Ringing/Call Waiting)

This service allows the subscriber to provide a distinctive ringing indication (or distinctive call waiting indication, if applicable) when calls are received from a pre-defined list of up to twelve directory numbers. Priority Call can be turned on and off by the subscriber.

3.9.2.23 Custom Calling Volume Discounts

Volume discounts apply for customers subscribing to two or more custom calling services listed in this Section 3.9 with certain exceptions. Excluded from this volume discount plan are Toll Denial, Rotary Line Break, and Call Trace. The specific volume discounts applicable for two or more services will be provided to the

customer as a monthly credit. Monthly credits available under the plan are detailed in Section 4, following.

3.9.2.24 Message Waiting

For subscribers utilizing a compatible Voice Message Service, this feature provides a message indication at the subscriber's station that messages are waiting. The message-waiting indicator will be provided in the form of stutter dial tone or as a visual indication dependent upon the type of customer premises equipment used.

3.9.2.25 Per Call Blocking

Per Call Blocking allows a calling customer to block the display or delivery of his/her directory number on a terminating or called party set which has Caller ID as a purchased feature.

Activation of this feature is affected by dialing an activation code prior to placing a call. When the caller hangs up the feature is deactivated.

Per Call Blocking will be provided subject to availability of facilities and equipment both at the serving central office and customer's premises.

3.9.2.26 Anonymous Call Rejection

Anonymous Call Rejection is an arrangement, available to Caller ID customers and non-Caller ID customers, that allows a called party to reject calls from parties that have activated the per call blocking feature to prevent the display of their telephone numbers to Caller ID subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers. The calling party will be instructed to hang up and place the call again, without activating the per call blocking feature. Customers may activate or deactivate this arrangement by dialing an activation code.

3.9.2.27 Call Waiting with Distinctive Tone and Distinctive Ring

This feature allows Call Waiting customers to determine if an incoming call is long distance by providing either a distinctive tone when the customer is on a call or by providing a distinctive ring when the phone is on the hook. The feature is also offered to non-Call Waiting customers who wish to have a distinctive ring inform them an incoming call is long distance.

3.9.2.28 Enhanced Caller ID

Enhanced Caller ID is an arrangement which permits a customer with Local Exchange Service (other than Foreign Exchange service) to receive the calling telephone number and the main listed name associated with the calling telephone number for calls placed to the customer. The calling telephone number and name will be forwarded from the terminating central office to compatible customer-provided display equipment associated with a customer's Local Exchange Service. If the calling telephone number and name is not available for forwarding to the called party, a message indicating that unavailability will be forwarded. The calling party can prevent the Enhanced Caller ID customer from seeing the calling telephone number and name display by activating Per Call Blocking. There is no charge for using Per Call Blocking. When the calling party uses this blocking capability, the Enhanced Caller ID customer will receive an indication on the Caller ID equipment that the display of the calling telephone number and name has been suppressed. Enhanced Caller ID customers may redirect incoming calls with Per Call Blocking to an announcement by activating the Anonymous Call Rejection arrangement. Where facilities permit and when requested by a subscriber to Call Waiting, the calling name and number will display when Call Waiting is activated, provided the customer has the proper version of Caller ID display equipment.

3.9.2.29 Call Forwarding – Remote

Call Forwarding – Remote allows customers to activate or deactivate Call Forwarding from a telephone other than the one to which the service is assigned. Customers dial a special number to access the Call Forwarding – Remote service, then listen to instructions before dialing the telephone number that has Call Forwarding – Remote. The customer then dials a Call Forwarding

code followed by the new forward-to telephone number. There is no need to travel back to the home or office to change the forward-to number.

3.9.2.30 Call Block

Call Block is an arrangement which prevents future calls from up to twelve pre-specified telephone numbers. Callers from the pre-specified telephone numbers will receive an announcement that the called party is not accepting calls. For calls from a line within a multi-line hunt group, the call will be blocked only when the main telephone number is included as one of the twelve pre-specified telephone numbers.

3.9.2.31 Special Business Package

The Special Business Package is a discounted billing arrangement offered to business customers which includes the following specified features: Call Forwarding Busy, Call Forwarding No Answer, Call Forwarding Variable, Three-Way Calling, and Call Transfer.

3.9.2.32 Per-Line Blocking

This arrangement blocks the calling number from being displayed to others for every originating call made on a specific line.

3.10 Remote Call Forwarding

Remote Call Forwarding (RCF) is a network service that uses a telephone number and electronic central office facilities to forward automatically all calls dialed to the RCF telephone number to the customer's telephone number in another exchange (Terminating Telephone Number). This offering is equivalent to automated Enterprise Service.

Remote Call Forwarding is offered subject to the availability of suitable facilities.

A Remote Call Forwarding arrangement includes the equipment necessary to forward one telephone call to a terminating telephone number.

Remote Call Forwarding may be associated with PBX and with individual line service.

Remote Call Forwarding is provided on condition that the customer subscribe to sufficient Remote Call Forwarding arrangements and terminating telephone numbers in order to handle calls adequately without interfering or impairing any services offered by the Company. If, in the opinion of the Company, additional Remote Call Forwarding arrangements or terminating telephone numbers are required, the customer will be responsible for subscribing to these additional arrangements or numbers. In the event the customer refuses to subscribe to these additional arrangements or numbers, the customer's Remote Call Forwarding service shall be subject to termination.

Where additional terminating telephone numbers are requested by the customer or required by the Company for association with the same RCF number, the additional numbers must be of the same class and grade of service and on the same premises as the first terminating telephone number.

Remote Call Forwarding is not represented as satisfactory for data transmission.

Call Forwarding service is not offered for use with a Remote Call Forwarding terminating station.

The Company will not provide identification of the originating telephone number to the Remote Call Forwarding customer.

The classification of business service for Remote Call Forwarding arrangements is determined by the class of service of the terminating telephone number.

Charges for calls from originating stations to a RCF telephone number are the responsibility of the originating station, unless the calls are accepted as collect at the terminating telephone number. Charges as shown in Section 4.9 for the forwarding of calls from the RCF number to the terminating telephone number, are the responsibility of the Remote Call Forwarding customer.

For any collect calls placed to the RCF number, charges as shown in Section 4.9 for calls forwarded to the terminating telephone number, apply regardless of whether or not these calls are accepted as collect at the terminating telephone number.

3.11 Call Screening Services

Outgoing Call Screening – is an optional arrangement where outgoing calls which are routed to a Company operator will be processed only on a bill to third number, collect call or calling card basis as instructed by the calling party. This

service is offered only where facilities are available and is limited to those areas served by central offices arranged for this service.

Incoming Call Screening – is an optional arrangement where incoming third number and/or collect calls to a number are restricted and cannot be billed. Incoming Call Screening is available through the Line Information Data Base (LIDB) and does not restrict calls from all areas of the United States. The incoming call must be placed through an operator with access to LIDB in order for screening to take place.

Incoming Call Screening charges do not apply when the service is initiated by the Company as a means of fraud control.

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3.12 Direct Inward Dialing (DID) Service

DID service permits incoming dialed calls from the exchange network to reach a specific PBX station line without the attendant's assistance.

The service is provided subject to the availability of facilities, telephone numbers and compatibility of PBX facilities.

Provision of this service includes central office switching equipment necessary for in-dialing from the exchange and long distance network directly to PBX station lines associated with switching equipment located on the customer's premises.

The service must be provided on all lines in a trunk group arranged for inward service.

The minimum contract period for the service is one year. In case of discontinuance or reduction of service within the minimum contract period, a termination charge equal to the DID trunk equipment rate for each full month of service unexpired shall be applied.

The rates shown consider the use of standard company equipment and serving arrangements and are in addition to rates and charges for other services with which it is furnished.

Operational characteristics of interface signals between the Company-provided connecting arrangements and the customer-provided switching equipment must conform to the rules and regulations the Company considers necessary to maintain proper standards of service.

