

Tariff Schedule Applicable to
Intrastate Access
Telecommunications Services Furnished by
Charter Fiberlink – Maryland II, LLC
Between Points Within the State of Maryland

This Tariff is intended to provide Company definitions, regulations and charges for the furnishing of competitive services and facilities regarding intrastate access telecommunications provided by Charter Fiberlink – Maryland II, LLC to Customers within the state of Maryland.

This Tariff may be viewed on the Company's website at www.charter.com/tariffs under the state of Maryland.

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.A
 - 2.1.1.1.A.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

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

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	30	Original	59	Original
2	Original	31	Original	60	Original
3	Original	32	Original		
4	Original	33	Original		
5	Original	34	Original		
6	Original	35	Original		
7	Original	36	Original		
8	Original	37	Original		
9	Original	38	Original		
10	Original	39	Original		
11	Original	40	Original		
12	Original	41	Original		
13	Original	42	Original		
14	Original	42	Original		
15	Original	44	Original		
16	Original	45	Original		
17	Original	46	Original		
18	Original	47	Original		
19	Original	48	Original		
20	Original	49	Original		
21	Original	50	Original		
22	Original	51	Original		
23	Original	52	Original		
24	Original	53	Original		
25	Original	54	Original		
26	Original	55	Original		
27	Original	56	Original		
28	Original	57	Original		
29	Original	58	Original		

Table of Contents

1 GENERAL 5

 1.1 Explanation of Symbols 5

 1.2 Application of the Tariff 5

 1.3 Definitions 7

2 RULES AND REGULATIONS 11

 2.1 Undertaking of the Company 11

 2.2 Obligations of the Customer 16

 2.3 Liability of the Company 20

 2.4 Application for Service 24

 2.5 Payment for Service 26

 2.6 Allowance for Interruptions in Service 28

 2.7 Special Customer Arrangements 29

 2.8 Unlawful Use of Service 30

 2.9 Interference with or Impairment of Service 30

 2.10 Telephone Solicitation by Use of Recorded Messages 31

 2.11 Overcharge/Undercharge 31

 2.12 Ownership of Equipment, Facilities and Systems 32

3 PROVISIONING OF SERVICE 33

 3.1 Description of Switched Intrastate Access 33

 3.2 Provisioning Regulations 35

 3.3 Switched Access Service Ordering 38

4 RATES AND CHARGES 44

 4.1 Explanation of Access Elements 44

 4.2 Access Element Changes 45

 4.3 Ordering Charges 49

 4.4 Primary Interexchange Carrier (PIC) 52

 4.5 Billing Name and Address (BNA) 53

 4.6 Alternate Bill Media 54

 4.7 Carrier identification Code (CIC) 55

 4.8 CIC Consolidation 55

 4.9 Additional Labor Charges 56

5 ORDERING RATES AND BILLING – MORE THAN ONE LEC 56

 5.1 General 56

 5.2 Meet Point Billing 59

 5.3 Rating and Billing of Service 60

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 Charter Fiberlink – Maryland II, LLC’s, (the “Telephone Company” or “Company”), Services that originate and terminate in Maryland. Specific Services and rates are described elsewhere in this Tariff. This Tariff is intended to provide Company regulations, terms, conditions, rates and charges for the furnishing of competitive services and facilities regarding intrastate access telecommunications provided by Charter Fiberlink – Maryland II, LLC (“Telephone Company” or “Company”) to Customers within the state of Maryland.
- 1.2.2 The Company’s services are available to Carrier Customers.
- 1.2.3 The Company’s service territory is consistent with Verizon Maryland’s Tariff.
- 1.2.4 The rates and regulations contained in this Tariff apply to Services provided by the Telephone Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other Carrier for use in accessing the Services of the Telephone Company.

- 1.2.5 The Telephone Company shall not be deemed to have waived or impaired any right, power, requirements or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Telephone Company at variance with the terms hereof, or any failure, refusal or neglect of Telephone Company to exercise any right under this Tariff, or any waiver, forbearance, delay, failure or omission by the Telephone Company to exercise any right, power or option hereunder.
- 1.2.6 The provision of Services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding Tariffs.
- 1.2.7 The Telephone Company reserves the right to offer its Customers a variety of Services as deemed appropriate by the Telephone Company.

1.3 Definitions

- 1.3.1 **Access Service:** Switched Access to the Network of an Interexchange Carrier for the purpose of originating or terminating communications.
- 1.3.2 **Access Service Request (ASR):** The industry Service Order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.
- 1.3.3 **Access Tandem:** A Local Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between Local Switching Centers and the Customers' Premises.
- 1.3.4 **Advance Payment:** Part or all of a payment required before the start of Service.
- 1.3.5 **Carrier:** Denotes any individual, partnership, association, joint stock-Company, trust, governmental entity or corporation engaged for hire in intrastate or foreign communication by wire or radio, between two or more exchanges. Also, see "Customer" and "Interexchange Carrier (IXC)".
- 1.3.6 **Channel or Circuit:** A path for transmission between two or more points having a bandwidth and termination of the Customer's own choosing.
- 1.3.7 **Commission:** means the Maryland Public Service Commission.
- 1.3.8 **Company or Telephone Company:** Charter Fiberlink – Maryland II, LLC the issuer of this Tariff.
- 1.3.9 **Constructive Order:** Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase Switched Access Services as described herein.

- 1.3.10 **Customer:** means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.11 **End Office:** A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting |Customer lines and Trunks or the functional equivalent of such unit.
- 1.3.12 **End User:** Any individual, association, corporation, governmental agency or any other entity other than an IXC which uses intrastate service, including without limitation Company's and IXC's Customers.
- 1.3.13 **FCC:** Federal Communications Commission.
- 1.3.14 **Harm:** Harm consists of hazards to personnel, damage to Telephone Company equipment, and impairment of service to persons other than the user of the Customer-provided equipment. Types of Harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.
- 1.3.15 **Installation Charge:** A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to Service Charges and other applicable charges for Service or equipment unless specifically excepted.
- 1.3.16 **Interexchange Carrier (IXC):** A long distance telecommunications services provider. See "Carrier" and "Customer".
- 1.3.17 **LATA:** Local Access and Transport Area.
- 1.3.18 **Local Exchange Carrier (LEC):** A provider of local telephone service.
- 1.3.19 **Local Switching Center:** The switching center where telephone exchange Service Customer Station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

- 1.3.20 **National Security Emergency Preparedness (NSEP) Services:** The National Security Emergency Preparedness Telecommunications Service Priority (TSP) System authorizes priority treatment to certain domestic telecommunications services (including portions of U.S. international telecommunication services provided by U.S. vendors) for which provision or restoration priority levels are requested, assigned and approved in accordance with the provisions of Appendix A to Part 64 of Title 47 of the Code of Federal Regulations.
- 1.3.21 **Network:** The Company's network located in the continental United States.
- 1.3.22 **Point of Presence (POP):** Refers to a location or site containing telecommunications equipment that can include, but is not limited to, switches, multiplexers, modems, leased lines, and routers. A Carrier's Point of Presence usually means a location where the Carrier connects to other Carriers or its Customers.
- 1.3.23 **Premises:** Denotes a building, a portion of a building in a multi-tenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.
- 1.3.24 **Service:** means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.25 **Service Commencement Date:** The first day following the date on which the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of Service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the Customer used the Service.

