Spectrotel of Maryland, LLC d/b/a One Touch Communications d/b/a Surftone d/b/a Touch Base Communications

This tariff MD PSC Tariff No. 4 issued by Spectrotel of Maryland, LLC d/b/a One Touch Communications d/b/a Surftone d/b/a Touch Base Communications, cancels and replaces MD PSC Tariff No. 2 issued by Spectrotel, Inc. d/b/a One Touch Communications d/b/a Surftone d/b/a Touch Base Communications

Tariff Schedule Applicable to
Switched Access Services Furnished by
Spectrotel of Maryland, LLC

d/b/a One Touch Communications

d/b/a Surftone

d/b/a Touch Base Communications

Between Points Within the State of Maryland

Issued: November 16, 2012
Issued By: Jacob J. Dayan, Chief Executive Officer

Effective:

Jacob J. Dayan, Chief Executive Officer 3535 State Highway 66, Suite 7 Neptune, NJ 07753

January 1, 2013

CHECK SHEET

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

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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 <u>Switched Access Services</u> that originate and terminate
 - in Maryland. Specific services and rates are described elsewhere in this tariff.
 - 1.2.3 The Company's services are available to <u>Communications Carriers certified by the Maryland Public Service Commission.</u>
 - 1.2.4 The Company's service territory is <u>statewide and consists exchanges or zones:</u>

Exchange <u>or Zone</u>	Rate Group	Exchange and Zones Included in Exchange Areas
Aberdeen	B,B2	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Havre de Grace, Perryville and Port Deposit exchanges, and the Fork zone.
Annapolis	B,B2	Annapolis, Crofton, Millersville, Odenton, Sherwood Forest and West River exchanges, and the Armiger-Gibson Island, Brooklyn Park-Linthicum, Glen Burnie, Severn and Severna Park zones.
Arbutus Zone	A,A1	All zones of the BMEA and the Columbia and Sykesville exchanges.
Armiger-Gibson Island Zone	A,A1	All zones of the BMEA and the Annapolis exchange.

Exchange Or Zone	Rate Group	Exchange and Zones Included in Exchange Areas
Ashton	A,A2	Ashton, Columbia, Damascus, Gaithersburg, Glenwood and Laurel exchanges, and the Berwyn, Bethesda, Hyattsville, Kensington, Layhill, Rockville, Silver Spring and Washington, D.C., zones. In addition, telephones in the Ellicott City Zone are included in the exchange area of telephones bearing the central office description of 854 of the Ashton Exchange.
Baltimore Zone	A,A1	All zones of the BMEA and the Columbia, Fallston, Sparks-Glencoe, Sykesville and Worthington exchanges.
Bel Air	B,B2	Bel Air, Aberdeen, Cardiff, Churchville, Darlington, Edgewood, Fallston, Havre de Grace and Jarrettsville exchanges, and the Fork, Parkville and Towson zones.
Berlin	B,B2	Berlin, Bishopville, Ocean City, Pocomoke, Salisbury, Snow Hill and Willards.
Berwyn Zone	A,A2	All zones of the WMEA and the Ashton, Columbia, Crofton and Laurel exchanges. In addition, telephone services bearing the central office designations 410-724, 792, 797, 813, 862 and 880 of the Waterloo zone are also included in the exchange area of customers with telephone services bearing the central office designation 301-206, 369, 419, 886 and 953 of the Berwyn zone.
Bethesda Zone	A,A2	All zones of the WMEA and the Ashton, Damascus, Gaithersburg and Laurel exchanges.
Bishopville	B,B2	Bishopville, Berlin, Ocean City, Salisbury, Selbyville, Del., Snow Hill and Willards.
Bittinger	B,B1	Bittinger, Friendsville-Accident, Grantsville, Lonaconing, Oakland, and Westernport.
Bowie- Glenn Dale	A,A2	All zones of the WMEA and the Crofton, Laurel, Millersville, Odenton and West River exchanges. In addition, telephone services bearing the central office designations 410-519 or 551 of the Severn zone and 410-793 of the Severna Park zone are also included in the exchange area of customers with telephone services bearing the central office designations 301-261, 621, 677, 858, 912 or 970 of the Bowie-Glenn Dale zone.
Brandywine	B,B2	Brandywine, Hughesville and Waldorf Exchanges, and the Capitol Heights, Clinton, Marlboro and Oxon Hill zones.
Brooklyn Park- Linthicum Zone	A,A1	All zones of the BMEA and the Annapolis, Columbia, Millersville, Odenton, Sherwood Forest and Sykesville exchanges.
Brunswick	B,B2	Brunswick, Buckeystown, Frederick, Keedysville and Middletown.
Buckeystown	B,B1	Buckeystown, Brunswick, Frederick, New Market and Poolesville

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Exchange Or Zone Cambridge	Rate Group B,B1	Exchange and Zones Included in Exchange Areas Cambridge, Hurlock, Oxford, St. Michaels, Tilghman, Trappe, Vienna and Wingate.
Capitol Heights Zone	A,A2	All zones of the WMEA and the Brandywine, Indian Head, Laurel, Waldorf and West River exchanges.
Cardiff	B,B1	Bel Air, Cardiff, Darlington, Delta, Pa., Fawn Grove, Pa., Jarrettsville and Port Deposit.
Catonsville Zone	A,A1	All zones of the BMEA and the Columbia, Glenwood, Laurel and Sykesville exchanges.
Cecilton	B,B1	Cecilton, Chesapeake City, Elkton, Galena, Still Pond and Warwick.
Centreville	B,B1	Centreville, Chestertown, Church Hill, Easton, Greensboro, Hillsboro, Queenstown, Ridgely, Rock Hall, Stevensville and Sudlersville.
Chase Zone	A,A1	All zone of the BMEA and the Edgewood.
Chesapeake City	B,B1	Cecilton, Chesapeake City, Elkton and Warwick.
Chestertown	B.B1	Centerville, Chestertown, Church Hill, Galena, Millington, Rock Hall, Still Pond and Sudlersville.
Church Hill	B,B1	Centerville, Chestertown, Church Hill, Millington and Sudlersville.
Churchville	B,B1	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, and Havre de Grace.
Clear Spring	B,B1	Clear Spring, Hagerstown, Hancock and Williamsport.
Clinton Zone	A,A2	All zones of the WMEA and the Brandywine and Waldorf exchanges.
Cockeysville Zone	A,A1	All zones of the BMEA and the Hampstead, Jarretts-Jarrettsville, Parkton, Sparks-Glencoe, Sykesville and Worthington exchanges.
Columbia	A,A1	Ashton, Columbia, Glenwood and Laurel exchanges and the Arbutus, Baltimore, Berwyn, Brooklyn Park-Linthicum, Catonsville, Elkridge, Ellicott City, Glen Burnie, Layhill, Pikesville, Randallstown, Silver Spring, Towson, Waterloo and Woodlawn zones.
Crisfield	B,B2	Crisfield, Marion, Pocomoke, Princess Anne, Salisbury and Smith Island.
Crofton	B,B2	Annapolis, Crofton, Millersville, Odenton, Sherwood Forest and West River exchanges, and the Berwyn, Bowie-Glenn Dale, Glen Burnie, Hyattsville, Severn and Severna Park zones.
Cumberland	B,B1	Cumberland, Flintstone-Oldtown, Frostburg, Grantsville, Hewitt, Pa., Lonaconing, McCoole, Mt. Savage, Ridgeley, W. Va., State Line, Pa., Wellersburg, Pa., and Westerport.