The Company shall not be responsible to the customer or authorized user or joint user if changes in any of the facilities, operations or procedures of the Company render the facilities provided by a customer, authorized user or joint user obsolete or require modification or alteration of the equipment or system or otherwise affect its use or performance.

Directory listings will be provided in accordance with the regulations of Section 3.8 of this Tariff for PBX service. DID numbers furnished are not entitled to free directory listings.

Customer provided switching systems must provide for the intercepting of assigned but unused telephone numbers in a manner consistent with Company standards.

The Company will not modify its equipment from the original manufacturer's specifications in order for it to be compatible with customer provided equipment.

Customers are prohibited from sharing DID service since it is provided on a per customer basis only.

Temporary suspension of service does not apply to DID service

3.13 Direct Inward-Outward Dialing (DIOD) Service

Direct Inward-Outward Dialing (DIOD) Service provides the subscriber with a two-way trunk allowing direct inward and outward dialing on the same trunk. DIOD Service does not require separate trunks for outward dialing.

DIOD Service is furnished subject to the availability of facilities, telephone numbers and the compatibility of PBX facilities.

Station billing detail, where outward calling is recorded on a per number basis, is not provided with DIOD trunks. DIOD Service provides outward call billing on a per trunk basis.

DIOD rates are the equivalent of the PBX Trunk rate in the exchange in which the service is provided.

To establish DIOD Service, a DID Trunk Equipment Charge, as shown in Section 4, following, will apply.

3.14 Emergency 911 Services

Emergency 911 Services provide customers a means of accessing a Public Safety Answering Point (PSAP) designated by a local government authority or its agent(s). The PSAP is accessed by dialing the telephone number 911.

Local exchange facilities and other features or services provided by the Company for the local government authority's or its agent's use in administering Emergency 911 Services are offered subject to the General Regulations Section of this Tariff and, in particular, the liability of the Company's provisions as specified in that section of the Tariff.

The Company's entire liability to any person for interruption or failure of Emergency 911 Services, whether due to the Company's network facilities, shall be limited to the terms set forth in this section and other sections of this and other applicable Company Tariffs.

Agents of the local government authority for the purpose of administering this Tariff may include, but are not limited to, other local exchange telephone companies acting on behalf of local government authorities.

3.14.1 Provision of Service

The Company will provide local exchange facilities which interconnect PSAPs or other locations designated by local government authorities or their agent(s) to Company central offices based on the availability, rates, terms, and conditions specified in this Tariff or other applicable Company Tariffs from which facilities may be ordered. These facilities are generally available through Private Line or Special Access Tariffs in which the Company concurs.

The Company will provide Automatic Number Identification (ANI) subject to the rates specified in 4, following. Automatic Number Identification provides for the transmission of the caller's telephone number to the public safety answering point where it may be recorded and/or displayed on the display and transfer unit, or another local telephone company where it is forwarded to the public safety answering point. When Automatic Number Identification is provided by the Company, no separate Private Line or Special Access charges will apply for the Company's facilities which interconnect the Company's central office switch and the public safety answering point, or the Company's share of facilities jointly provided with another local telephone company which interconnect the Company's central office switch and the public safety answering point.

The Company will provide addresses or other available location information to assist local government authorities or their agent(s) in providing Enhanced 911 Service. The frequency and medium in which address or location information is provided will be mutually agreed upon by the Company and the local government authority or its agent(s). The Company cannot guarantee the existence or accuracy of address or location information provided. Address or location information will be provided based on rates and charges developed on an individual case basis by the Company. Such rates and charges will be designed to recover the Company's full reasonable cost of providing said information.

3.14.2 Conditions

This service is offered solely as an aid in routing calls in connection with fire, police, and other emergency services. In the event of service interruption, the Company shall not be liable to any person, corporation, or other entity for any loss or damage. No allowance shall be made if the interruption is due to the negligence or willful act of the local government authority or its agent(s).

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence of the local government authority or its agent(s), a pro rata adjustment of the fixed monthly charges involved may be allowed as covered by the General Regulations Section of this Tariff.

Each end user and local government authority or its agent(s) also agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the end user, local government authority, or PSAP, for personal injury or death to any person or persons, or for any loss, damage or destruction of any property, whether owned by the end user, local government authority or others.

The Company's liability for any loss or damage arising from errors, interruptions, defects or failures of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

The local government authority and its agent(s) recognizes that addresses, location information, and Automatic Number Identification (ANI) are the business records of the Company and the Company cannot guarantee the accuracy in emergency situations.

The 911 Service calling party forfeits the privacy by nonpublished telephone service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP.

3.14.3 Billing, Collection, Dispersal of Enhanced 911 (E911) Fees

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An E911 fee is imposed on telephone service by localities in Maryland to offset the costs of installing and maintaining an E911 telephone system. The Company shall act as the billing agent for the applicable E911 fee(s) for each county in which Company provides local exchange telephone service while such county has an E911 Ordinance in effect.

The E911 fee shall appear as a separate line item on each regularly issued local exchange service telephone bill rendered by the Company. The amount and the application of the fee shall conform to the current E911 ordinance of the county in which the service, for which the bill is rendered, is provided. Where a single bill is rendered for multiple lines, the total applicable fee amount may appear as a single line item on the bill.

The E911 fee shall be due and payable on the same bases, except for denial, disconnection or interruption of service considerations, as the charge(s) levied for local exchange access service.

Except as specified in the applicable county E911 ordinance, the E911 fee shall be applied to each telecommunications line which is configured so as to receive dial tone from the end office serving the line. The following are considered telecommunications lines for the purposes of application of the E911 fee:

1. Tariffed and special assembly access lines
2. Semi-public telephone service access lines
3. Access lines connected to customer-owned public telephones
4. PBX trunks
5. Integrated Centrex lines, with the provision that, except where specified otherwise in a county E911 ordinance, a PBX trunk equivalent of eight (8) centrex lines to one (1) PBX trunk shall be used for fee application. Fractional amounts shall be rounded up to the nearest whole cent amount. For example, where the fee is \$1.75, each Integrated Centrex line would be billed 22¢ unless the applicable county E911 ordinance specified otherwise.

Application of the Integrated Centrex 911 fees is done on an account by account (per county) basis. Within a given county,

location of the Integrated Centrex lines' customer termination points is irrelevant as long as all of the lines are on a single account.

For example, if a subscriber has 5 service locations in Alpha County (for this example, Alpha County charges the full E911 fee {which is \$2.00 in the example} for the first 8 Integrated Centrex lines and 1/8 of the fee for additional Integrated Centrex lines) and has 4 Integrated Centrex lines at each location and only one account, he or she will pay 8 times \$2.00 + 12 times 25¢ (25¢ is 1/8 of the full Alpha County business E911 fee of \$2.00) for a total of \$19.00 per month. If the customer has a separate account at each location he or she will pay \$2.00 times 4 on each of the 5 accounts for a total monthly payment of \$40.00. In this example, if one of the 5 locations is in another county, the E911 fee must be figured on those 4 lines separately even if all 5 locations are on a single account. This would reduce the Alpha County E911 monthly fee total to 8 times \$2.00 + 8 times 25¢ for a total of \$18.00. The total monthly E911 fee paid by the multi-county customer would be that \$18.00 plus whatever the fee amount would be for the location in the other county.

6. Each Primary Rate Interface (PRI) shall be liable for monthly application of five E911 fees.
7. Lines used by Company for official business and Company public telephone lines shall be exempted from otherwise applicable E911 fees.

If a subscriber notifies the Company, in writing, that he or she refuses to pay the E911 fee, Company shall remove all fee amounts from the customer's account and shall, as soon as feasible, notify the affected county. Fee billing shall remain halted until such time as the subscriber notifies the Company that fee billing should resume. The Company shall not back bill any E911 fee amounts which would have been billed during the period of fee billing cessation or which were removed from the customer's account, as described above.

Except where written refusal to pay the E911 fee has been provided, Company shall back bill all unpaid fee amounts.