- 1.3.26 **Service Order:** The request for facilities or Service by an Applicant or Customer. See also ASR Service may be ordered with an Access Service Order or a Constructive Order.
- 1.3.27 **Station** means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.28 **Switched Access:** Access to or from the switched Network of a Company for the purpose of originating or terminating communications.
- 1.3.29 **Termination of Service:** Discontinuance of both incoming and outgoing Service.
- 1.3.30 **Trunk:** A communications path, connecting two switching systems, used in the establishment of an end-to-end connection.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to provide and is only responsible for the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Customer shall be fully responsible for the payment of any bills for such Services and the resolution of any disputes or discrepancies with the Company. The Company is not responsible to any entity or its respective Customers for any service provided by that entity or to any entity that purchases access to the Company Network or use any of the Company's facilities or Services in order to originate or terminate its own services or to communicate with its own Customers. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications between patrons. If because of transmission difficulties the operator, in order to accommodate an End User, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall be attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between End Users because of such errors.

2.1.1 Installation and Termination of Equipment, Facilities and Systems

- 2.1.1.1 Services provided under this Tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's facilities at a suitable location inside a Customer designated location, and will be installed by the Company to such point of termination.
- 2.1.1.2 The Company, to the extent that such facilities are or can be made available with reasonable effort, and after provisions have been made for the Company's local service, will provide to the Customer, upon reasonable notice, facilities offered in other applicable sections of this Tariff at rates and charges specified therein.
- 2.1.1.3 Service provided to a Customer under this Tariff must be connected to Access Tandem facilities of another Telephone Company in the joint provision of intrastate access.

2.1.1.4 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company and the Channels, facilities or equipment of others must be provided at the Customer's expense.

2.1.2 Maintenance of Equipment, Facilities and Systems

The Company shall maintain Company's equipment, facilities or systems utilized to provide Service under this Tariff. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any systems provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

2.1.3 Shortage of Equipment, Facilities or Systems

Service is offered subject to the availability of facilities, equipment, or systems and the Company's ability to fulfill the request for Service under the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide or to limit Service to or from any location where the necessary facilities, equipment, systems, interconnection arrangements, billing arrangements, and/or switch software are not available.

2.1.4 Notification of Service-Affecting Activities

Where possible, the Company, at its sole discretion, may provide the Customer reasonable notification of Service affecting activities that may occur in the normal operation of its business.

2.1.5 Refusal and Discontinuance of Service

2.1.5.1 Upon nonpayment of any amounts owing to the Company, the Company, by giving prior written notice to the Customer, may discontinue or suspend Service without incurring any liability.

- 2.1.5.2 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend Service without incurring any liability.
- 2.1.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 2.1.5.4 Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.1.5.5 In the event the Company incurs fees or expenses, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.1.5.6 If a Customer whose account has been closed has a credit balance showing, the Telephone Company will transfer the credit to another account of the Customer, or will mail a check for the balance to the Customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the Customer to verify the address so that the Company can make a refund, or it will write to the Customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within 30 days of mailing, the Company will begin applying a closed account maintenance charge of 20% of the balance per month in the

second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund or the balance is exhausted.

- 2.1.5.7 Upon the Company's discontinuance of Service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.
- 2.1.5.8 When more than one Local Exchange Carrier provides Access Service, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Local Exchange Carrier affected by the nonpayment is incapable of effective discontinuance of Service without cooperation from the other joint providers of Switched Access Service, such other Carrier(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within or transiting the operating territory of the Local Exchange Carrier initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable Tariff provisions, the Tariff regulations of the Carrier whose Local Switching Center serves the Customer shall apply for joint service discontinuance.
- 2.1.5.9 In its sole discretion, the Company may discontinue the furnishings of any and/or all Service(s) to a Customer, without incurring any liability:

- 2.1.5.9.A Immediately and without notice, if the Company deems that a condition on the customer's property is determined to be hazardous,
 - 2.1.5.9.B The Customer 's use of equipment is in such a manner to adversely affect the Company's equipment or the Company's service to others,
 - 2.1.5.9.C The Customer tampering with Company property,
 - 2.1.5.9.D The Customer's unauthorized use of service, or
 - 2.1.5.9.E The Customer's illegal use of service
- 2.1.5.10 Immediately upon written notice to the Customer of any sum not paid 30 days from the Payment Due Date; or
- 2.1.5.10.A For violation of or non-compliance with state regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.
 - 2.1.5.10.B For failure of the Customer to fulfill contractual obligations for service or facilities subject to regulation by the Commission.
 - 2.1.5.10.C For failure of the Customer to permit the Company to have reasonable access to its equipment
 - 2.1.5.10.D For failure of the Customer to permit the utility to have reasonable access to its equipment
 - 2.1.5.10.E For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the utility as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
 - 2.1.5.10.F For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.1.5.11 Seven days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that 7-day period. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for bills due and owing for Service(s) furnished up to the time of discontinuance.

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

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

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

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's Premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the Premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer Premises for the purpose of installing, inspecting, maintaining, repairing, or upon Termination of Service as stated herein, removing the facilities or equipment of the Company.
 - 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
 - 2.2.1.7 Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide Access Service to the Customer or End User from the Premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.
- 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.
- 2.2.2.3 Any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.
- 2.2.2.4 Any claims or causes of action arising from the non-implementation of Private Switch/Automatic Locations Identification (PS/ALI), the enabling of Station level 911 service, and/or the failure of PS/ALI or Station level 911 service if enabled.
- 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.
- 2.2.6 The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities leased by the Customer from the Company; and
- 2.2.7 The Customer shall be responsible for promptly notifying the Company in writing of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Company may be responsible and cooperating in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.
- 2.2.8 Notices and Communications
- 2.2.8.1 The Customer will designate on the Service Order an address to which the Company will mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- 2.2.8.2 The Company will designate on the Service Order an address to which the Customer will mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- 2.2.8.3 All notices or other communications required to be given, pursuant to this Tariff, will be in writing unless otherwise provided.
- 2.2.8.4 The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.2.9 Transfer and Assignments

The Customer may not assign or transfer its rights or duties in connection with the Services provided by the Company without the written consent of the Company and payment of the applicable charges.

2.2.10 Temporary Surrender of Service

In certain instances, the Customer may be requested to surrender Service for purposes other than maintenance, testing or activity relating to an Access Service Request. If the Customer consents, or in the instance of preemption under NSEP Treatment as set forth in this Tariff, a credit allowance will be granted. The credit allowance will be determined in accordance with this Tariff.