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Exchange Or Zone Damascus	Rate Group A,A1	Exchange and Zones Included in Exchange Areas Ashton, Damascus, Frederick, Gaithersburg, Glenwood, Mt. Airy and New Market exchanges, and the Bethesda, Kensington, Layhill, Rockville and Silver Spring zones.
Darlington	B,B1	Aberdeen, Bel Air, Cardiff, Churchville, Darlington, Havre de Grace and Port Deposit.
Deal Island	B,B2	Deal Island, Nanticoke, Princess Anne, Salisbury, Smith Island and Vienna.
Delmar	B,B1	Delmar, Del., Delmar, Md., Laurel, Del., Nanticoke, Salisbury, Sharptown and Willards.
Denton	B,B1	Denton, Easton, Federalsburg, Greensboro, Hillsboro, Preston and Ridgely.
Dundalk Zone	A,A1	All zones of the BMEA and the Edgewood exchange.
Easton	B,B1	Centreville, Denton, Easton, Federalsburg, Greensboro, Hillsboro, Oxford, Preston, Queenstown, Ridgely, St. Michaels, Stevensville, Tilghman and Trappe.
Edgewood	B,B2	Aberdeen, Bel Air, Churchville, Edgewood, Fallston and Havre de Grace exchanges, and the Chase, Dundalk, Essex, Fork, Parkville, Sparrows Point and Towson zones.
Elkridge Zone	A,A1	All zones of the BMEA and the Columbia, Laurel, Odenton and Sykesville exchanges.
Elkton	B,B1	Cecilton, Chesapeake City, Elkton, North East, Perryville, Port Deposit and Warwick.
Ellicott City Zone	A,A1	All zones of the BMEA and the Columbia, Glenwood, Laurel and Sykesville exchanges. In addition, telephones bearing the central office designation of 854 of the Ashton exchange are included.
Emmitsburg	B,B2	Emmitsburg, Fairfield, Pa., Frederick, Highfield and Thurmot.
Essex Zone	A,A1	All zones of the BMEA and the Edgewood exchange.
Fallston	A,A1	Aberdeen, Bel Air, Churchville, Edgewood, Fallston, Havre de Grace and Jarrettsville exchanges, and the Baltimore, Fork, Parkville and Towson zones.
Federalsburg	B,B1	Denton, Easton, Federalsburg, Hurlock, Preston and Sharptown.
Flintstone- Oldtowown	B,B1	Cumberland, Flintstone-Oldtown, Hancock, Hewitt, Pa., Ridgely, W. Va., and State Line, Pa.
Fork Zone	A,A1	All zones of the BMEA and the Aberdeen, Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges.
Frederick	B,B2	Brunswick, Buckeystown, Damascus, Emmitsburg, Frederick, Middletown, Mt. Airy, Myersville, New Market, Thurmont, Union Bridge and Walkersville.

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Exchange Or Zone Friendsville- Accident	Rate Group B,B1	Exchange and Zones Included in Exchange Areas Bittinger, Friendsville-Accident, Grantsville and Oakland.
Frostburg	B,B1	Cumberland, Frostburg, Grantsville, Lonaconing, Mt. Saveage and Wellersburg, Pa.
Gaithersburg	A,A1	Ashton, Damascus, Gaithersburg and Poolesville exchanges and the Bethesda, Kensington, Layhill, Rockville, Silver Spring and Washington, D.C., zones.
Galena	B,B1	Cecilton, Chestertown, Galena, Millington, Still Pond and Warwick.
Glen Burnie Zone	A,A1	All zones of the BMEA and the Annapolis, Columbia, Crofton, Laurel, Millersville, Odenton, Sherwood Forest and Sykesville exchanges.
Glenwood	B,B2	Ashton, Columbia, Damascus, Glenwood, Mt. Airy and Sykesville exchanges and the Catonsville, Ellicott City, and Woodlawn zones.
Grantsville	B,B1	Bittinger, Cumberland, Friendsville-Accident, Frostburg, Grantsville, Lonaconing, Mt. Savage and Salisbury, Pa.
Greensboro	B,B1	Centerville, Denton, Easton, Greensboro, Hillsboro, Ridgely and Sudlersville.
Hagerstown	B,B1	Clear Spring, Hagerstown, Hancock, Keedysville, Falling Waters, W.Va., Myersville, Smithsburg and Williamsport.
Hampstead	B,B2	Hampstead, Parkton, Silver Run, Sparks- Glencoe, Westminster and Worthington exchanges, and the Cockeysville, Pikesville, Reisterstown, Towson zones.
Hancock	B,B2	Berkeley Springs, W. Va., Clear Spring, Flintstone-Oldtown, Hagerstown, Hancock, Needmore, Pa., and Warfordsburg, Pa.
Havre de Grace	B,B1	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Havre de Grace, Perryville and Port Deposit.
Highfield	B,B1	Blue Ridge Summit, Pa., Emmitsburg, Highfield, Myersville, Smithsburg, Thurmont and Waynesboro, Pa.
Hillsboro	B,B1	Centreville, Denton, Easton, Greensboro, Hillsboro, Ridgely and Queenstown.
Hughesville	B,B1	Brandywine, Hughesville, La Plata, Mechanicsville, Tompkinsville and Waldorf.
Hurlock	B,B1	Cambridge, Federalsburg, Hurlock, Preston, Sharptown, Trappe and Vienna.
Hyattsville Zone	A,A2	All zones of the WMEA and the Ashton, Crofton, Laurel and West River exchanges.
Indian Head	B,B2	Indian Head, La Plata, Nanjemoy and Waldorf exchanges, and the Capitol Heights and Oxon Hill zones.