Failure to pay the E911 fee shall not constitute cause for refusal or denial of service by Company.

A full month's E911 Fee shall be billed even for a fractional month's service.

The Company shall, for a period of time of no less than two years prior to the current date, and in accordance with generally accepted accounting principles and practices, keep full and appropriate records, by month and by county, of E911 fee amounts billed, collected and disbursed. Such records shall be made reasonably available to appropriate county, state and Public Service Commission officials for legitimate auditing purposes.

3.15 Reserved Telephone Number Services

Reserved Telephone Number Service provides a customer with the option of having a telephone number or group of telephone numbers reserved for their assured future use. Reserved Telephone Number Service can be used either to withhold a telephone number associated with a disconnected Local Exchange Service from possible reassignment to another Local Exchange Service, or to reserve telephone numbers from the pool of currently available telephone numbers.

3.15.1 Regulations

Reserved Telephone Number Service is offered only in connection with exchange service.

Reservations of telephone numbers are initiated in response to customer requests and are terminated at the customer's request or at such time the service with which the telephone number is associated is established.

The provision of a reserved number is based on current availability of the particular number requested.

3.16 Primary Rate Interface (PRI)

Primary Rate Interface Service is an Integrated Services Digital Network (ISDN) based, DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure of Primary Rate Interface is twenty-three 64 Kbps B Channels and one 64 Kbps D Channel. PRI Service is a service for the transmission of digital signals only. PRI Service is provided from central offices where appropriate ISDN facilities are available as determined by the Company.

3.16.1 Regulations

Customer Premises Equipment (CPE) that is compatible with PRI Service is the responsibility of the customer.

The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provisioning of PRI Service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user.

The minimum service period for Primary Rate Access Service is one month.

This service is available only from offices which have the necessary facilities to provide ISDN on the standard network platform.

Voice service is limited to customers served by offices which have the necessary facilities to provide PRI on the standard network platform.

This service is available only where the customer's service location is within the provisioning limitations as determined prior to installation of the service. Should the customer's service location exceed said limitations, service will be provided where the Company has electrically compatible facilities available, or where existing facilities can be made electrically compatible when regenerated or extension service is provisioned.

3.16.2 Definitions

B Channel – A bidirectional synchronous channel capable of supporting 64 Kbps of digital transmission.

D Channel – A 64 Kbps digital signaling only channel for call establishment when used with Primary Rate Access.

64 Kbps Clear Channel Capacity (CCC) – A B Channel connection that provides end-to-end digital connection in which all 64 Kbps of bandwidth are available for customer use.

3.16.3 Application of Rates

PRI Service Primary Rate Access Lines furnished between a serving central office and the customer designated premises will be charged at rates per each Primary Rate Access Line.

PRI Primary Rate Access Line rates, including interoffice channels if applicable, apply in addition to Primary Rate Interface charges.

3.16.4 Service Components

The customer may choose any number of channels up to twenty-three per Primary Rate Access (facility) to be active with a corresponding number of services (i.e., inward/outward trunks, WATS lines, 800/888 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

The components for PRI Service will be as follows:

- Primary Rate Access Line
- Primary Interface
- Primary Rate Channels
- Incoming Call Identification

1. Primary Rate Access Line – will provide a four-wire access loop from the customer premises to the serving central office. The transmission of this loop support Clear Channel Capability.

2. Primary Rate Interface – provides the multiplexing to supports up to twenty-three (23) B channels at 64 Kbps and one (1) D channel for signaling also at 64 Kbps.
3. Primary Rate Channels – will provide a flat rated channel that will allow either voice or data transmission up to 64 Kbps.
 - a. Voice calls may be completed to both ISDN and non-ISDN lines.
 - b. Data Transmission on the B Channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices.
 - c. The customer may choose to subscribe to additional non-exchange based services. Initial choices for these services will be WATS and 800 series Service. The subscription to these services is in addition to the charges for PRI Service.
4. Incoming Call Identification – This optional feature provides the customer with the telephone number or name and number of the calling party. Incoming call identification is provided via the D Channel associated with incoming calls on a B Channel(s) to a PBX. Caller ID Blocking is available.
5. D Channel Backup – This optional feature provides a backup for the primary D Channel under those circumstances where two or more Primary Rate Access Lines share a single D Channel. A predetermined channel on another connection would automatically take over call control signaling for Circuit Switched Voice and Data calls.

3.17 Digital Channel Services

3.17.1 General

Digital Channel Service provides an intraexchange digital common line connection between the end user's premises and the local serving wire center. The digital transmission rate available is either DS1 (1.544 Mbps) or DS3 (44.736 Mbps).

Digital Channel Service will be used by the customer to aggregate the customer's telecommunication services onto a digital local loop. The services that can be combined include private line and switched services, intraexchange, intraLATA and interLATA services. A representative list of services, which can use Digital Channel Service facility, includes:

1. Exchange Dial Tone service, e.g. exchange lines/trunks
2. Analog Transmission Services, e.g. foreign exchange service, Private Line, Off-premise extensions, Tie Lines, Intrastate WATS.
3. Digital Data Services (2.4, 4.8, 9.6, 56 or 64 Kbps)
4. DS1 (1.544 Mbps) Services
5. DS3 (44.736 Mbps) Services

Digital Channel Service is comprised of the following rate elements:

Digital Channel Capacity

Service Activation

1. The Digital Channel Capacity and Service Activation will be at the rates and charges as specified in 4.16 of this Tariff.
2. Digital Channel Service customers will order capacity in quantities of DS1 or DS3 facilities, (increments of 24 channels for a DS1 facility or increments of 28 channels for a DS3 facility).

3.17.2 Digital Architecture

Digital Channel Service provides only the common line link between the End User and the local serving wire center. End-to-end private line and exchange services will utilize this digital link to the customer's premises, rather than the analog loop, which might otherwise be provided. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

The time required to provision service is known as the service date interval. The service date interval for Digital Channel Service and related network services connected to Digital Channel Service will differ from the normal guidelines applicable to end-to-end services.

Digital Channel Service will be available on a digital basis at the network interface on a customer's premises. Traditional analog services, like off-premises extensions and PBX trunks, can be provided on a digital basis to a customer's premises by the Company when a customer desires them encoded in a DS1 bit stream. Under those conditions, the Company will provide them on DS0 channels. Both Company and customer have joint responsibilities to ensure the proper transmission of the provided services. Normal analog channel network interface specifications will be superseded by the electrical specifications of the 1.544 Mbps (DS1) or 44.736 Mbps (DS3) channel which is actually terminated. Each digital channel provided will have an identity only as a "time slot" within a DS1 or DS3 loop. Compatible digital to analog conversion equipment must be provided by the customer to derive the desired channelized services. Any Channel Service Units (CSUs) necessary for digital services are the responsibility of the customer.

3.17.3 Definitions

Digital Channel Capacity. A multifunctional DS1 or DS3 signal between the customer premises and the central office. This digital link can be used to transport switched and dedicated, multijurisdictional services. This element acts as the transport medium for the service activations ordered by the customer. Digital Channel Capacity is available in quantities of DS1 or DS3 facilities.

Service Activation. A service activation is the connection between the Digital Channel Service facility and the network service accessed.

Channel Service Unit. The term CSU denotes network channel terminating equipment provided by the customer to terminate digital facilities on the customer's premises.

DS0. The term DS0 denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 Kbps transmission bit rate signal; however, customer transmission rates may be limited to 56 Kbps by existing or available central office equipment.

DS1. The term DS1 denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission bit rate and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format. Unframed signal formats are not permitted or compatible with company equipment. The required format and interface specifications are available from CFW. DS1 facilities are normally provided on copper transmission medium.

DS3. The term DS3 denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 44.736 Mbps transmission bit rate and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format. The required format and interface specifications are available from CFW. DS3 facilities are normally provided on fiber optic transmission medium.

3.17.4 Regulations

Digital Channel Service is furnished subject to availability and type of digital equipment located in a central office building owned, or leased by the Company. Service inquiries will be necessary to determine availability.