2.3 Liability of the Company

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

2.3.2 Service Irregularities

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

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

2.3.3 Claims of Misuse of Service

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

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

2.3.3.3 The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company.

2.3.4 Defacement of Premises

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

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

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

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and

against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

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

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

2.3.8 Limitation of Liability

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

2.3.8.2 In no event will the Telephone Company be liable for loss of profits (even if the Telephone Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services.

- 2.3.8.3 Any action or claim against the Telephone Company arising from any of its alleged acts or omissions in connection with this Tariff or the Contract or Service Agreement will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred. No action or proceeding against the Telephone Company shall be commenced more than two (2) years after the Service is rendered.
- 2.3.8.4 The Telephone Company is excused from any performance due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Telephone Company) of any other provider's facilities or services, or any regulation or other directive, action or request of any governmental authority.
- 2.3.8.5 When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by the Telephone Company's lines. Connection of the Telephone Company's lines to the lines of another Telephone Company shall be in the sole discretion of the Telephone Company.

2.4 Application for Service

2.4.1 Minimum Contract Period

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a Customer notifies

the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or Service Ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 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.

2.4.1.3 Refer to 3.3 Switched Access Service Ordering.

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. Also, refer to 3.3.4, Access Service Request Cancellation.

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

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

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

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

2.4.3 Deposits

The Telephone Company may require a Customer, to make a deposit prior to or at any time after the provision of Service to the Customer to protect against uncollectible accounts. No such deposit will be required of a Customer which is a successor of a Company which has established credit and has no history of late payments to the Company.

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 COMAR 20.45.04.05 through COMAR 20.45.04.07.
- 2.5.2 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service Advance Payments of fixed charges and nonrecurring charges. The Advance Payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The Advance Payment will be applied to any indebtedness for the service and facilities for which the Advance Payment is made on the Customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.5.4 The Company will not collect attorney fees or court costs from Customers.

- 2.5.5 Customer will receive their bills in paper format unless otherwise specified. Additional charges apply for bills requested in non-paper format. Alternate bill media formats available are:
- 2.5.5.1 Magnetic tape;
 - 2.5.5.2 FTP file; or
 - 2.5.5.3 Cartridge
- 2.5.6 All bills to the Customer are due (Payment Due Date) 30 days after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. In the event the Customer does not remit payment in immediately available funds by the payment date, Service may be discontinued as specified in this Tariff.
- 2.5.7 If the entire amount billed is not received by the Company in immediately available funds by the Payment Due Date, an additional Late Payment Charge as described later in this Tariff may apply.
- 2.5.8 If such payment date would cause payment to be due on a Saturday, Sunday or Holiday, payment for such bills will be due from the Customer as follows:
- 2.5.8.1 If such payment date falls on a Saturday or on a Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.
 - 2.5.8.2 If such payment date falls on a Sunday or on a Holiday that is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday.
- 2.5.9 If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days less than 25 days after the date of the invoice and make such payments in cash or the equivalent of cash.

- 2.5.10 Adjustments for Services discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30-day month. The Company will, upon request, and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- 2.5.11 In the event the Telephone Company incurs fees or expenses, in collecting, or attempting to collect, any charges owed the Telephone Company, the Customer will be liable to the Telephone Company for the payment of all such fees and expenses reasonably incurred.
- 2.5.12 If the Telephone Company does not receive the entire amount billed, exclusive of any amount disputed by the Customer, by the due date in funds that are immediately available to the Telephone Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be:
- 1 and ½ % (.015) per month and applied for each month or portion thereof that an outstanding balance remains. The total of the late payment charges shall not exceed 5% of the original unpaid amount.
- 2.5.13 If the undisputed amount of an invoice should remain unpaid more than 30 days past its payment due date the Telephone Company shall have the right, in its sole discretion, to take any or all of the actions set forth in this Tariff with regard to refusal and discontinuance of Service and collections pursuant of charges outstanding.
- 2.5.14 Late Payment Charges applicable to End User ordering of Access are as provided for in the Company's Local Exchange Service Tariff.
- 2.5.15 When a payment (i.e. check or credit card) that has been presented to the Company by a Customer in payment for charges, including Deposits and Advance Payments, is refused for insufficient funds by a financial institution, or is a closed or non-existent account, the Customer will be assessed a twenty five dollar (\$25.00) charge.

2.6 Allowance for Interruptions in Service

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

- 2.6.1.1 It is the obligation of the Customer to notify the Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Company.
- 2.6.1.2 A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff. A credit allowance will not be extended for repair of Company owned facilities.
- 2.6.1.3 If the Customer reports to the Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to the Customer Premises for test and repair by the Company or an agent of the Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by the Company to be impaired.
- 2.6.1.4 The Customer will be responsible for the payment of service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited, to the Customer

2.7 Special Customer Arrangements

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

PROVISION OF SERVICE AND FACILITIES

2.8 Unlawful Use of Service

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

2.8.1.1 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

2.8.1.2 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.

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

2.9 Interference with or Impairment of Service

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

2.9.1 The characteristics and methods of operation of any Circuits, facilities or equipment provided by anyone other than the Company shall not interfere with or impair service over any facilities of the Company, its connecting and concurring Carriers, or other telephone companies involved in its services, cause damage to their equipment, impair the privacy of any

communications carried over their facilities or create hazards to their employees or to the public.

- 2.9.2 Except as provided for equipment or systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.108, if such characteristics or methods of operation are not in accordance with the above, the Company will, where practicable, notify the Customer, as appropriate, that temporary discontinuance of Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the Service if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of Service as in this Tariff is not applicable.

2.10 Telephone Solicitation by Use of Recorded Messages

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

2.11 Overcharge/Undercharge

- 2.11.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
- 2.11.2 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.
- 2.11.2.1 The liability of the Telephone Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that

payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.11.3 If a Customer disputes any portion of the charges and withholds payment of such disputed amounts, the Customer must notify the Company in writing by the due date of the disputed bill, identifying the amount, reason and rationale of such dispute. At a minimum, the Customer must pay all undisputed amounts due by the due date. The failure to submit a written dispute by the due date will not preclude the Customer from thereafter submitting a dispute or seeking a billing adjustment for any charges which have been paid.

2.11.4 The Company will not assess late payment charges on disputed amounts to the Customer.

2.12 Ownership of Equipment, Facilities and Systems

Title to all equipment, facilities and systems provided in accordance with this Tariff for provision of Service to the Customer remains with the Company or third party vendor providing facilities, if any, on behalf of the Company.

3. PROVISIONING OF SERVICE

3.1 Description of Switched Intrastate Access

3.1.1 Intrastate Switched Access Service provides an IXC access to the Telephone Company's Network for purposes of origination or termination of intrastate calls carried by the IXC. Intrastate Access provides for the ability to originate calls from an End User's Premises to the Customer's Point of Presence and to terminate calls from the Customer's

Point of Presence to an End User's Premises. Currently, the Telephone Company will only provide Switched Access Service via trunking arrangements between the Telephone Company's switch and the Access Tandem of the Incumbent Local Exchange Carrier (ILEC).