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Exchange Or Zone Jarrettsville	Rate Group B,B2	Exchange and Zones Included in Exchange Areas Bel Air, Cardiff, Fallston, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville, Fork, Parkville and Towson zones. Further, the Stewartstown, Pa., and Fawn Grove, Pa., exchanges are included in the exchange area of dial tone lines of the Jarrettsville Exchange bearing the central office designation 941, which is no longer offered and will be provided only to existing customers at the same location.
Keedysville	B,B2	Brunswick, Hagerstown, Keedysville, Middletown, Myersville and Williamsport.
Kensington Zone	A,A2	All zones of the WMEA and the Ashton, Damascus, Gaithersburg and Laurel exchanges.
Kitzmiller	B,B1	Elk Garden, W. Va., Kitzmiller, Oakland and Westernport.
La Plata	B,B1	Hughesville, Indian Head, La Plata, Mechanicsville, Nanjemoy, Tomkinsville and Waldorf.
Laurel	A,A2	Ashton, Columbia, Laurel, Millersville and Odenton exchanges, and the Berwyn, Bethesda, Bowie-Glenn Dale, Capitol Heights, Catonsville, Elkridge, Ellicott City, Glen Burnie, Hyattsville, Kensington, Layhill, Marlboro, Severn, Silver Spring, Washington, D.C., and Waterloo zones.
Layhill Zone	A,A2	All zones of the WMEA and the Ashton, Columbia, Damascus, Gaithersburg and Laurel exchanges.
Leonardtown	B,B1	Leonardtown, Lexington Park-Great Mills, Mechanicsville, Ridge and Tompkinsville.
Lexington Park- Great Mills	B,B1	Leonardtown, Lexington Park-Great Mills, Mechanicsville, Ridge and Solomons.
Lonaconing	B,B1	Bittinger, Cumberland, Frostburg, Grantsville, Lonaconing, McCoole, and Westernport.
Marion	B,B2	Crisfield, Marion, Pocomoke, Princess Anne and Salisbury.
Marlboro Zone	A,A2	All zones of the WMEA and the Brandywine, Laurel, North Beach and West River Exchanges.
McCoole	B,B1	Cumberland, Keyser, W. Va., Lonaconing, McCoole, Piedmont, W. Va., and Westernport.
Mechanicsville	B,B1	Hughesville, La Plata, Leonardtown, LexingtonPark-Great Mills, Mechanicsville and Tompkinsville.
Middletown	B,B1	Brunswick, Frederick, Keedysville, Middletown and Myersville.
Millersville	B,B2	Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Glen Burnie, Severn, Severna Park and Waterloo zones.