Construction Charges as specified in Section 3.19 of this Tariff may be applicable.

The 1.544 Special Transport mileage as specified in Section 3.18, following, will apply when a customer's request for Digital Channel Service is provisioned in a central office other than the customer's local service wire center.

The customer may activate any number or combination of digital channels within the limitations as set forth in this section, following. Digital channels may be activated coincident with or at any time subsequent to the initial installation of Digital Channel Service.

All Digital Channel Service Capacity/facilities must be terminated at a single equipment location on a customer's premises. Digital Channel Service Capacity cannot be split between premises, or multiple locations within premises.

When individual digital channels are activated to provide the local loop link for services offered in other sections of this Tariff, the regulations, rates and charges specified in this Tariff will apply.

The total number of digital channels activated by the customer may not, at any time, exceed the Digital Channel Capacity. Additionally, there are some types of service which require two DS0 channels to be combined. This restructuring of the channels within the DS1 or DS3 signal will reduce the normal quantity of channels available. The Company will notify the customer when the Digital Channel Capacity is altered by the types of services activated.

Central Office Channelization (component of Digital Channel Capacity) generally provides analog to digital conversion, to permit individual exchange services and multi-jurisdictional dedicated services to be combined and transported over digital high capacity facilities. This channelization is also intended for use at Company locations where different high capacity network links terminate in the same Central Office,

and must be converted to individual analog or digital channels before the service links can be cross-connected.

Channelization on a customer's premises will be provided by the customer. Joint provisioning of channelized services introduces joint responsibilities between customer and the Company as specified following:

1. Responsibilities of the Company:
 - a) The Company will endeavor to activate its portion of joint service in a timely manner on the negotiated date to support installation requirements.
 - b) The Company will provide the customer with information regarding the type and the manufacturer of Central Office (C.O.) channelization equipment to be used in each application.
 - c) The Company will attempt to limit its selection of Central Office equipment to avoid operational and administrative difficulties associated with a multi-vendor central office environment.
 - d) The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
 - e) The Company will notify the customer, generally a minimum of six months in advance, of any need to change its central office equipment to allow the customer sufficient time to respond, make any necessary changes, and schedule cooperative testing for cutover, if required.
 - f) Digital synchronization timing for Digital Channel Service will be provided by the Company.
2. Responsibilities of the Customer:
 - a) The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.

- b) The customer will be responsible for selecting his own equipment. Customer equipment must be compatible with the Company provided channelization at the Central Office.
3. Trouble resolutions
 - a) The Company will assist the customer in resolving any installation or day-to-day channel service problems. However, the Company does not assure responsibility for the compatibility or suitability of the customer's equipment. Dispatches to customer premises caused by customer equipment troubles will result in Maintenance of Service Charge as set forth in Section 4 to the customer.

Channelized DS1 service is available only with D4 channel bank equipment or compatible, equivalent equipment.

Emerging technology, such as low bit rate voice multiplexing techniques, may permit additional quantities of individual channels to be channelized on a single DS1 signal. Equipment providing this capability does not generally assure compatibility between different manufacturers. Some equipment may not be suitable for data transmission or tandem network line applications. Rates, charges, and availability of this equipment will be negotiated with the customer under a Special Service Arrangement.

When a customer's Digital Channel Service is interrupted due to any cause other than the negligence or willful act of the customer or the failure of the facilities provided by the customer, a prorata adjustment of the monthly charges involved will be allowed automatically for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of 24 hours from the time it is reported to or detected by the Company except as otherwise specified in this Tariff. The adjustment shall not be applicable for the time that the Company stands ready to repair the service and the customer does not provide access to the Company for such restoration work.

3.17.5 Application of Rates

There are two rate elements: Digital Channel Capacity and Service Activation, which are applicable to each Digital Channel Service.

The Digital Channel Capacity element provides for the transport between the end user premises and the serving central office. Digital Channel Capacity is offered on a month-to-month basis.

Service Activation charges are recurring charges and are applicable for each network service (switched or dedicated) required by the customer. Service Activation is offered on a month-to-month basis. For DS1 services, a DS1 Service Activation charge is applicable.

Monthly rates and charges as specified in Section 4.14 for Digital Channel Capacity apply according to the requested channel capacity. These rates apply regardless of the number of digital channels that are actually activated by the customer at a point in time.

Rates and charges specified in other Tariff sections for services such as Custom Calling features and Subscriber Line Charge, etc., are in addition to the monthly rates for Digital Channel Service. The rates and charges for other services connected to or extended beyond Digital Channel Service (i.e., off-premises extensions and private lines, etc.) are in addition to the rates specified in this Tariff for the Digital Channel Service portion necessary to provide customer end-to-end service. This will also apply to Nonrecurring Charges and Service Connection Charges as specified in other tariffs for activities involving the non-Digital Channel Service portion of the customer end-to-end service.

A Termination Liability Charge will be applicable should the customer discontinue service prior to the end of the commitment period.

If prior to the end of the commitment period, the customer disconnects for any reason or is disconnected for non-payment of service, the customer agrees to pay the early termination liability charges and applicable taxes which is determined by the difference between the month-to-month price and the applicable term price times the number of months remaining in the term. If the customer disconnects before one year, the waived installation fees equal to the month-to-month option should be recovered in full.

Should customers request interconnection between different Digital Channel Services provisioned in two or more different local serving offices, 1.544 Special Transport mileage as specified in Section 4.15 of this Tariff will apply. This charge will apply in addition to Digital Channel Service charges for each premises for which Digital Channel Service is provisioned.

3.18 Private Line Telephone Service and Channels

3.18.1 General

Private line telephone service is that of providing the requisite facilities, to enable the customer to communicate between specified locations for twenty-four hours per day, seven days a week. All facilities for this service are furnished by the Company.

Channels are furnished between specified locations for use with telegraph, buzzer, burglar alarm, clock, fire alarm, messenger services and other such similar service with telegraph characteristics, in connection with which the customer provides the terminal equipment. Such channels may, upon approval of the Company, be used to supplement channels owned and maintained by the customer, where the channel owned by the customer is located on his property or right-of-way as in the case of a railroad or where the customer has, under proper State of Municipal franchise, the right to maintain and use such channels for the desired purpose.

The service and channels provided under this section are not furnished for the commercial transmission of communications between exchanges.

The rates herein are applicable when facilities are available and when standard transmission can be provided without the use of special equipment.

This tariff applies to channel services furnished or made available by the Company or furnished jointly with other local exchange companies between two or more points within Maryland. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this tariff.

3.18.2 Definitions

CHANNEL – A Channel is a path between two or more points furnished by means of any type facility over any route the Company may elect to use.

CHANNEL FIXED CHARGE – Is a rate element that recovers the cost for end office equipment associated with terminating the interexchange facility in the serving wire center.

CHANNEL MILEAGE FACILITY – Is a rate element that recovers the per mile cost for the transmission path which extends between the Company serving wire centers.

CHANNEL TERMINATION – Is a rate element that recovers the costs associated with the communications path between a customer-designated premises and the serving wire center of that premises.

3.18.3 Channel Types

The Company offers the following Interexchange channel types:

Voice Grade – a channel for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz. A Voice Grade channel will generally support analog data requirements.

Digital Data – a channel for the digital transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56.0 or 64.0 Kbps.

High Capacity – a channel for the transmission of isochronous serial digital data at rates of 1.544 or 44.736 Mbps.

3.19 Special Arrangements

3.19.1 Special Construction

3.19.1.1 Basis for Charges

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 (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

3.19.1.2 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 a customer.

3.19.2 Non-Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

3.20 Bundled Services

This unique section contains service bundles consisting of regulated local exchange services combined with other communication services that are regulated under other tariffs of the Company filed with the Commission and/or services not regulated by the Commission. Examples of the other communication services that may be included in a bundle with regulated local services are: toll services, voice mail, and internet. Where other communication services not regulated under this local exchange service tariff are listed in the bundles they will be marked with an asterisk "**".