3.1.2 Types of Switched Access Offered

3.1.2.1 Switched Access is provided by the Company's Switch via Feature Group D (FGD). FGD is defined as a Trunk-side connection to the Company's Network. The use of a line side connection is not offered through this Tariff.

3.1.2.2 Feature Groups are arranged for originating, terminating, or two-way calling, based on the End Office switching capacity ordered. Originating calling permits the delivery of calls from the Company's exchange service locations to the Customer's Premises.

3.1.2.3 Terminating calling permits the delivery of calls from the Customer's Premises to Company's exchange service locations. Two-Way calling permits the delivery of calls in both directions, but not simultaneously.

3.1.2.4 Switched Access will be provided as Feature Group D Service to Company End Offices routed via the ILEC's Access Tandem to Company's switch.

3.1.3 Jurisdictional Determination

3.1.3.1 Where necessary to do so, for purposes of determining the jurisdiction of Switched Access traffic, once the Switched Access Service is activated, the following criteria will apply:

- 3.1.3.2 For originating FGD Switched Access Services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For originating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of originating FGD minutes, as outlined below.
- 3.1.3.3 For terminating FGD Switched Access Services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For terminating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of terminating FGD minutes, as outlined.
- 3.1.3.4 For FGB Terminating Switched Access Service, the Customer will provide an interstate percentage (PIU Factor) of FGB terminating minutes. Pursuant to Federal Communications Commission Order FCC 85-115 (adopted April 16, 1985), when the Customer does not have sufficient data to determine jurisdiction, the percent interstate usage is to be developed as though every call that enters the Customer's Network at a point within the same state as that in which the called Station is situated (as designated by the called Station number) is an intrastate communications. Every call for which the point of entry is in a state other than that where the called Station is situated (as designated by the called Station number) is an interstate communication.
- 3.1.3.5 For originating 800 Number Portability Access Service, the Customer will provide an interstate percentage (PIU Factor) of originating 800 minutes, as outlined below.
- 3.1.3.6 For Customer provision of jurisdictional information, the following requirements apply:
- 3.1.3.6.A The Customer will provide quarterly reports indicating the percent of total Telephone Company provided Switched Access usage that is interstate and intrastate. The reports may aggregate usage at a statewide, LATA, BAN or End Office level.

- 3.1.3.6.B The reports will be based on the calendar year and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service.
- 3.1.3.6.C The Customer will maintain records of call detail from which the jurisdictional determination is made. For verification purposes the Telephone Company may request that these records be made available for inspection and audit on not more than an annual basis. Such audit may be conducted by independent auditors if the Telephone Company and the Customer, or the Customer alone, is willing to pay the expense. The quarterly reports will be used as the basis for prorating charges to the interstate and intrastate jurisdictions for the next three month's billing and will be effective on the first day of the next monthly billing period which begins at least 15 business days after the day on which the Customer reports the revised jurisdictional information to the Telephone Company.
- 3.1.3.6.D In the event the Customer fails to provide a report for one or more quarters, the Telephone Company will use the most recently provided quarterly report for subsequent bills until the Customer provides an updated report.
- 3.1.3.6.E In those situations where a PIU has not been provided with a quarterly update and is therefore not available, a PIU of 50% (fifty percent) will be applied.
- 3.1.3.6.F No revisions to bills preceding the effective date of the revised jurisdictional information will be made based on this report.

3.2 Provisioning Regulations

3.2.1 Changes and Substitutions

- 3.2.1.1 Except as provided for equipment and systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.110 (b), the Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any equipment, facilities or systems used in providing Service under this Tariff, change minimum Network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Company. In case of any

such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change, or rearrangement materially affects the operating characteristics or technical parameters of the Service as originally ordered by the Customer, the Company will notify the Customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

3.2.1.1A Should a major change occur, the Company shall notify the Customer at least one year in advance. A major change is described as any change in telephone equipment that will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, coaxial cable, etc.).

3.2.1.1.B Should a minor change occur, the Company shall notify the Customer at least thirty days in advance. A minor change is described as any change in telephony-related equipment that will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, coaxial cable, etc.).

3.2.1.2 The Company will work cooperatively with the Customer relative to the redesign and implementation required by the change in operating characteristics.

3.2.2. Discontinuance and Refusal of Service

3.2.2.1 Company may discontinue the provision of the Service to any Customer not complying with the provisions of this Tariff. In case of such discontinuance, all applicable charges shall become due.

3.2.2.2. If the Customer repeatedly fails to comply with the provisions of this Tariff in connection with the provision of Service, and fails to correct such course of action after notification is provided to him as stated above, Company may refuse applications for any additional

Service to the non-complying Customer until the course of action is corrected.

If the National Exchange Carrier Association, Inc., notifies the Company that the Customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc., FCC No. 5 (Lifeline Assistance and Universal Service Fund charges) including any Customer's failure to make payments on the date and times specified therein, the Company, may take any of these actions:

3.2.2.2.A Refuse additional applications for service,

3.2.2.2.B. Refuse to complete any pending orders for service,.

3.2.2.3 In the case of discontinuance, all applicable charges including termination charges shall become due.

3.2.3 Preemption of Service

In certain instances, i.e., when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgment, the Company deems it necessary to preempt, then the Company will ensure that:

3.2.3.1 A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.

3.2.3.2 The service(s) preempted have a lower or do not contain NSEP assigned priority levels.

3.2.3.3 A reasonable effort is made to notify the preempted service Customer of the action to be taken.

3.2.3.4 A credit allowance for any preempted service shall be made in accordance with the provisions in this Tariff.

3.3 Switched Access Service Ordering

3.3.1 Ordering Conditions

3.3.1.1 Services offered under this Tariff may be ordered using an Access Service Request (ASR) or a Constructive Order for service, unless otherwise specified herein. 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.

3.3.1.2 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:

3.3.1.2.A Customer name and Premise(s) address(es);

3.3.1.2.B Billing name and address (when different from Customer name and address); and,

3.3.1.2.C Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.3.1.3 The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Date, at the time the Company gives the Customer an Order Confirmation Date.

3.3.2 Access Service Requests (ASR)

3.3.2.1 When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services being requested. When placing an order, the Customer shall provide all

standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional Service for an existing Service type.

- 3.3.2.2 With the agreement of the Company, other Services may subsequently be added to the ASR at any time, up to and including the Service Date for the Access Service. When added subsequently, charges for a Design Change will apply when an engineering review is required. Additional engineering is not an ordering option, but will be applied to an ASR when the Company determines that additional engineering is necessary to accommodate a Customer request.

Additional engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company already has provided the technical information included on the design layout report as set forth herein. The Customer will be notified when additional engineering is required, and will be furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the Customer agrees to the additional engineering, a firm order will be established. If the Customer does not want the Service after being notified by the Company that additional engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the original estimated amount by more than 10 percent.