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Mt. AiryB,B2Damascus, Frederick, Glenwood, Mt. Airy, New market and Sykesville.Mt. SavageB,B1Cumberland, Frostburg, Grantsville, Mt. Savage and Wellersburg, Pa.MyersvilleB,B2Frederick, Hagerstown, Highfield, Keedysville, Middletown, Myersville, Smithsburg and Thurmont.NanjemoyB,B1Indian Head, La Plata, Nanjemoy and Waldorf.NanticokeB,B1Deal Island, Delmar, Nanticoke, Princess Anne, Salisbury and Vienna.New MarketB,B1Buckeystown, Damascus, Frederick, Mt. Airy and New Market.New WindsorB,B1New Windsor, Sykesville, Union Bridge and Westminster.North BeachB,B1North Beach, Prince Frederick, Solomons and West River exchanges and the Marlboro zone.North EastB,B1Elkton, North East, Perryville and Port Deposit.OaklandB,B1Bittinger, Friendsville-Accident, Gormania, W. Va., Kitzmiller, Oakland and Westermport.Ocean CityB,B2Berlin, Bishopville, Ocean City, Salisbury, Snow Hill and Willards.OdentonB,B2Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Elkridge, Glen Burnie, Severn, Severna Park and Waterloo zones.Oxor Hill ZoneA,A2All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges.ParktonB,B2Hampstead, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville and Towson zones.Parkville ZoneA,A1All zones of BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges.PerryvilleB,B1Aberdeen, Elkton, Havre de Grace, Nort	Exchange Or Zone Millington	Rate Group B,B1	Exchange and Zones Included in Exchange Areas Chestertown, Church Hill, Galena, Millington, Still Pond, Sudlersville, and Warwick.
MyersvilleB,B2Frederick, Hagerstown, Highfield, Keedysville, Middletown, Myersville, Smithsburg and Thurmont.NanjemoyB,B1Indian Head, La Plata, Nanjemoy and Waldorf.NanticokeB,B1Deal Island, Delmar, Nanticoke, Princess Anne, Salisbury and Vienna.New MarketB,B1Buckeystown, Damascus, Frederick, Mt. Airy and New Market.New WindsorB,B1New Windsor, Sykesville, Union Bridge and Westminster.North BeachB,B1North Beach, Prince Frederick, Solomons and West River exchanges and the Marlboro zone.North EastB,B1Elkton, North East, Perryville and Port Deposit.OaklandB,B1Bittinger, Friendsville-Accident, Gormania, W. Va., Kitzmiller, Oakland and Westernport.Ocean CityB,B2Berlin, Bishopville, Ocean City, Salisbury, Snow Hill and Willards.OdentonB,B2Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Elkridge, Glen Burnie, Severn, Severna Park and Waterloo zones.OxfordB,B1Cambridge, Easton, Oxford, St. Michaels and Trappe.Oxon Hill ZoneA,A2All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges.ParktonB,B2Hampstead, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville and Towson zones.Parkville ZoneA,A1All zones of the BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges.PerryvilleB,B1Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit.Pikesville ZoneA,A1All zones of the BMEA and the Columbia,	Mt. Airy	B,B2	Damascus, Frederick, Glenwood, Mt. Airy, New market and Sykesville.
Smithsburg and Thurmont. Nanjemoy B,B1 Indian Head, La Plata, Nanjemoy and Waldorf. Nanticoke B,B1 Deal Island, Delmar, Nanticoke, Princess Anne, Salisbury and Vienna. New Market B,B1 Buckeystown, Damascus, Frederick, Mt. Airy and New Market. New Windsor B,B1 New Windsor, Sykesville, Union Bridge and Westminster. North Beach B,B1 North Beach, Prince Frederick, Solomons and West River exchanges and the Marlboro zone. North East B,B1 Elkton, North East, Perryville and Port Deposit. Oakland B,B1 Bittinger, Friendsville-Accident, Gormania, W. Va., Kitzmiller, Oakland and Westernport. Ocean City B,B2 Berlin, Bishopville, Ocean City, Salisbury, Snow Hill and Willards. Odenton B,B2 Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Elkridge, Glen Burnie, Severn, Severna Park and Waterloo zones. Oxford B,B1 Cambridge, Easton, Oxford, St. Michaels and Trappe. Oxon Hill Zone A,A2 All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges. Parkton B,B2 Hampstead, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville and Towson zones. Parkville Zone A,A1 All zones of BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges. Perryville B,B1 Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit. All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges. Pocomoke B,B2 Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.	Mt. Savage	B,B1	Cumberland, Frostburg, Grantsville, Mt. Savage and Wellersburg, Pa.
NanticokeB,B1Deal Island, Delmar, Nanticoke, Princess Anne, Salisbury and Vienna.New MarketB,B1Buckeystown, Damascus, Frederick, Mt. Airy and New Market.New WindsorB,B1New Windsor, Sykesville, Union Bridge and Westminster.North BeachB,B1North Beach, Prince Frederick, Solomons and West River exchanges and the Marlboro zone.North EastB,B1Elkton, North East, Perryville and Port Deposit.OaklandB,B1Bittinger, Friendsville-Accident, Gormania, W. Va., Kitzmiller, Oakland and Westermport.Ocean CityB,B2Berlin, Bishopville, Ocean City, Salisbury, Snow Hill and Willards.OdentonB,B2Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Elkridge, Glen Burnie, Severn, Severna Park and Waterloo zones.OxfordB,B1Cambridge, Easton, Oxford, St. Michaels and Trappe.Oxon Hill ZoneA,A2All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges.ParktonB,B2Hampstead, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville and Towson zones.Parkville ZoneA,A1All zones of BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges.PerryvilleB,B1Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit.Pikesville ZoneA,A1All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges.PocomokeB,B2Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.	Myersville	B,B2	
New MarketB,B1Buckeystown, Damascus, Frederick, Mt. Airy and New Market.New WindsorB,B1New Windsor, Sykesville, Union Bridge and Westminster.North BeachB,B1North Beach, Prince Frederick, Solomons and West River exchanges and the Marlboro zone.North EastB,B1Elkton, North East, Perryville and Port Deposit.OaklandB,B1Bittinger, Friendsville-Accident, Gormania, W. Va., Kitzmiller, Oakland and Westemport.Ocean CityB,B2Berlin, Bishopville, Ocean City, Salisbury, Snow Hill and Willards.OdentonB,B2Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Elkridge, Glen Burnie, Severn, Severna Park and Waterloo zones.OxfordB,B1Cambridge, Easton, Oxford, St. Michaels and Trappe.Oxon Hill ZoneA,A2All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges.ParktonB,B2Hampstead, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville and Towson zones.Parkville ZoneA,A1All zones of BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges.PerryvilleB,B1Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit.Pikesville ZoneA,A1All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges.PocomokeB,B2Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.	Nanjemoy	B,B1	Indian Head, La Plata, Nanjemoy and Waldorf.
New WindsorB,B1New Windsor, Sykesville, Union Bridge and Westminster.North BeachB,B1North Beach, Prince Frederick, Solomons and West River exchanges and the Marlboro zone.North EastB,B1Elkton, North East, Perryville and Port Deposit.OaklandB,B1Bittinger, Friendsville-Accident, Gormania, W. Va., Kitzmiller, Oakland and Westernport.Ocean CityB,B2Berlin, Bishopville, Ocean City, Salisbury, Snow Hill and Willards.OdentonB,B2Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Elkridge, Glen Burnie, Severn, Severna Park and Waterloo zones.OxfordB,B1Cambridge, Easton, Oxford, St. Michaels and Trappe.Oxon Hill ZoneA,A2All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges.ParktonB,B2Hampstead, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville and Towson zones.Parkville ZoneA,A1All zones of BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges.PerryvilleB,B1Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit.Pikesville ZoneA,A1All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges.PocomokeB,B2Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.	Nanticoke	B,B1	Deal Island, Delmar, Nanticoke, Princess Anne, Salisbury and Vienna.
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Odenton B,B2 Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Elkridge, Glen Burnie, Severn, Severna Park and Waterloo zones. Oxford B,B1 Cambridge, Easton, Oxford, St. Michaels and Trappe. Oxon Hill Zone A,A2 All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges. Parkton B,B2 Hampstead, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville and Towson zones. Parkville Zone A,A1 All zones of BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges. Perryville B,B1 Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit. Pikesville Zone A,A1 All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges. Pocomoke B,B2 Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.	Oakland	B,B1	
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Oxon Hill Zone A,A2 All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges. Parkton B,B2 Hampstead, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville and Towson zones. Parkville Zone A,A1 All zones of BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges. Perryville B,B1 Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit. Pikesville Zone A,A1 All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges. Pocomoke B,B2 Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.	Odenton	B,B2	exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Elkridge,
Parkton B,B2 Hampstead, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville and Towson zones. Parkville Zone A,A1 All zones of BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges. Perryville B,B1 Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit. Pikesville Zone A,A1 All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges. Pocomoke B,B2 Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.	Oxford	B,B1	Cambridge, Easton, Oxford, St. Michaels and Trappe.
Cockeysville and Towson zones. Parkville Zone A,A1 All zones of BMEA and the Bel Air, Edgewood, Fallston, Jarrettsville and Sparks-Glencoe exchanges. Perryville B,B1 Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit. Pikesville Zone A,A1 All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges. Pocomoke B,B2 Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.	Oxon Hill Zone	A,A2	•
Perryville B,B1 Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit. Pikesville Zone A,A1 All zones of the BMEA and the Columbia, Hampstead, Sykesville, Westminster and Worthington exchanges. Pocomoke B,B2 Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.	Parkton	B,B2	
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and Worthington exchanges. Pocomoke B,B2 Berlin, Crisfield, Marion, Pocomoke, Princess Anne, Salisbury, Snow Hill and Temperanceville, Va.	Perryville	B,B1	Aberdeen, Elkton, Havre de Grace, North East, Perryville and Port Deposit.
Temperanceville, Va.	Pikesville Zone	A,A1	
Poolesville B,B2 Buckeystown, Gaithersburg and Poolesville exchanges and the Rockville zone.	Pocomoke	B,B2	
	Poolesville	B,B2	Buckeystown, Gaithersburg and Poolesville exchanges and the Rockville zone.