Non-regulated services may be included in bundled services. Non-regulated items are:

- Not regulated by the Commission
- Priced separately outside of this tariff
- Are included in this tariff only for informational purposes as part of the terms and conditions for the package.

3.20.1 Business Bundle

Business Bundle is an optional business service package which provides a combination of offerings. Promotional pricing may discount below the listed rate. Business Bundle consists of the following offerings:

- Single business line with unlimited local usage
- Per minute rate for Lumos' Long Distance Service for interstate/intrastate calls or Lumos Unlimited Long Distance interstate/intrastate
- Long distance does not include collect, third party, directory assistance, international or calls to Alaska or Hawaii

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3.20.2 Reserved for Future Use

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3.20.3 Integrated Access

3.20.3.1 General

Integrated Access is an optional business service package which combines voice grade line, long distance*, voicemail*, and broadband internet* access over a High Capacity Service or Fiber.

3.20.3.2 Regulations

- A. Integrated Access consists of the following offerings:
- Integrated voice grade line with unlimited usage within the LUMOS NETWORKS' local calling areas.
 - All custom calling features except call trace.
 - LUMOS NETWORKS' Long Distance Service for interstate and intrastate intralata calls*
 - Voicemail*
 - Unlimited symmetrical Internet access starting at 256K with upgrades in 256K increments*
 - LUMOS NETWORKS' hosted email (up to 50 email addresses)*
- B. Integrated Access is available only to customers with minimum monthly revenue of \$495.95.
- C. Integrated Access is not available with other discount plans.
- D. Integrated Access is available only to customers who subscribe to LUMOS NETWORKS as their carrier for local service and interstate and intralata long distance for all lines.
- E. Integrated Access lines must have the same LUMOS NETWORKS' Long Distance Plan on each line.*
- F. Long distance calls included in Integrated Access will be direct dialed. Additional charges will apply to collect, third party, directory assistance, international, or calls to Alaska or Hawaii.*

* Not regulated under this Tariff

- G. Detailed toll billing is not provided on unlimited Long Distance plans or on calls made within the LUMOS NETWORKS' local calling areas.
- H. Integrated Access includes use of LUMOS NETWORKS' Integrated Access Device (IAD) which remains the property of LUMOS NETWORKS and functions as the Network Interface Device (NID).
- I. Integrated Access requires a contract of one year or longer.
- J. The Setup Charge is waived with a three-year contract.
- K. E911 location information for Integrated Access customers is provided to the appropriate 911 database using the physical location of the Integrated Access Device (IAD). The Company provisions 911 service for Integrated Access customers as set forth in Section 3.15 of this Tariff.

3.20.4 Integrated Centrex

3.20.4.1 General

- A. Integrated Centrex is an optional local business exchange telecommunications service available on pre-qualified Lumos Networks Broadband Connections*. The telephone company reserves the right to deny service if pre-qualification fails. Integrated Centrex is not offered in association with pay telephone service.
- B. Integrated Centrex Service is a service arrangement which consists of host central office interface equipment and software located on company premises. This service provides local exchange access and feature packages as set forth in section 3.20.4.2 following.
- C. Mobile E911 is an optional service and is only available to customers that agree to take full responsibility of updating their current physical address through a web portal via a third-party routing vendor. Customers must sign a contract agreeing to these terms and agree to pay a mobile routing fee.

* Not regulated under this Tariff

3.20.4.2 Feature Packages

Integrated Centrex Service offers feature packages shown below at rates and charges set forth in Section 4.16

Features provided via Integrated Centrex Service from host central office equipment and software include:

A. Office:

Anonymous Call Rejection	Authentication
Basic Call Logs	Call Forwarding Always
Call Forwarding Busy	Call Forwarding No Answer
Call Return	Call Transfer
Call Waiting	Calling Line ID Delivery Blocking
Calling Line ID (Internal/External)	Customer Originated Trace
Last Number Redial	Outlook Integration
Speed Dial 8	Three-Way Call
Voice Messaging	

B. Executive:

Alternate Numbers	Anonymous Call Rejection
Authentication	Barge-In Exempt
Basic Call Logs	Call Forwarding Always
Call Forwarding Busy	Call Forwarding No Answer
Call Forwarding Selective	Call Return
Call Transfer	Call Waiting
Calling Line ID Delivery Blocking	Calling Line ID (Internal/External)
Customer Originated Trace	Do not disturb
Last Number Redial	Multiple Call Arrangement
Outlook Integration	Priority Alert
Push to Talk	Remote Office
Selective Call Rejection	Shared Call Appearance
Speed Dial 100	Three-Way Call
Voice Messaging	

C. Assistant:

Alternate Numbers	Anonymous Call Rejection
Authentication	Basic Call Logs
Call Forwarding Always	Call Forwarding Busy

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Call Forwarding No Answer	Call Forwarding Selective
Call Return	Call Transfer
Call Waiting	Calling Line ID Delivery Blocking
Calling Line ID (Internal/External)	Customer Originated Trace
Directed Call Pickup w/Barge-in	Last Number Redial
Multiple Call Arrangement	Outlook Integration
Priority Alert	Push to Talk
Selective Call Rejection	Shared Call Appearance
Speed Dial 100	Three-Way Call
Voice Messaging	

D. Lobby:

Authentication	Call Return
Call Transfer	Call Waiting
Calling Line ID Delivery Blocking	Calling Line ID (Internal/External)
Last Number Redial	Three-Way Call

E. Receptionist:

Alternate Numbers	Anonymous Call Rejection
Automatic Hold/Retrieve	Basic Call Logs
Call Forwarding Always	Call Forwarding Busy
Call Forwarding No Answer	Call Forwarding Selective
Call Return	Call Transfer
Call Waiting	Calling Line ID Delivery Blocking
Calling Line ID (Internal/External)	Customer Originated Trace
Directed Call Pickup w/Barge-in	Last Number Redial
Outlook Integration	Priority Alert
Push to Talk	Selective Call Rejection
Speed Dial 100	Three-Way Call
Voice Messaging	

If Hardware Based:

Busy Lamp Field

Definitions of the features are kept on file in the Company Business Office.

F. Features

1. Assistant Enterprise (Toolbar): A software application that allows Integrated Centrex customers to control their key

features through an integrated toolbar interface within Outlook, Internet Explorer, or Firefox.

2. Communicator (Softphone): A software application that allows Integrated Centrex customers to communicate with a software based IP phone using a standard Windows-based PC.

3.20.4.3 Liability of the Telephone Company

The Telephone Company makes no guarantee and assumes no liability for the accuracy, performance or non-performance of the Integrated Centrex Service.

3.20.4.4 Conditions

- A. Integrated Centrex Service is a bundled service that requires Lumos Networks Broadband service* and Lumos Networks Long Distance*.
- B. The Company will furnish one alphabetical and one classified directory listing on a per Integrated Centrex Service summary account, without charge. Additional directory listings are offered subject to the provisions set forth in Section 3.8, preceding.
- C. The rates and charges shown for Integrated Centrex Service apply to establishment of Integrated Centrex Service only. Other services as provided for in the Tariffs of the Company may be furnished in connection with this service at rates and charges specified for such services.
- D. Integrated Centrex Service is offered on a contractual basis commencing on the date the service is established. The rates per Integrated Centrex Line, Feature package, and Line/Trunk charges are set forth in Section 4.16.6, following, apply each month from the time the System is placed in service until the Integrated Centrex Service is discontinued.
- E. Customer-provided equipment for Integrated Centrex Service shall be selected from the Lumos Networks Network Authorized List.

* Not regulated under this Tariff

- F. Integrated Centrex Service line rates shown herein do not include provisions for stations or inside wire maintenance or any Customer Local Area Network maintenance.
- G. This Tariff contemplates the use of central office equipment selected by the Company. When special central office equipment or features are provided at the request of the customer, special assembly rates and charges may be applied in addition to those shown herein.
- H. This Tariff (including the rates and charges shown herein) for Integrated Centrex Service is subject to such changes or modifications as the appropriate regulatory authority may from time to time direct or allow in the exercise of its jurisdiction.