3.3.3 Access Service Request Modifications

- 3.3.3.1 The Customer may request a modification of its ASR prior to the Service 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. Charges for Access Service Order modification will apply as set forth below, on a per occurrence basis.

3.3.3.2 Any increase in the number of Switched Access Service lines, Trunks, transport facilities, out of band signaling connections or any change in engineering or functionality of a Service will be treated as a new ASR with a new Service Commencement Date interval.

3.3.4 Service Date Change Charge

3.3.4.1 ASR Service dates for the installation of new Services or rearrangement of existing Services may be changed, but the new Service Commencement Date may not exceed the original Service Date by more than 30 calendar days. When, for any reason, the Customer indicates that Service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of Service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer, but earlier than the original requested Service Commencement Date.

3.3.4.2 If the Customer requested Service date is more than 30 calendar days after the original Service Date, the Company will cancel the order on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the Service, the Customer must place a new ASR with the Company.

3.3.4.3 The Service Date Change Charge will apply on a per order/per occurrence basis for each Service Date changed as set forth in the Tariff.

3.3.5 Design Change Charge

3.3.5.1 The Customer may request a Design Change to the Service(s) ordered. A Design Change is any change to an ASR that requires Engineering Review. An Engineering Review is a review by Company personnel of the Service(s) ordered and the

requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions or a change in the type of Transport Termination. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

3.3.5.2 The Design Change Charge will apply on a per order/per occurrence basis, for each order requiring a Design Change. The applicable charges set forth in this Tariff, are in addition to any Additional Labor or Service Date Change Charges that may apply.

3.3.6 Expedited Order Charge

3.3.6.1 When placing an Access Order for Service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company. The request for an earlier Service Commencement Date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the Service Commencement Date. The Company has the exclusive right to accept or deny the Expedite Order request. However, if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide Service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

3.3.6.2 If the Company is subsequently unable to meet an agreed upon expedited Service Commencement Date, then the Expedite Charge will not apply. In the event the Company provides Service on an expedited basis at the Customer's request, and the Customer delays Service or is not ready for delivery of Service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge. In the event that the Customer cancels an

expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

- 3.3.6.3 In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.
- 3.3.6.4 An Expedite Charge will not be applied to orders expedited for Company reasons.
- 3.3.6.5 If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply. The Expedited Order Charge will apply on a per order/per occurrence basis, as specified in this Tariff.

3.3.4 Access Service Request Cancellations

- 3.3.4.1 A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that Service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a Service Date of an ASR for installation of new Services or rearrangement of existing Service, in which case a Service Date Change Charge will apply. However, the new Service Commencement Date cannot exceed the originally established Service date by more than 30 calendar days. On the 31st day beyond the original Service Date, the ASR will be cancelled and the appropriate Cancellation Charge will be applied.
- 3.3.4.2 Except as stated herein, Cancellation Charges will apply as specified in this Tariff. If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply. Cancellation charges for Expedited Orders will be applied for any order cancelled from the Application Date forward.

3.3.4.3 If the Company misses a Service Date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil riots or wars, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation Charges.

3.3.5 Access Service Date Intervals

3.3.5.1 Access Service Date Intervals for Access Service is provided within one of the following Service Date intervals:

Standard Interval
Negotiated Interval

3.3.5.2 The Company will specify an Order Confirmation Date and a Service Commencement Date contingent on the ASR being complete as received. To the extent that 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:

3.3.5.3 Standard Interval

The standard interval for Switched Access Service will be 10 business days (Standard Interval) from the Application Date. This interval only applies to standard Service offerings for a Customer that is at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

3.3.5.4 Negotiated Interval

3.3.5.4.A The Company will negotiate a Service Date interval (Negotiated Interval) with the Customer when:

3.3.5.4.A.1 The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

- 3.3.5.4.A.2 There is no existing facility connecting the Customer Premises with the Company; or
- 3.3.5.4.A.3 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
- 3.3.5.4.A.4 The Company determines that Access Service cannot be installed within the Standard Interval.

3.3.5.4.B 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. All Services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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

4 RATES AND CHARGES

4.1 Explanation of Switched Access Elements

4.1.1 The Telephone Company is providing Service according to the following arrangement. The End Office switch is located in Company territory. The Telephone Company's End Users are served from that switch. If a Telephone Company End User places an Intrastate Interexchange call, the call is routed to the Company's Interexchange Carrier or Incumbent Local Exchange Carriers (ILEC) Access Tandem. From there, the call is carried to the End User's designated Interexchange Carrier Point of Presence. The

Telephone Company does not provide for direct Trunked Tandem connection for Interexchange Carriers at this time. For calls terminating to the Telephone Company’s End Users, calls are routed from the caller’s Interexchange Carrier’s Point of Presence through the Incumbent Local Exchange Carrier’s Access Tandem to the Telephone Company End User.

4.1.2 The figure below provides the various access elements associated with this arrangement relating to Switched Access charges:

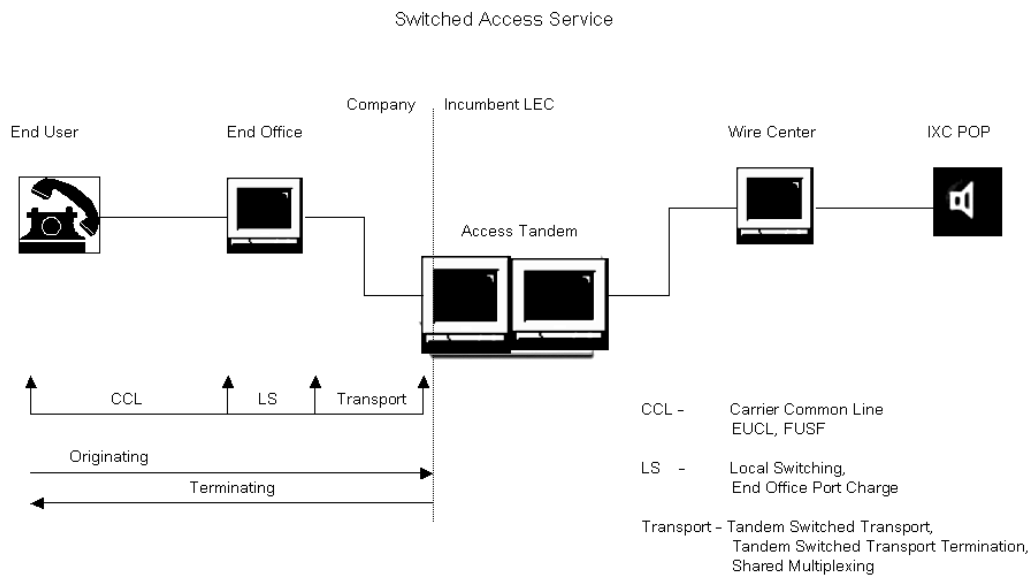


Figure 1 - Switched Access Rate Elements

4.1.3 Rates contained in this Tariff are subject to subsequent adjustment, in the event the Commission or a court subsequently authorizes Company to correct its rates pursuant to pending motions, or petitions for reconsideration or waiver, or in the event of any other adjustment to an order of the Commission or a court.