Issued: November 16, 2012 Effective: January 1, 2013

Exchange Or Zone Port Deposit	Rate Group B,B1	Exchange and Zones Included in Exchange Areas Aberdeen, Cardiff, Darlington, Elkton, Havre de Grace, North East, Perryville and Port Deposit.
Preston	B,B1	Denton, Easton, Federalsburg, Hurlock, Preston and Trappe.
Prince Frederick	B,B1	North Beach, Prince Frederick and Solomons.
Princess Anne	B,B1	Crisfield, Deal Island, Marion, Nanticoke, Pocomoke, Princess Anne, Salisbury, Smith Island and Snow Hill.
Queenstown	B,B1	Centreville, Easton, Hillsboro, Queenstown, Rock Hall, St. Michaels and Stevensville.
Randallstown Zone	A,A1	All zones of the BMEA and the Columbia, Sykes, Sykesville and Worthington exchanges.
Reisterstown Zone	A,A1	All zones of the BMEA and the Hampstead, Sparks-Glencoe, Sykesville, Westminster and Worthington exchanges.
Ridge	B,B1	Leonardtown, Lexington Park-Great Mills and Ridge.
Ridgely	B,B1	Centreville, Denton, Easton, Greensboro, Hillsboro and Ridgely.
Rock Hall	B,B1	Centreville, Chestertown, Queenstown, Rock Hall and Stevensville.
Rockville Zone	A,A2	All zones of the WMEA and the Ashton, Damascus, Gaithersburg and Poolesville exchanges.
St. Michaels	B,B1	Cambridge, Easton, Oxford, Queenstown, St. Michaels, Stevensville and Tilghman.
Salisbury	B,B2	Berlin, Bishopville, Crisfield, Deal Island, Delmar, Del., Delmar, Md., Marion, Nanticoke, Ocean City, Pocomoke, Princess Anne, Salisbury, Sharptown, Snow Hill, Vienna and Willards.
Severn Zone	A,A1	All zones of the BMEA and the Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges. In addition, telephones bearing the central office designation 301-261, 621, 677, 858, 912 and 970 of the Bowie-Glenn Dale zone are also included in the exchange area of customers with telephones bearing the central office designations 410-519 and 551 of the Severn zone.
Severna Park Zone	A,A1	All zones of the BMEA and the Annapolis, Crofton, Millersville, Odenton and Sherwood Forest exchanges. In addition, telephones bearing the central office designation 301-261, 621, 677, 858, 912 and 970 of the Bowie-Glenn Dale zone are also included in the exchange area of customers with telephones bearing the central office designation 410-793 of the Severna Park zone. Millersville, Sharptown

Exchange Or Zone	Rate Group	Exchange and Zones Included in Exchange Areas
Sherwood Forest	B,B2	Annapolis, Crofton, Millersville, Odenton and Sherwood Forest exchanges and the Brooklyn Park-Linthicum, Glen Burnie, Severn and Severna Park zones.
Silver Run	B,B1	Hampstead, Littlestown, Pa., Silver Run, Taneytown and Westminster.
Silver Spring Zone		All zones of the WMEA and the Ashton, Columbia, Millersville, Damascus, Gaithersburg and Laurel exchanges.
Smith Island	B,B1	Crisfield, Deal Island, Princess Anne and Smith Island.
Smithsburg	B,B1	Hagerstown, Highfield, Myersville and Smithsburg.
Snow Hill	B,B2	Berlin, Bishopville, Ocean City, Pocomoke, Princess Anne, Salisbury, Snow Hill and Willards.
Solomons	B,B1	Lexington Park - Great Mills, North Beach, Prince Frederick and Solomons.
Sparks-Glencoe	A,A1	Hampstead, Jarrettsville, Parkton, Sparks-Glencoe and Worthington exchanges, and the Baltimore, Cockeysville, Fork, Parkville, Reisterstown and Towson zones.
Sparrows Point Zone Stevensville	A,A1 B,B1	All zones of the BMEA and the Edgewood exchange. Centreville, Easton, Queenstown, Rock Hall, St. Michaels and Stevensville.
Still Pond	B,B1	Cecilton, Chestertown, Galena, Millington and Still Pond.
Sudlersville	B,B1	Centre ville, Chestertown, Church Hill, Greensboro, Millington and Sudlers ville.
Sykesville	A,A1	Glenwood, Mt. Airy, New Windsor, Sykesville and Westminster exchanges, and the Arbutus, Brooklyn Park-Linthicum, Catonsville, Cockeysville, Elkridge, Ellicott City, Glen Burnie, Pikesville, Randallstown, Reisterstown, Towson and Woodlawn zones.
Taneytown	B,B1	Silver Run, Taneytown, Union Bridge and Westminster.
Thurmont	B,B2	Emmitsburg, Frederick, Highfield, Myersville, Thurmont and Walkersville.
Tilghman	B,B1	Cambridge, Easton, St. Michaels and Tilghman.
Tompkinsville	B,B2	Hughesville, La Plata, Leonardtown, Mechanicsville, Tompkinsville and Waldorf.
Towson Zone	A,A1	All zones of the BMEA and the Bel Air, Columbia, Edgewood, Fallston, Hampstead, Jarrettsville, Parkton, Sparks-Glencoe, Sykesville, Westminster and Worthington exchanges.
Trappe	B,B1	Cambridge, Easton, Hurlock, Oxford, Preston and Trappe.
Union Bridge	B,B2	Frederick, New Windsor, Taneytown, Union Bridge and Westminster.