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4 RATES AND CHARGES

4.1 Calculation of Rates

4.1.1 Rates for service are based on flat rate or measured rate usage. Rates are not mileage sensitive.

4.1.2 Timing of calls begins when the call is answered at the called station.

4.2 Local Service Provider Freeze

4.2.1 The Company will make available a local service provider freeze to all residence and business customers on a nondiscriminatory basis at no charge to the end user. This freeze prevents a change in the end user's local service provider unless the end user gives the carrier from whom the freeze was requested his or her express consent.

4.2.2 End users may request a freeze on their local service provider as a means of protection from unauthorized changes. In establishing a freeze, carriers must follow the verification procedures for preferred carrier freezes of the Federal Communications Commission ("FCC") (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

4.2.3 The Company will accept a customer's written or oral authorization, including a three-way call with the customer, the Company and the new local service provider selected by the customer, to lift a freeze previously imposed by the customer on his or her choice of local service provider. In accordance with federal regulations, when engaged in oral authorization to lift a local service provider freeze, the Company must confirm appropriate customer identification data and the customer's intent to lift the freeze. Carriers will impose and lift the freeze in accordance with the then applicable provisions of the federal regulations, the current provisions of which appear at Title 47, Part 64 of the Code of Federal Regulations, 47 C.F.R. 64.1190. Carriers must still follow the verification procedures of the FCC for changing preferred carriers (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

4.3 LOCAL EXCHANGE SERVICES

4.3.1 Business Monthly Local Exchange Service Rates

BUSINESS			Termination Charge**		
	Rate	USOC	Per Line	USOC	
Single Line Unlimited Usage Flat Rate					
No Term/Monthly	\$52.50	5CBUL	NA	NA	(I)
1 Year Term	\$43.50	5B1YT	\$9.00	51YET	(I)
3 Year Term	\$41.50	5B3YT	\$11.00	53YET	(I)
5 Year Term	\$36.50	5B5YT	\$13.00	55YET	(I)
PBX 2-Way DID/DOD Trunk Unlimited, Flat Rate	\$59.50	5CPBX	NA	NA	

** This is a one-time charge applied to any line terminated prior to the end of the term. The fee is calculated by multiplying the number of months remaining in the term by the applicable fee by the number of lines.

4.4 Directory Assistance Service Rates

Customer Dialed, per call.....	\$1.50
Operator Dialed, per call.....	\$4.75

4.5 Local Operator Services Rates

Rates - the following charges are in addition to any charges for local messages as specified in this Tariff. Rates apply in addition to toll charges.

	Charge, per call
Operator Dialed Calling Card	\$3.25
Operator Completed	\$3.25
Billed to Third Number	\$3.25
Collect	\$3.25
Person to Person	\$4.50

4.6 Service Ordering Charges

	Business	USOC
Install or "To and From," Order Charge	\$20.00	5SOI
Change of Record, Order Charge	\$10.00	5SOC
Line Connection Charge	\$20.00	5LC
Premises Visit Charge	\$10.00	5PV

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4.7 Directory Listings

4.7.1 Regular additional listings are provided at the following:

		Monthly Rate	
		Business	USOC
1.	Normal Listing	\$3.10	5DIRL
2.	Foreign Listing	\$3.10	5DIRF

4.7.2 Non-Listed and Non Published:

		Monthly Rate	USOC
	Non-Listed Service	\$2.25	5DIRN
	Non-Published Service	\$2.50	5DIRP

4.7.3 Customized Service Number Charges

The following charge applies for Customized Number Service in addition to the appropriate Service Charge as described in Section 4.6 preceding of this Tariff and to all other rates and charges applicable to the associated telephone service.

		Nonrecurring Charge	
		Business	USOC
	Each Customized Telephone Number Requested and placed in service	40.00	5DIRC

4.8 Custom Calling Features

Monthly Rates, per line:

Features	USOC	Business Rate	USOC
Call Forwarding		\$2.00	5CF
Call Waiting		\$2.25	5CW
Extension Intercom		\$1.75	5EI
Enhanced Call Forwarding			
a. Busy		\$1.85	5CFB
b. Don't Answer		\$1.85	5CFDA
c. Busy and Don't Answer		\$2.00	5CFBN
Speed Calling			
a. Eight Codes		\$2.00	5SC8
b. Thirty Codes		\$2.85	5SC30
Three-Way Calling		\$3.25	53WC
Three-Way Call Transfer		\$1.75	53WCT
Toll Denial		\$2.00	5TD
Cancel Call Waiting		\$0.00	5CCW
Call Hold		\$1.75	5CH
Automatic Call Back, per month		\$1.75	5ACBM
Automatic Call Back, per activation		\$0.50	5ACBA
Enhanced (Distinctive) Ringing		\$1.75	5ER
Toll Control		\$2.25	5TCON
Rotary Line Break		\$7.50	5RLB
Caller ID		\$6.95	5CID
Call Trace (Customer Originated Trace)		\$3.00	5CTT
Selective Call Acceptance		\$3.25	5SCA
Selective Call Rejection		\$3.25	5SCR
Selective Call Forward		\$3.25	5SCF
Selective Call Waiting		\$3.25	5SCW
Return Call, per month		\$3.25	5RCM
Return Call Usage		\$0.75	5RCA
Priority Call (Distinctive Ringing/Call Waiting)		\$3.25	5PC
Custom Calling Volume Discounts			
a. Credit for Two Features		(\$0.25)	5CCD2
b. Credit for Three Features		(\$0.50)	5CCD3
c. Credit for Four Features		(\$0.75)	5CCD4
d. Credit for Five Features		(\$1.00)	5CCD5
e. Credit for Six Features		(\$1.25)	5CCD6
f. Credit for Seven Features		(\$1.50)	5CCD7
g. Credit for Eight Features		(\$1.75)	5CCD8
h. Credit for Nine or More Features		(\$2.00)	5CCD9

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4.8 Custom Calling Features (continued)

Monthly Rates, per line: (continued)

Features	USOC	Business Rate	USOC
Message Waiting			
a. Stutter Dial Tone Per Line			
Business (1-39 Lines)		\$1.00	5ST39
Business (Over 39 Lines)		\$0.50	5ST40
b. Visual Indication Per Line			
Business (1-39 Lines)		\$1.00	5V139
Business (Over 39 Lines)		\$0.50	5V140
Per Call Blocking		\$0.00	5CBL
Anonymous Call Rejection			
a. Caller ID Customers		\$0.00	5ACRC
b. Non-Caller ID Customers		\$2.75	5ACRN
Call Waiting with Distinctive Tone and Distinctive Ring		\$1.00	5CWD
Non-Call Waiting with Distinctive Ring		\$1.00	R 5NCW R
Enhanced Caller ID		\$7.95	5CNAM
Call Forwarding – Remote		\$1.00*	5CFR
* Rate is in addition to Caller ID rate			
Call Block		\$3.25	5CBLK
Special Business Package, includes Call Forwarding Busy, Call Forwarding No Answer, Call Forwarding Variable, Three-Way Calling, Call Transfer		\$2.00	5SPKG
Per-Line Blocking		\$2.00	5PLBK

4.9 Remote Call Forwarding Rates

	Monthly	USOC	NRC	USOC
Each arrangement associated with a Remote Call Forwarding Number	\$20.00*	5RCF	\$10.00	5RCFI

In addition, for each call forwarded to a terminating telephone number in the local service area of the exchange or zone in which the RCF telephone number is located, charges apply as shown elsewhere in this Tariff for Additional Business Message Units, as appropriate. For each call forwarded to a terminating telephone number not in the local service area of the exchange or zone in which the RCF telephone number is located, long distance charges apply.