4.2 Access Element Charges

Rates are intended to mirror the ILEC’s rates for the serving area.

4.2.1 Carrier Common Line

4.2.1.1 The Telephone Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in those areas where the Incumbent Local Exchange Carrier provisions in a similar manner. Carrier Common Line Access provides for the use of End Users' Telephone Company provided common lines by Customers for access to such End Users to furnish Intrastate communications.

4.2.1.2 Rates apply to all FGD access minutes that originate from or terminate to the Telephone Company's End Office (equal access) and to all FGB access minutes that terminate to the Telephone Company's End Office.

Rates Per ILEC Territory	Per Minute of Use Originating¹
Verizon Maryland, LLC	\$0.021207

4.2.2 Local Switching

4.2.2.1 Local Switching - provides local End Office switching and End User termination functions necessary to complete the transmission of switched access communications to and from the End Users served by the local End Office.

Rates apply to all FGD access minutes that originate from or terminate to the Telephone Company's End Office (equal access) and to all FGB access minutes that terminate to the Telephone Company's End Office.

<u>Rates Per ILEC Territory</u>	<u>Per Minute of Use</u>	
	<u>Originating¹</u>	<u>Terminating¹</u>
Verizon Maryland, LLC	\$.003000	\$0.000000

¹ Charter Fiberlink – Maryland II, LLC benchmarks against ILEC rates.

4.2.2.2 Shared End Office Trunk Port - The Shared End Office Trunk Port provides for the termination of a Tandem-Switched Trunk at an End Office. The Shared End Office Trunk Port is usage rated and shall be assessed on all access minutes that utilize Tandem-Switched Transport.

When Tandem-Switched Transport is provided by more than one Company, the Shared End Office Trunk port charge shall be billed by the Company in whose territory the End Office is located.

<u>Rates Per ILEC Territory</u>	<u>Per Minute of Use</u>	
	<u>Originating¹</u>	<u>Terminating¹</u>
Verizon Maryland, LLC	\$0.00168800	\$0.00000000

4.2.2.3 Composite Terminating End Office Charge - Applicable to all terminating End Office minutes.

<u>Rates Per ILEC Territory</u>	<u>Per Minute of Use Terminating¹</u>
Verizon Maryland, LLC	\$0.00000000

4.2.3 Transport

4.2.3.1. Tandem Switched Transport - Tandem Switched Transport consists of the Circuits used in common by multiple Customers from the LEC’s Access Tandem to the Company’s End Office. The Tandem-Switched Transport Rate includes four sub-elements: a Tandem-Switched Transport – Termination rate, a Tandem-Switched Transport rate, a Tandem Switch Rate and a Shared Multiplexing rate. The third sub-element, Tandem Switch Rate does not apply for Company’s current Network Configuration. Sub-element descriptions and rates are provided below.

¹Charter Fiberlink – Maryland II, LLC benchmarks against ILEC rates.

- 4.2.3.1.A The Tandem Switched Transport – Termination element is a usage rated, per minute rate to recover costs incurred at the ends of the transmissions links.
- 4.2.3.1.B The Tandem Switched Transport Facility element is usage rated and distance-sensitive, i.e., a per access minute per airline mile rate. The rate recovers costs of the transmission facilities, including intermediate transmission Circuit equipment, between the end-points of the Circuit.
- 4.2.3.1.C The Tandem Switched Transport - Shared Multiplexing Rate will be assessed on all minutes of use between the LEC’s Access Tandem and the Company’s End Office. The Shared Multiplexing rate recovers multiplexing costs on the End Office side of the Access Tandem.
- 4.2.3.2 Rates are intended to mirror the ILEC’s rates for the serving area. The rates below apply to calls originating from or terminating to End Users in the service area of the listed ILEC.

Verizon Maryland, LLC

<u>Tandem Switched Transport Termination and Facility Rates</u>	<u>Per Minute of Use</u>	
	<u>Fixed</u>	<u>Per Mile</u>
<u>Originating</u> ¹	\$0.0000000	\$0.0000020
<u>Terminating</u> ¹		
To a Company end office	\$0.0000000	\$0.0000000
To a third party	\$0.0000000	\$0.0000020

¹ Charter Fiberlink – Maryland II, LLC benchmarks against ILEC rates.

4.2.3.3. **Shared Multiplexing Usage Rates**

Shared Multiplexing Usage Rates

	Per Minute of Use	
	Originating¹	Terminating¹
Verizon Maryland, LLC	\$0.00000000	\$0.00000000

4.3 Ordering Charges

4.3.1 Access Order Charge

A nonrecurring, per occurrence charge assessed for the processing of access orders, is applied per access order for the installation, addition, change, rearrangement or move of Access Services.

Non-Recurring Charge	\$100.00
----------------------	----------

4.3.2 Design Change Charge

A nonrecurring per occurrence charge is assessed for any change to an access order that requires an engineering review or reevaluation of facilities needed in order to implement the requested Access Service.

¹ Charter Fiberlink – Maryland II, LLC benchmarks against ILEC rates.

In the case of a Customer-initiated modification of Service, charges for the subsequent orders are in addition to the costs incurred before the Customer changed the original order.

Non-recurring Charge \$150.00

4.3.3 Service Date Change Charge

Access Service Order Request service dates may be changed, however a Service Date Change Charge will apply for each service date change after the plant test date of the original ASR.

For Switched Access, the new service date may not exceed the original service date by more than 30 calendar days. If the requested service date is more than 30 calendar days after the original service date, the ASR will be cancelled by the Company and cancellation charges will apply. The ASR will be reissued with the new service date.

Non-recurring Charge \$150.00

4.3.4 Expedited Order Charge

This is a nonrecurring per occurrence charge assessed for requests that service be provided on an earlier date than originally requested on the Access Service Order Request. If the Company determines that service can be provided on an expedited basis without additional costs to the Company, the expedited request will be accepted.

With the agreement of the Company, a new service date may be established that is prior to the original service date and an Expedited Order Charge will also apply in addition to the Service Date Change Charge.