Exchange Or Zone Vienna	Rate Group B,B1	Exchange and Zones Included in Exchange Areas Cambridge, Deal Island, Hurlock, Nanticoke, Salisbury, Sharptown, Vienna and Wingate.
Waldorf	B,B2	Brandywine, Hughesville, Indian Head, La Plata, Nanjemoy, Tompkinsville and Waldorf exchanges, and the Capitol Heights, Clinton and Oxon Hill zones.
Walkersville	B,B1	Frederick, Thurmont and Walkersville.
Warwick	B,B1	Cecilton, Chesapeake City, Elkton, Galena, Middletown, Del., Millington and Warwick.
Waterloo Zone	A,A1	All zones of the BMEA, and the Columbia, Laurel, Millersville and Odenton exchanges. In addition, telephone services bearing the central office designations 301-206, 369, 419, 886 and 953 of the Berwyn zone are also included in the exchange area of customers with telephone services bearing the central office designations 410-724, 792, 797, 813, 862 and 880 of the Waterloo zone.
Westernport	B,B2	Bittinger, Cumberland, Keyser, W. Va., Kitzmiller, Lonaconing, McCoole, Oakland, Piedmont, W. Va., and Westernport.
Westminster	B,B2	Hampstead, New Windsor, Silver Run, Sykesville, Taneytown, Union Bridge, Westminster and Worthington exchanges, and the Pikesville, Reisterstown and Towson zones.
West River	A,A1	Annapolis, Crofton, North Beach and West River exchanges and the Bowie-Glenn Dale, Capitol Heights, Hyattsville and Marlboro zones.
Willards	B,B2	Berlin, Bishopville, Delmar, Ocean City, Salisbury, Snow Hill and Willards.
Williamsport	B,B1	Clear Spring, Hagerstown, Falling Waters, W.Va., Keedysville and Williamsport.
Wingate	B,B1	Cambridge, Vienna and Wingate.
Woodlawn Zone	A,A1	All zones of the BMEA and the Columbia, Glenwood and Sykesville exchanges.
Worthington	A,A1	Hampstead, Sparks-Glencoe, Westminster and Worthington exchanges, and the Baltimore, Cockeysville, Pikesville, Randallstown, Reisterstown and Towson zones.

Issued: November 16, 2012
Issued By: Effective: January 1, 2013
Jacob J. Dayan, Chief Executive Officer

1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Spectrotel of Maryland, LLC d/b/a One Touch Communications d/b/a Surftone d/b/a Touch Base Communications.
- 1.3.2 "Commission" means the Maryland Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to End Users, Interexchange Carriers (ICs) and other telecommunications carriers or providers originating or terminating VoIP-PSTN Access Traffic.
- 1.3.4 "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.
- 1.3.5 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.6 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.7 TDM Time Division Multiplexing a method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).
- 1.3.8 VOIP-PSTN Access Traffic VoIP-PSTN Access Traffic is the access traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires Internet protocol compatible customer premises equipment.
- 1.3.9 VoIP Service Transmission of communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

2 RULES AND REGULATIONS

- 2.1 Undertaking of the Company
 - 2.1.1 The company undertakes to furnish Switched Access Services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Maryland under the terms of this tariff.
 - 2.1.2 The Company shall be responsible only for the installation, operation and maintenance of service, which it provides and does not undertake to transmit messages under this tariff.
- 2.2 Obligations of the Customer
 - 2.2.1 The customer shall be responsible for:
 - 1.1.1.1 The payment of all applicable charges pursuant to this tariff.
 - 2.2.1.1 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.
 - 2.2.1.2 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.
 - 2.2.1.3 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.

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

Issued By:

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

Issued By:

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATON 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 warrantees 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

Except as otherwise provided, herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.4.1.1 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 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.
- 2.4.2.3 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;
 - A The total costs of installing and removing such facilities; or
 - 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.

2.5 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.
- 2.5.4 Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.5.5 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

Issued By:

2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.

- 2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
 - 2.6.2.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
 - 2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - 2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
 - 2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.

2.6.4 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) 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 The Company will consider delinquent and apply late payment charges on bills not paid within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.3 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

2.8 Customer Complaints and Billing Disputes

- 2.8.1 Customers may notify the 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 1-888-773-9722 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.
 - 2.9.2 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff.
 - 2.9.3 Credit for Interruptions
 - 2.9.3.1 An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative.
 - 2.9.3.2 If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
 - 2.9.3.3 For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.9.3.4 A credit allowance will be given, upon request of the Customer to the business office, for interruptions of fifteen (15) minutes or more. Credit allowances will be calculated as follows:

A Interruption of 24 Hours or Less

1	
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24–hour period shall be considered as one interruption for the combined duration of all interruptions.

B Interruptions over 24 Hours but Less Than 72 Hours

Interruptions over 24 hours but less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. However, no more than one full day's credit will be allowed for any period of 24 hours.

C Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. However, no more than 30 days credit will be allowed for any one month period.

2.9.3.5 For Switch Access Services, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct Connect facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

2.9.4 Limitations on Allowances.

- 2.9.4.1 No credit allowances will be made for:
 - A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
 - B interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
 - C interruptions due to the failure or malfunction of non-Company equipment;
 - D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 - E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
 - F interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - G due to circumstances or causes beyond the control of Company; and
 - H that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

- 2.9.5 Use of Another Means of Communications
 - 2.9.5.1 If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.
- 2.10 Taxes and Fees
 - 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
 - 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
 - 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.
- 2.11 Returned Check Charge
 - 2.11.1 The charge for a returned check is \$25.00

2.12 Special Customer Arrangements

2.12.1 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.

2.13 Termination of Service:

2.13.1 Denial of Service Without Notice

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

- 2.13.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.13.1.2 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.
- 2.13.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.13.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.13.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2.13.2 Denial of Service Requiring Notice.

- 2.13.2.1 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 and not less than 60 days to terminate service and migrate to another carrier:
 - 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.
 - 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.
 - C Refusal of Access. or failure of the customer to permit the Company to have reasonable access to its equipment.
 - D Non-payment of Bill.
 - 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.
 - 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.

- 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.
- 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.
- D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 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.
- 2.13.3 Insufficient Reasons for Denial of Service.
 - 2.13.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:
 - A Failure of a prior customer to pay for service at the premises to be serviced;
 - B Failure to pay for a different class of service for a different entity;
 - C Failure to pay the bill of another customer as guarantor of that bill;
 - D Failure to pay directory advertising charges;
 - E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

- F Failure to pay an outstanding bill that is over 7 years old, unless the:
 - F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
 - 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
 - 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 Unlawful Use of Service

- 2.14.1 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:
 - 2.14.1.1 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
 - 2.14.1.2 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.

- 2.14.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.
- 2.15 Interference with or Impairment of Service
 - 2.15.1 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.
- 2.16 Telephone Solicitation by Use of Recorded Messages
 - 2.16.1 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.
- 2.17 Overcharge/Undercharge
 - 2.17.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
 - 2.17.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

3 DESCRIPTION OF SERVICES

3.1 Trial Services

Issued By:

- 3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.
- 3.2 Promotional Offerings
 - 3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.
- 3.3 Individual Case Basis ("ICB") Offerings
 - 3.3.1 The tariff may not specify the price of a service in the tariff as "ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

4 SWITCHED ACCESS SERVICE

4.1 General

- 4.1.1 Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.
- 4.1.2 The application of rates for Switched Access Service is described in Sections 4.8 and 4.9 following.
- 4.1.3 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 4.1.4 In the absence of an ASR as described in Section 4.4, delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Company-provided switched access services shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

4.2 Manner of Provision

Issued By:

- 4.2.1 Switched access is furnished in either quantities of lines or trunks. FGA Access is furnished on a per-line basis. FGD is furnished on a per-trunk basis.
- 4.2.2 At the Company's sole discretion, trunks may be differentiated by type and directionality of traffic carried over a Switched Access Service arrangement.