4.10 Call Screening Rates and Charges

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Per Line Equipped, Per Month

	Business	USOC
Outgoing Call Screening	\$2.00	5OCS
Incoming Call Screening - Third Number and Collect	\$0.00	
Incoming Call Screening – Third Number Only	\$0.00	
Incoming Call Screening – Collect Only	\$0.00	

4.11 Direct Inward Dialing (DID) Service Rates and Charges

	Per Month	USOC
Each DID Trunk Equipment**	\$10.00*	5DTE
Each 20 DID Telephone Numbers	\$10.00	5D20

* In addition to the Basic Local Exchange Trunk Rate

** The customer is required to subscribe to a sufficient number of trunks in the DID trunk group to maintain an incoming Trunk Completion rate of 99 percent.

4.12 Reserved Telephone Number Services Rates

	Monthly	USOC
For each reserved telephone number	\$1.00	5TNRS

4.13 Primary Rate Interface

4.13.1 All usual and applicable Service Connection Charges and Nonrecurring Charges as specified in the Telecommunications Services Tariff apply to the activation, move, or change of channel equivalents within PRI Service packages as well as for installation of the basic system.

4.13.2 PRI Primary Rate Access Line *

	Per Month	USOC	Installation Charge	USOC
1-Year Contract	\$200.00	5PRIL	\$500.0	5PRMI
3-Year Contract	\$175.00	5PR13	\$ 0	
5-Year Contract	\$160.00	5PR15	\$ 0	

* Must be installed at the same customer designated premises on the same trip and placed on the same order.

4.13.3 PRI Access Line Channel Mileage

PRI Channel Mileage is furnished when transmission facilities are required between serving central offices. Channel mileage monthly rates are per airline mile or fraction thereof.

For High Capacity mileage and fixed rates, refer to Section 4.15.

4.13.4 PRI Services will be available in combinations of Primary Rate Channels according to the limits of the Company central office type. Customers will choose the most appropriate combination(s) and will be billed for the services as appropriate.

1. Primary Rate Interface Arrangements, each

	Monthly	USOC	NRC	USOC
23B+D				
Month-to-Month Option	\$500.00	5P23M	\$500.00	5PRMI
3-Year Contract	\$450.00	5P233	\$ 0	
5-Year Contract	\$400.00	5P235	\$ 0	
24B				
Month-to-Month Option	\$500.00	5P24M	\$500.00	5PRMI
3-Year Contract	\$450.00	5P243	\$ 0	
5-Year Contract	\$400.00	5P245	\$ 0	

2. Primary Rate Channels (Voice or Data)

a. One-Way Channel, Each channel	\$2.00	5PIWC	\$0.00	
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Note: Without the two-way channel adder charge, following, PRI channels will be arranged for one-way (from Central Office) communication (voice or data); only the Caller ID feature will be available in conjunction with one-way PRI channels.

b. Two-Way Channel Adder Charge,
Each channel \$2.00 5P2WC

3. Incoming Call Identification
(Name and Number)
Primary Rate Interface, each

Month-to-Month Option	\$100.00	5PCIM
3-Year Contract	\$ 75.00	5PCI3
5-Year Contract	\$ 50.00	5PCI5

4. D Channel Backup**
each channel \$ 50.00 5PDCH

** Certain equipment restrictions apply.

4.13.5 Move Charge

A move charge, per PRI Primary Rate Access Line, applies for each Primary Rate Access Line moved to a new location in the same building. This move charge is equal to the sum of the Primary Rate Access line nonrecurring charge, Service Change Charge – Inside Moves and Premises Visit Charge specified in F following.

4.13.6 Service Connection Charges.

1. Service Establishment Charges are applicable for each PRI Primary Rate access line ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing, and coordination.
2. Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's termination change at the same premises or

transfer of service responsibility request, for processing the necessary data on an existing Primary Rate Access line. A Service Change Charge is applicable for each Primary Rate Access line associated with the customer request (in lieu of a Service Establishment Charge).

3. Premises Visit Charges are applicable per Primary Rate Access Line, for the termination of a channel at a customer's premises or for termination change at the same premises. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.

4. Charges for PRI Service

	NRC	USOC
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- (a) Service Change Charge per Primary Rate Access Line

1. For termination change at the same premises, physical, each

\$300.00	5PRCL
----------	-------
 2. For termination change at the same premises, programming, each

\$65.00	5PRCP
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4.13.7 Termination Liability Charges

If prior to the end of the commitment period, the customer disconnects for any reason or is disconnected for non-payment of service, the customer agrees to pay the early termination liability charges and applicable taxes which is determined by the difference between the month-to-month price and the applicable term price times the number of months remaining in the term. If the customer disconnects before one year, the waived installation fees equal to the month-to-month option should be recovered in full.

4.14 Digital Channel Services Rates and Charges

4.14.1 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity, (i.e., installation of service or change to an existing service). The types of nonrecurring charges that apply for Digital Channel Services are those listed below.

4.14.1.1 Service Order Charges

1. Service Establishment Charge

This charge applies to the initial Digital Channel Capacity(s) ordered by a customer for receiving, recording and processing the request for service. This charge includes processing orders to establish initial Digital Channel and Service Activations.

2. Service Change Charge

This charge is associated with a customer request for modifications to an existing Digital Channel Service. This would include activities such as, but not limited to:

- Change of associated channel assignment.
- Additions of supplemental features.
- Activate/Deactivate Service Activations.

3. Installation of Digital Channel Service

These are nonrecurring charges associated with the work performed by the Company in connection with the physical installation activities involving central office and/or outside plant facilities. These charges apply at initial installation and for each service activation.

In addition to these charges, the appropriate Local Service Order Charges in Section 4.6 of this Tariff will apply.

4. Service Order Charges

		Nonrecurring Charge	
(1)	Service Establishment Charge, per Digital Channel Service	\$275.00	5DCSE
(2)	Service Change/Addition Charge Per Digital Channel Service Order \$50.00		5DCSC

4.14.2 Digital Channel Capacity

The monthly and nonrecurring rates for Digital Channel Capacity without Activated Services are as follows:

4.14.2.1	Monthly Rate	USOC	Nonrecurring Charge	USOC
DS1 Facility (24 DS0 Channels) 1 year commitment	\$200.00	5DC1	\$250.00	5DCIN
Each Additional DS1 Facility	\$200.00	5DC1	\$250.00	5DCIN
DS3 Facility (28 DS1 Channels) 1 - 3 DS3 Facilities	\$2,200		\$7,000.00	

4.14.2.2 DS1 Term Discounts

	Monthly	USOC	Nonrecurring	USOC
2 Year Commitment	\$187.00	5DC12	\$250.00	5DCIN
3 Year Commitment	\$175.00	5DC13	\$ 0	
5 Year Commitment	\$160.00	5DC15	\$ 0	

4.14.3 Service Activations - Per Network Service

	Monthly Rate	USOC
1. Exchange Line/Trunk:		
No Term/Monthly	\$17.50	5DCLT
3-Year Term	\$16.50	5DCL3
5-Year Term	\$15.50	5DCL5
2. Centrex Station Lines	\$ 5.50	5DCEN
3. Foreign Exchange	\$25.00	5DFX
4. Off-Premises Extension	\$15.00	5DOPX
5. Tie Line	\$25.00	5DTIE
6. Private Line	\$25.00	5DPRL
7. Switched Data	\$10.00	5DCSD
8. Digital Data Service		
a. 2.4 kbps	\$25.00	5DCDD
b. 4.8 kbps	\$25.00	5DCDD
c. 9.6 kbps	\$25.00	5DCDD
d. 19.2 kbps	\$25.00	5DCDD
e. 56 kbps	\$25.00	5DCDD
f. 64 kbps	\$25.00	5DCDD
9. DS1 Service		
1.544 Mbps	\$90.00	5DCD1

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4.15 Private Line Telephone Service and Channels