Non-recurring Charge \$500.00*

*Plus additional labor charges

4.3.5 Access Order Cancellation Charge

4.3.5.1 A Customer may cancel their Access Order on any date prior to the service date. The cancellation date is the date the Company

receives written or verbal notice from the Customer that the ASR is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

- 4.3.5.2 For Tandem Switched Transport, if a Customer is unable to accept service within 30 calendar days of the original service date, the ASR shall be considered cancelled and the charges described below will apply. In such instances, the cancellation date shall be the 31st calendar day beyond the original service date of the ASR.
- 4.3.5.3 When a Customer cancels an ASR for the installation of new service, or an ASR to modify existing service, charges will apply as follows:
 - 4.3.5.3.A When an ASR for Switched Access Service is cancelled on or after the Application Date, the Cancellation Charge is calculated, on a per ASR basis, by multiplying the total installation Non-recurring Charges for the quantity ordered by the number of business days elapsed since the Application Date, and dividing that figure by the number of days in the service interval (i.e., the number of business days between the Application Date and the last day of the service date interval) and adding the Switched Access Ordering Charge.
 - 4.3.5.3.B When a Customer chooses to commence billing rather than cancel an ASR for these services specified above, the Customer must submit an ASR prior to calendar day 31 from the original service date and request a service date change. The new service date may not exceed the original service date by more than 120 calendar days. Charges will only apply for each subsequent service date change request after calendar day 31, not to exceed 120 calendar days.
 - 4.3.5.3.C When a Customer elects to commence billing, monthly recurring charges will begin accruing at calendar day 31 after the original service date. Upon completion of the ASR, the initial bill for the service will include these accrued charges and any additional nonrecurring charges in addition to any other billable charges specified in this section

4.3.6 If the ASR is not completed within 121 calendar days of the original service date, the ASR will be canceled. Cancellation charges will apply. In addition, the Customer will be billed the accrued monthly recurring charges specified above plus any additional nonrecurring charges applicable for the Service. These charges will be computed commencing at day 31 after the original service date up to and including the cancellation date, not to exceed 90 days of service (120 days from the original service date). The Company will not reissue an ASR with a new service date beyond 121 calendar days. It will be the Customer's responsibility to submit a new ASR for Switched Access Service.

Non-recurring Charge	\$75.00
*Plus any additional Labor costs	

4.3.7 800 Service Charges

The following charges are assessed for 800 Number Portability Access Service (NPAS) Queries. These query charges apply in addition to the per-minute usage charges assessed for use of the Telephone Company's Network for 800 NPAS usage. A charge is assessed for each 800 query, whether the call is completed or not.

Rates are intended to mirror the ILEC's rates for the serving area. The rates below apply in the service area of the listed ILEC.

<u>800 Database query¹</u>	<u>Nonrecurring Charge</u>
Verizon Maryland, LLC	\$0.00308

4.4 Primary Interexchange Carrier (PIC)

4.4.1 An End User may select and designate to the Company an Interexchange Carrier (IC) they wish to access for interexchange calls. This IC is referred to as the End User's Primary Interexchange Carrier. After the End User's initial selection of a PIC, any additional change in selection will incur a Non-recurring Charge for the change.

¹ Charter Fiberlink – Maryland II, LLC benchmarks against ILEC rates.

- 4.4.2 If an End User disputes a PIC change, the Company will investigate the origin of the change and restore the End User to their previous PIC. If the change was submitted by an IC who is unable to produce the signed End User Letter of Agency, the IC will be assessed a non-recurring Unauthorized PIC change charge in addition to the PIC change charge.

Rates and Charges

Primary Interexchange Carrier (PIC) Change Non-Recurring Charge	\$ 5.00
Unauthorized Primary Interexchange Carrier (PIC) Change Non-Recurring Charge	\$ 35.00

4.5 Billing Name and Address (BNA)

- 4.5.1 The Company will, upon request, provide Billing Name and Address information to a Customer. Customer will supply a written request to Company specifying the telephone number or numbers for which Billing Name and Address information is desired. The Company will perform a query and provide the Customer with the Bill Name and Bill Address for each Telephone Number requested, if found. If a Telephone Number is not found, a per/Telephone Number – Not Found charge is still applicable.
- 4.5.2 Any Customer provided BNA pursuant to this Tariff, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of published and non-published telephone numbers, and further agrees to use the information contained therein only for the purpose of billing for services provided to their End Users.
- 4.5.3 In no case shall any Customer or authorized billing and collection agent of a Customer disclose the billing name and address information of any subscriber to any third party, except that a Customer may disclose BNA information to its authorized billing and collection agent or to governmental law enforcement agencies.
- 4.5.4 Data will be provided either in paper format, via electronic transmission, e-mail attachment or fax.

Rates and Charges

	<u>Found</u>	<u>Not Found</u>	<u>Mgt Fee</u>
Per Telephone Number	\$26.00	\$23.00	
Per Request			\$50.00

4.6 Alternate Bill Media

4.6.1. Service Description

4.6.1.1 Billing for Access Services occurs on a monthly basis based on specific bill periods established by the Company. Bills are rendered for each Access Customer Name Abbreviation (ACNA).

4.6.1.2 Primary bills will be provided in a paper format at no charge. Alternate Bill Media formats are available to Customers at the rates detailed below who do not wish to receive their primary bill in paper format. Customer Service Records (CSR) containing Customer information are also available in the formats below.

4.6.1.3 The Alternate Bill Media options available are:

- 4.6.1.3.A Magnetic tape, 18 track
- 4.6.1.3.B FTP file
- 4.6.1.3.C Cartridge

4.6.1.4 Rates for alternate bill media are only filed in the FCC Intrastate Tariff – rates will apply to 100% of the charges for Alternate Bill Media. No mixed jurisdictional adjustment to rates will apply.

4.6.2 Rates and Charges

<u>Rates and Charges</u>	<u>Bill Media</u>	<u>CSR</u>
Magnetic tape, 18 track (per month)	\$35.00	\$35.00
Cartridge (per month)	\$35.00	\$35.00
FTP file	\$35.00	\$35.00

4.7 Carrier Identification Code (CIC)

This feature permits the Customer to establish or add a CIC, change an existing CIC or delete an existing CIC used in conjunction with the Customer's service.

<u>Rates and Charges</u>	<u>Bill Media</u>	<u>CSR</u>
Add CIC - FGD	\$31.24	
Change CIC – FGD	\$91.79	
Delete CIC – FGD	\$54.45	

4.8 CIC Consolidation

- 4.8.1 If the Customer requests to consolidate multiple CICs, a CIC Consolidation Charge will be assessed. This charge is only assessed when all lines or Trunks associated with the former CIC(s) are changed on a one-time realignment basis within the Company's databases at a nationwide level to a single existing CIC. Requests for a CIC Consolidation must be provided to the Company in writing, but no ASR charge is applicable for this request. The rate for this service is provided below.
- 4.8.2 The CIC Consolidation charge does not apply to normal PIC change activity, whereby Carrier selection is changed and no consolidation of CICs occurs.
- 4.8.3 The Company will negotiate a due date for a CIC Consolidation with the Customer. It is the sole responsibility of the Customer to notify affected End Users of the change.
- 4.8.4 If the Customer elects to change a CIC due to surrendering a CIC to the North American Numbering Plan Administrator for reassignment, the CIC Consolidation Charge will be waived. The waiver is applied only when the Customer surrenders the CIC on a nationwide basis. Additionally, the CIC must be relinquished within ninety (90) days from the completed conversion date. Confirmation of relinquished code(s) must be in writing and come from the NANP Administrator.