4.2.3 There are two major traffic types. These are: Originating and Terminating. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the end user. When ordering capacity for FGD Access, the customer must at a minimum specify such access capacity in terms of Originating traffic type and/or Terminating traffic type.

4.3 Rate Categories

- 4.3.1 There are Five rate categories which apply to Switched Access Service:
 - 4.3.1.1 Common Line
 - 4.3.1.2 Switched Transport
 - 4.3.1.3 End Office Switching
 - 4.3.1.4 Toll-Free 8XX Data Base Access Service
 - 4.3.1.5 Optional Features

4.3.2 Common Line

The Common Line rate category establishes the charges related to the use of Company provided end user common lines by customers and end users for intrastate access.

4.3.3 Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

4.3.4 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

4.3.5 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

4.3.6 Switched Access Optional Features

- 4.3.6.1 Following are the various optional features that are available, where the technical capability exists, at the rates specified in 4.9.5:
 - A Supervisory Signaling
 - B Alternate Traffic Routing
 - C Cut-Through
 - D Service Class Routing
 - E FGD with 950 Access
 - F Signaling System Seven (SS7)
 - G Basic Initial Address Message Delivery
 - H Called Directory Number Delivery
 - I Flexible Automatic Number Identification Delivery
- 4.3.6.2 Other optional features may be available on an individual case basis.

4.4 Access Ordering

- 4.4.1 This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff.
- 4.4.2 The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- 4.4.3 The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
 - 4.4.3.1 Customer name and Premises address(es);
 - 4.4.3.2 Billing name and address (when different from Customer name and address); and
 - 4.4.3.3 Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- 4.4.4 Access Service Date Intervals
 - 4.4.4.1 Access Service is provided with one of the following Service Date intervals:
 - A Standard Interval
 - B Negotiated Interval
 - 4.4.4.2 The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

4.4.4.3 Standard Interval

The Standard Interval for Switched Service will be 28 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

4.4.4.4 Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

- A The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- B There is no existing facility connecting the Customer Premises with the Company; or
- C The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- D The Company determines that Access Service cannot be installed within the Standard Interval.
- 4.4.4.5 The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.
- 4.4.4.6 All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

4.4.5 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

4.5 Special Construction

Issued By:

4.5.1 General

4.4.5.1

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:

- 4.5.1.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- 4.5.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services; or
- 4.5.1.3 over a route other than that which the Company would normally utilize in the furnishing of its services; or
- 4.5.1.4 in a quantity greater than that which the Company would normally construct; or
- 4.5.1.5 on an expedited basis; or
- 4.5.1.6 on a temporary basis until permanent facilities are available; or
- 4.5.1.7 involving abnormal costs; or
- 4.5.1.8 in advance of its normal construction; or
- 4.5.1.9 when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

Issued: November 16, 2012 Effective: January 1, 2013

4.5.2 Customer Acceptance

4.5.2.1 Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

4.5.3 Basis of Rates and Charges

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- 4.5.3.1 Nonrecurring Charges;
- 4.5.3.2 Recurring Monthly Rates; and/or
- 4.5.3.3 Termination Liabilities.

4.5.4 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- 4.5.4.1 The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - A equipment and materials provided or used;
 - B engineering, labor and supervision;
 - C transportation;
 - D rights of way; and shipping and delivery.
- 4.5.4.2 cost of maintenance depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4.5.4.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 4.5.4.4 license preparation, processing and related fees;
- 4.5.4.5 tariff preparation, processing and related fees;
- 4.5.4.6 any other identifiable costs related to the facilities provided; or

4.5.4.7 an amount for return and contingencies.

4.6 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

4.6.1 Network Management

4.6.1.1 The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

4.6.2 Design and Traffic Routing of Switched Access Service

- 4.6.2.1 The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.
- 4.6.2.2 Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

4.6.2.3 If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

4.6.3 Provision of Service Performance Data

4.6.3.1 Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. This data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. This data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

4.6.4 Trunk Group Measurements Reports

4.6.4.1 Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

4.7 Obligations of the Customer

4.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

4.7.2 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

4.7 Obligations of the Customer, (Cont'd.)

4.7.2.1 Jurisdictional Reports

A When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports. Charges will be apportioned in accordance with those reports.

4.7.2.2 Code Screening Reports

- A When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.
- B The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure acceptable service levels.

4.7.3 On and Off-Hook Supervision

4.7.3.1 The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

4.7 Obligations of the Customer, (Cont'd.)

4.7.4 Identification and Rating of VoIP-PSTN Traffic

A. Scope

VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "VoIP-PSTN Access Traffic") from the Customer's traditional intrastate access traffic, so that such VoIP-PSTN Access Traffic can be billed in accordance with the FCC Order.

B. Rating of VoIP-PSTN Traffic

The VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable interstate switched access Tariff FCC No. 4.

- 4.7 Obligations of the Customer, (Cont'd.)
 - 4.7.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)
 - C. Calculation and Application of Percent-VoIP-PSTN Usage Factor

The Company will determine the number of VoIP-PSTN Access Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

- 1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- 2. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- 3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

- 4.7 Obligations of the Customer, (Cont'd.)
 - 4.7.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)
 - C. Calculation and Application of Percent-VoIP-PSTN Usage Factor. (Cont'd.)
 - 4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.
 - Example 1: The PVU-A is 40% and the PVU-B is 10%. The effective PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.
 - Example 2: The PVU-A is 0% and the PVU-B is 10%. The effective PVU factor is 0% + (10% x 100%) = 10%. The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.
 - Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.
 - 5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.
 - 6. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

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4.7 Obligations of the Customer, (Cont'd.)

4.7.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

D. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial effective PVU, the Company will take the Customer-specified PVU-A into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial effective PVU equal to the PVU-B, as specified in subsection C.5., above.

E. PVU Factor Updates

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection C.1 or C.2, respectively, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised effective PVU. The revised effective PVU factor will apply prospectively and serve as the basis for billing until superseded by a new effective PVU.

F. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the effective PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors. The Customer shall retain the call detail, work papers, and/or other information used to develop the PVU factor for a minimum of one year. No prorating or back billing will be done based on updated PVU factors.

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4.8 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

- 4.8.1 Usage-based Access Charges are applied on a per access minute basis. Such access minute charges are accumulated over a monthly period.
- 4.8.2 Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service).
- 4.8.3 Switched Access Service is provided for a minimum period of one month.

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4.8.4 Measurement of Access Minutes

- 4.8.4.1 When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.
- 4.8.4.2 For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- 4.8.4.3 When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.
- 4.8.4.4 For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- 4.8.4.5 Mileage, where applicable, will be measured in accordance with standard industry practices.

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4.8.5 Moves

- 4.8.5.1 A move of services involves a change in the physical location of one of the following:
 - A The point of termination at the Customer's premises
 - B The Customer's premises
- 4.8.5.2 The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.
 - A When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.
 - B Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

4.8.6 Installation of Optional Features

- 4.8.6.1 If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- 4.8.6.2 The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location
- 4.8.6.3 For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

4.8.7 Service Rearrangements

- 4.8.7.1 Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- 4.8.7.2 The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- 4.8.7.3 Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

(C)

(C)

(M)

(M)

4.9	Rates	and	Charges

4.9.1	Common	Line Access	Service
4.9.1	Common	Line Access	Service

4.9.1.1	Carrier	Common	Line	Charge
4.7.1.1	Carrier	Common	Line	Charge

Per Originating Minute \$0.0000000 Per Terminating Minute \$0.0000000

4.9.2 Switched Transport Service

4.9.2.1 [Reserved for Future Use]

4.9.2.2	Tandem Switched Transport Usage Charges – Originating – Non 8YY Access
	Minutes

Termination, per minute \$0.0000000
Facility, per minute per mile \$0.000002
Tandem Switching, per minute \$0.001574
Common Trunk Port, per minute \$0.001688

Tandem Switched Transport Usage Charges – Originating –8YY Access Minutes

Termination, per minute Note 1
Facility, per minute per mile Note 1
Tandem Switching, per minute \$0.001000 (\mathbf{R})
Common Trunk Port, per minute 7/1/2021 - 6/30/2022\$0.001688

7/1/2021 - 6/30/2022 \$0.001688 7/1/2022 - 6/30/2023 \$0.000840 (**R**) 7/1/2023 \$0.000000 (**R**)

4.9.2.3 Tandem Switched Transport Usage Charges – Terminating

Termination, per minute	\$0.0000000
Facility, per minute per mile	\$0.0000000
Tandem Switching, per minute	\$0.0000000
Common Trunk Port, Per Minute	\$0.0000000**

Note 1 Included in Tandem Switching per minute rate. (T)

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(M) Material previously found on this page is now found on page 54.1.

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4.9 Rates and Charges

4.9.3	End Office	Switching		(M)
	4.9.3.1	Local Switching Charge		
		Feature Group D - Originating, Per Non 8YY Access M Feature Group D - Originating, Per 8YY Access M 7/1/2021 - 6/30/2022 7/1/2022 - 6/30/2023 7/1/2023		
		Feature Group D - Terminating, Per Minute	\$0.00000**	ļ
	4.9.3.2	Transport Interconnection Charge		
		Originating, Per Minute Terminating, Per Minute	\$0.000000 \$0.000000	
	4.9.3.3	Composite Terminating End Office Charge		
		Terminating, Per Minute	\$0.000000	
4.9.4 Toll-Free 8XX (8YY) Data Base Access Service (T)				
		Per Query 7/1/2021 – 6/30/2022 7/1/2022 – 6/30/2023 Beginning 7/1/2023	\$0.0042480 (R) \$0.0022240 (R) \$0.0002000 (R)	(M) (C)(M) (C)(M)

4.9.5 Switched Access Optional Features

ICB

(M) Material now found in this page was previously found on page 54.

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^{**}These rate elements are now reflected in the composite terminating End Office Charge in Section 4.9.3.3.

5 DEDICATED TRANSPORT

5.1 General

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- 5.1.1 The Company provides intrastate Dedicated Transport Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.
- 5.1.2 All Dedicated Transport Services are offered and priced on an Individual Case Basis (ICB).

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6 CUSTOMER SPECIFIC CONTRACTS

6.1 General

6.1.1 The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract. Services provided under contract are not eligible for any promotional offerings, which may be offered by the Company from time to time.

7 911 ACCESS SERVICE

- 7.1 Dedicated 911 Transport Service
 - 7.1.1 Application of Service
 - 7.1.1.1 Service provides for dedicated access to appropriate 911 Tandem as required for end user access to emergency 911 services.
 - 7.1.2 911 High Capacity Channel Description
 - 7.1.2.1 A 911 High Capacity channel is a channel for the digital transmission of 1.544, 3.152, or 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. High Capacity channels are provided between customer designated premises, between a customer designated premises and a Telephone Company Hub or Hub-to-Hub at 1.544 and 44.736 Mbps transmission.
 - 7.1.3 DS1 High Capacity/1.544 Mbps Service
 - 7.1.3.1 DS1 service (a 1.544 Mbps facility) is provided with electrical interface.
 - 7.1.3.2 A nominal 64.0 kbps service is available only as a channel of a 1.544 Mbps facility between two Telephone Company Digital Data Hubs or as a cross connect of two 2.4, 4.8, 9.6, 19.2, 56.0, or 64.0 kbps channels of two DS1 services at a Digital Data Hub(s). The customer must provide system and channel assignment data.
 - 7.1.4 Central Office Multiplexing
 - 7.1.4.1 DS3 to DS1

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

7.1.4.2 DS1C to DS1

An arrangement that converts a 3.152 Mbps channel to two DS1 channels using digital time division multiplexing.

7.1.4.3 DS1 to Voice

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for WATS access Line, Program Audio or Metallic Services.

7.1.4.4 DS1 to Digital

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with individual digital data circuits to the Hub at speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps. A channel(s) of this DS1 to the Hub can also be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

7.1.5 Rates

7.1.5.1 Channel Mileage Monthly Rates

	<u>Fixed</u>	Per Mile
1.544 Mbps	\$46.66	\$21.40

7.1.5.2 Optional Features and Functions

Multiplexing (per arrangement)

MRC NRC

DS1 to Digital* \$207.00 None

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^{*}A channel(s) of this DS1 to the Hub can be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.