4.15.1 Voice Grade Service

	Monthly Rate	USOC	One-Time Charge	USOC
1. Channel Termination, per termination				
Two-Wire	\$25.00	5VG2W	\$100.00	5VGIN
Four-Wire	\$50.00	5VG4W	\$100.00	5VGIN
			Monthly Rate	USOC
2. Channel Mileage Facility, per mile	\$ 2.00			5VCMF
3. Channel Mileage Fixed, per circuit			\$30.00	5VCMT
4. Optional Features and Functions				
Voice Bridging, per port (2- or 4-wire)			\$ 7.50	5VVBR
Data Bridging, per port (2- or 4-wire)			\$ 7.50	5VDBR
Type C Conditioning			\$ 7.50	5VCON
Improved Return Loss (2- or 4-wire)			\$15.00	5VIRL
Signaling Capability, per termination			\$15.00	5VSIG
Data Capability, per termination			\$ 7.50	5VDC

4.15.2 Digital Data Service (2.4 Kbps to 64 Kbps)

Channel Termination, per termination

	Monthly Rate	USOC	One-Time Charge	USOC
1. Month-to-Month	\$90.00	5DDMM	\$200.00	5DDIM
2. One Year	\$80.00	5DD1	\$150.00	5DDIN
3. Two Years	\$75.00	5DD2	\$150.00	5DDIN
4. Three Years	\$70.00	5DD3	\$150.00	5DDIN
5. Five Years	\$65.00	5DD5	\$150.00	5DDIN

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	Monthly Rate	USOC		
Channel Mileage Facility, per mile	\$ 3.00	5DCM		
Channel Mileage Fixed, per circuit	\$55.00	5DCMF		
Optional Features and Functions				
1. Bridging, per port	\$10.00	5DDBR		
4.15.3 High Capacity Service – DS1 (1.544 Mbps)				
Channel Termination, per termination				
	Monthly Rate	USOC	One-Time Charge	USOC
1. Month-to-Month	\$275.00	5DSMM	\$500.00	5DSIM
2. One Year	\$200.00	5DS11	\$250.00	5DSIN
3. Two Years	\$187.50	5DS12	\$250.00	5DSIN
4. Three Years	\$175.00	5DS13	\$ 0	
5. Five Years	\$160.00	5DS15	\$ 0	
Channel Mileage Facility, per mile				
1. One Year	\$15.00	5DSIM		
2. Three Years	\$12.00	5DSM3		
3. Five Years	\$10.00	5DSM5		
Channel Fixed Charge, per circuit				
1. One Year	\$75.00	5DSIF		
2. Three Years	\$60.00	5DSF3		
3. Five Years	\$50.00	5DSF5		
On-Net Channel Mileage Facility, per mile*				
1. Month-to-Month	\$ 6.00	5D10M		
2. One Year	\$ 5.00	5D101		
3. Three Years	\$ 4.00	5D103		
* Minimum Mileage Charge of \$150 per DS1				5D1MI

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Optional Features and Functions:

	Monthly Rate	USOC
1. Cross Connect, per DS0 connection	\$ 2.50	5D0XC
2. Cross Connect, per DS1 connection	\$ 7.50	5D1XC
3. Multiplexing – DS1 to DS0	\$180.70	5MX10

4.15.4 High Capacity – DS3 (44.736 Mbps)

	Monthly Rate	USOC	One-Time Charge	USOC
Channel Termination, per termination				
1. One Year	\$2,500.00	5DS31	\$1,000.00	5DS3I
2. Two Years	\$2,000.00	5DS32	\$ 500.00	5DS3N
3. Three Years	\$1,750.00	5DS33	\$ 0	
4. Five Years	\$1,500.00	5DS35	\$ 0	
Channel Mileage Facility, per mile	\$ 150.00	5DS3M		
Channel Mileage Fixed, per circuit	\$ 500.00	5DS3F		
On-Net Channel Mileage Facility, per mile *				
1. Month-to-Month	\$ 73.00	5D3OM		
2. One Year	\$ 60.00	5D3O1		
2. Three Years	\$ 48.00	5D3O3		
3. Five Years	\$ 35.00	5D3O5		

Optional Features and Functions:

	Monthly Rate	USOC
1. Cross Connect, per DS3 connection	\$150.00	5D3XC
Multiplexing, per Arrangement DS3 to DS1	\$474.00	5MUX

* Minimum Mileage Charge of \$1,500 per DS3

5D3MI

4.15.5 Termination Liability Charges

If prior to the end of the commitment period, the customer disconnects for any reason or is disconnected for non-payment of service, the customer agrees to pay the early termination liability charges and applicable taxes which are determined by the difference between the month-to-month price and the applicable term price times the number of months remaining in the term. If the customer disconnects before one year, the waived installation fees equal to the month-to-month option should be recovered in full.

4.16 BUNDLED SERVICE RATES

4.16.1 Business Bundle

	Monthly	(N)
Per Line – with per minute Interstate and Intrastate* (per minute rate under this option is \$0.05)	\$42.95	
Per line – unlimited Interstate and Intrastate *	\$62.95	
* does not include not include collect, third party, directory assistance, international, or calls to Alaska or Hawaii.		

4.16.2 Reserved for Future Use

4.16.3 Reserved for Future Use

4.16.4 Reserved for Future Use

4.16.5 Integrated Access

Integrated Access consists of several options listed below that must meet a monthly revenue requirement of \$495.95. The options are listed below:

	Monthly	NRC
A. Integrated Voice Grade Line	\$30.00	
B. Lumos Networks Long Distance Options:*		
Interstate and Intrastate Intralata Unlimited, per line*	\$15.00	
Interstate and Intrastate Intralata Per minute, per line*	\$ 0.05	
C. Internet Options:*		
Dedicated Internet 256K*	\$219.95	
Dedicated Internet 512K*	\$319.95	
Dedicated Internet 768K*	\$369.95	
D. Setup Charge**		\$199.00

*Not regulated under this Tariff

**Includes both regulated and non-regulated service setup.

4.16.6 INTEGRATED CENTREX

The following rates and charges apply.

- A. The rates and charges shown apply in addition to all other applicable rates and charges shown elsewhere in this Tariff.
- B. The following line rates apply:

	USOC	MONTHLY
Line Charge	VO4CL	\$22.95

- C. The following Feature Package Service Rates apply per line.

	USOC	MONTHLY
Office	VOXOF	\$2.00
Executive	VOXEX	\$5.00
Assistant	VOXAS	\$4.00
Lobby	VOXLB	\$1.00
Receptionist	VOXRE	\$40.00

The following Feature Service Rates apply per line.

	USOC	MONTHLY
Assistant Enterprise (Toolbar)	VOXTB	\$1.95
Communicator (Softphone)	VOXSP	\$5.95

- D. Lumos Networks Long Distance Options:*

	USOC	MONTHLY
Interstate and Intrastate Intralata Unlimited, per line*	VOLDU	\$15.00
Interstate and Intrastate Intralata Per minute, per line*	VOLD5	\$0.05

- E. Appropriate Nonrecurring Charges set forth in Section 4.6 of this Tariff apply to installation of an Integrated Centrex Service System up to and including the Network Interface.

*Not regulated under this Tariff

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5 INTRALATA TOLL PRESUBSCRIPTION

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.

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:

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

5.2.2 Charge for IntraLATA Toll Presubscription

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

5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users 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.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit

PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

5.3.2 Verification of Orders for Telemarketing

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

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

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

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

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

5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

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

5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

5.4 PIC Switchback Options

5.4.1 Customer denies requesting change of ITP.

When the 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. The customer will be billed the PIC charge as specified in 5.7.2.

5.5 IntraLATA Preferred Carrier Freeze Selection

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

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

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

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

Marketing of PIC Freeze Option

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

5.6 Informational Notice to Customers

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

5.7 Rates and Charges

- | | | |
|-------|--------------------------------------|---------|
| 5.7.1 | Charge for ITP Carrier Change | \$ 5.00 |
| 5.7.2 | Charge for Switchback Carrier Change | \$ 5.00 |