Rates and Charges**CIC Consolidation – Merger**

Per Line or WTN Additional Engineering, Additional Labor and Miscellaneous Services, Presubscription, PIC Consolidation Charge

4.9 Additional Labor Charges

4.9.1 Additional Labor is labor requested by the Customer to provide Service and agreed to by the Company. The Company will notify the Customer that Additional Labor charges will apply before any additional Labor is undertaken. Additional Labor charges will also apply if the requirement for the Additional Labor is the fault of the Customer or parties on whose behalf it acts.

4.9.2 The rates for additional labor charges will be provided to the Customer on an Individual Case Basis (ICB) based upon the work requested at the time the Additional Labor is requested.

5 ORDERING, RATING AND BILLING – MORE THAN ONE LEC**5.1 General**

5.1.1 Each Company will provide its portion of the Switched Transport or Special Transport service within its operating territory to the meet point with the other Company(s). The telephone companies involved in providing the service will determine the Bill Percentage (BP).

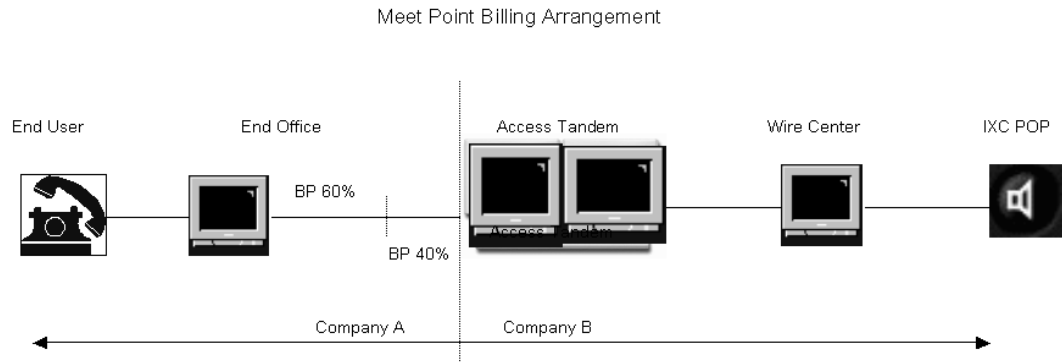


Figure 2 - Example of MPB Arrangement

- 5.1.2 For all Switched Access Services the order will be placed with the Company as specified in the Ordering and Billing Forum's Multiple Exchange Carrier Ordering and Design (MECOD) guidelines. The multiple billing arrangements described in this section are also subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) guidelines.
- 5.1.3 All recurring and Non-recurring Charges for services provided by each LEC are billed under each Company's applicable Tariffs or Tariffs (Multiple Bill – Single Tariff) under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the LEC's Tandem and the Company's Switch that serves the End Users and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's Local Switching Center.
- 5.1.4 The Company must notify the Customer of the:
 - 5.1.4.1 Meet Point Billing option that will be used;
 - 5.1.4.2 Telephone Company(s) that will render the bill(s);
 - 5.1.4.3 Carrier(s) to whom payment should be remitted; and
 - 5.1.4.4 Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

- 5.1.5 The Company will handle the ordering, rating and billing of Access Services under this Tariff where more than one LEC is involved in the provision of Access Services, as follows:
- 5.1.5.1 The Telephone Company must receive an order (which may be a Constructive Order) for Switched Access Service, as defined herein, ordered to the Telephone Company's Local Switching Center through an Access Tandem operated by another LEC. In addition, the Customer will also be required to submit a copy of the order as specified by the LEC that operates the Access Tandem.
 - 5.1.5.2 Separate bills will be rendered by the other LEC and the Telephone Company for Terminating Feature Group B or Feature Group D Access Service.
 - 5.1.5.3 The Multiple Bill option allows each Local Exchange Carrier providing service to bill the Customer for their portion of a jointly provided Access Service. Each Company will determine its portion of the Switched Transport as set forth below:
 - 5.1.5.3.A Determine the applicable charges and bill in accordance with its Tariff;
 - 5.1.5.3.B Include all recurring and nonrecurring rates and charges of its Tariff; and
 - 5.1.5.3C Forward the bill to the Customer.
 - 5.1.3.4 The Customer will remit the payments directly to each Company.
 - 5.1.3.5 Meet Point Billing Mileage Calculation - Each Company's portion of the Switched Transport mileage will be determined as follows:
 - 5.1.3.5.A For Switched Access Tandem-Switched Transport Services, determine the appropriate Tandem-Switched Transport total miles by computing the number of miles from the Access Tandem to the serving Wire Center in the Access Area (i.e., the End User serving Wire Center, or WATS Serving Office), using the V&H method as set forth in the NECA le FCC No. 4.
 - 5.1.3.5.B Determine the billing percentage (BP), as set forth in the NECA Rate Schedule FCC No. 4. This represents the portion of the Service provided by each LEC.

- 5.1.3.6 For Switched Access Tandem-Switched Transport;
- 5.1.3.6.A Multiply the number of access minutes of use times the number of airline miles as set forth in (1), times the BP of each Company as set forth in (2), times the Tandem-Switched Transport rate;
- 5.1.3.6.B Multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.
- 5.1.3.7 Where the Tandem-Switched Transport is provided by more than one Local Exchange Carrier, the Tandem-Switched Transport - Termination rate applies for the termination at the Telephone Company end of the Tandem-Switched Transport (i.e., the first point of switching or the End Office serving the End User). The Tandem-Switched Transport - Termination rate will not apply when the Telephone Company is the intermediate provider of the Switched Transport.
- 5.1.3.8 The Local Exchange Carrier in whose territory the End Office is located shall bill the Shared Trunk Port for Tandem-Switched Transport.
- 5.1.3.9 For tandem routed Trunks, the dedicated Trunk port shall be billed by the Local Exchange Carrier owning the tandem. For End Office direct routed Trunks, the dedicated Trunk port shall be billed by the Company owning the End Office on a single bill, single tariff or multiple bill, multiple Tariff meet point billing arrangement.
- 5.1.3.10 The shared multiplexing charge will be assessed to the Interexchange Carrier by both the Company and the Company owning the Access Tandem under the multiple bills meet point billing option. The shared multiplexing charge will be split between the two companies using a 50/50 division.

5.2 Meet Point Billing

When the Switched Transport facility (Tandem-Switched Transport) is provided by more than one Telephone Company the following regulations apply for Switched Access when the End Office is in the Company's Territory:

- 5.2.1 Distance sensitive transport provided by the Company will be rated according to the rates specified in this Tariff for the Company's End Office.
- 5.2.2 The transport termination provided by the Company will be rated according to the rates specified in this Tariff to the Company's End Office.

5.3 Rating and Billing of Service

Each Company will provide its portion of the Access Service based on the regulations, rates and charges contained in its respective Access Service Tariff, subject to the following, as appropriate. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved. When rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the LEC's Tandem and terminating at the End User's Premises, and vice versa.