

Tariff Schedule Applicable to

LOCAL SERVICES TARIFF

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 local 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 49 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this sheet.

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1 GENERAL

1.1 Explanation of Symbols

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

1.2 Application of the Tariff

- 1.2.1 This Tariff governs 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 also sets forth the terms and conditions of Service applicable to furnishing Intrastate common Carrier local Telecommunications Services by Charter Fiberlink – Maryland II, LLC a competitive Facilities-based provider, to Customers within the state of Maryland.
- 1.2.2 The Company may assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. The Customer may not transfer or assign his or her rights or obligations associated with the Services hereunder without the Company’s prior written consent.
- 1.2.3 This Tariff is to be governed by and construed in accordance with the laws of the State.
- 1.2.4 In the event of a conflict or inconsistency between (i) the Contract, as defined herein, and (ii) this Tariff, the Tariff will govern. Should any provision of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.
- 1.2.5 The Company’s Services are available to business Customers.
- 1.2.6 The Company’s Service territory is Crisfield and Marion.

- 1.2.7 The Company concurs in the Local Calling Areas and maps as filed by the incumbent local exchange company. The Company reserves the right to offer Services under a phased-in schedule such that the local serving area will expand as technical capability expands.

1.3 Definitions

- 1.3.1 **Account** – Either a Customer’s Physical location or individual Service represented by a unique Account number within the billing hierarchy. Multiple Services each with a unique Account number may be part of one physical location.
- 1.3.2 **Authorized Account User or Authorized User** – The person or persons authorized to make changes to a Customer Account including changes to toll Carriers as designated by the Account holder. Authorized Account Users shall be limited to two persons for any single postal address.
- 1.3.3 **Authorization Code** – A multi-digit code that enables a Customer to access the Telephone Company’s network and enables the Telephone Company to identify the Customer’s use for proper billing. Also, called a Personal Identification Code or PIN.
- 1.3.4 **Automatic Location Identification (ALI)** – The use of a database to associate a physical location with a telephone number.
- 1.3.5 **Business Service** – Telephone Service to be used primarily for other than family, household or personal purposes, and as described herein.
- 1.3.6 **Carrier** – The term “Carrier” means a provider of Telecommunications Service.
- 1.3.7 **Central Office** – A switching unit in a telephone system which provides Service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting Customer lines and trunks or trunks only There may be more than one Central Office in a building or exchange.
- 1.3.8 **Commission** – Maryland Public Service Commission.
- 1.3.9 **Construction Charge** – A separate nonrecurring charge made for the construction of Facilities in excess of those contemplated under the rates quoted in this Tariff.

- 1.3.10 **Contract or Service Agreement**– The agreement between a Customer and the Telephone Company under which Services and Facilities are furnished. The Contract or Service Agreement may consist of or include the Service Order. Unless stated otherwise by the Contract or Service Agreement, the Contract or Service Agreement may include, incorporate or refer to the provisions of this Tariff.
- 1.3.11 **Customer** – The individual, partnership, association or corporation which Contract for telephone Service and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company’s Tariff.
- 1.3.12 **Customer Premises Equipment or Customer Provided Equipment (CPE)** — Refers to terminal equipment normally used on the Premises and owned or provided by the Customer or User, or owned by the Telephone Company or some other supplier and leased to the Customer or User; including the terminal equipment located or held in inventory on the Premises.
- 1.3.13 **Delinquent or Delinquency** – An Account for which payment has not been made in full on or before the last day for Timely Payment.
- 1.3.14 **End User** – The ultimate user of the Telephone Service provided by the Telephone Company. See “Customer.
- 1.3.15 **Exchange or Exchange Area** – A geographically defined area or contiguous areas, including for mandatory extended area Service, established by the telephone industry or the Commission, within which Local Exchange Carriers hold themselves out to provide local communications Services of the character ordinarily furnished by a single Exchange.
- 1.3.16 **Exchange Service** – When referring to the Company, Telephone Service within an Exchange Area in accordance with the provisions of the Contract and the Tariff. When referring to Other Providers, communications Service within an Exchange Area or Local Calling Area.
- 1.3.17 **Facility (or Facilities)** – Any item or items of communications plant or equipment used to provide or connect to the Company Services.
- 1.3.18 **FCC** – Federal Communications Commission.

- 1.3.19 **Incumbent Local Exchange Carrier (ILEC) or Local Exchange Carrier (LEC)** – is any Local Exchange Carrier that on February 8, 1996, provided Local Exchange Service in an Exchange Area, and either as of February 8, 1996 was deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations, or is a person or entity that, on or after February 8, 1996, became a successor or assign of such a member of the Exchange Carrier Association.
- 1.3.20 **Interconnection** – The method by which Facilities of the Telephone Company are arranged to Exchange communications with Other Providers, and to transmit to, or receive information from, Customer-provided equipment.
- 1.3.21 **Interexchange Carrier (IXC)** – A common Carrier that provides long distance domestic and International communications Services to the public.
- 1.3.22 **International** – Refers to communication between U.S. and another country.
- 1.3.23 **Interruption** – Refers to the disruption of Service such that the Service becomes unusable by the User.
- 1.3.24 **Intrastate** – Refers to communication within a single state.
- 1.3.25 **Local Calling Area or Local Service Area** – Refers to the Exchange Area throughout which communications Service is rendered to a Customer or Users without the application of toll charges.
- 1.3.26 **Local Exchange Service** – Telephone communications within a Local Calling Area in accordance with the provisions of the Telephone Company's Local Exchange Tariff.
- 1.3.27 **Location** – A physical premise to or from which the Telephone Company provides Service.
- 1.3.28 **NPA** – An area code, otherwise called Numbering Plan Area.
- 1.3.29 **NXX** – The designation for the first three digits of a local telephone number where N represent 2-9 and X represents 0-9.

- 1.3.30 **Other Common Carrier** – The term “Other Common Carrier” denotes a specialized or other type of common Carrier authorized by the Federal Communications Commission to provide domestic or International communications Services.
- 1.3.31 **Other Provider** – Refers to common Carriers or Service providers other than the Company, and whose Services or Facilities are connected to or used by the Company in providing the Services.
- 1.3.32 **Premises** – The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the Customer as a residence. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same Premises insofar as the Customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.
- 1.3.33 **Service(s)** – The Telephone Company’s Telecommunications Services and related Facilities and equipment provided pursuant to the regulations or conditions set forth in this Tariff and the Contract with the Customer.
- 1.3.34 **Service Agreement** – See “Contract or Service Agreement”.
- 1.3.35 **Service Charge** – The nonrecurring charge a Customer is required to pay for establishing telephone Service or subsequent modification of that Service.
- 1.3.36 **Service Order** – Refers to an application of a Customer for Services. See “Contract or Service Agreement”.
- 1.3.37 **Switch** – A unit of dial switching equipment that provides Interconnection between station lines or trunks.
- 1.3.28 **Tariff** – A schedule of local rates and charges, rules and regulations, terms and conditions.
- 1.3.29 **Telecommunications** – The transmission, between or among points specified by the User, of information of the User’s choosing, without change in the form or content of the information as sent and received.
- 1.3.40 **Telephone Company or Company** – Charter Fiberlink – Maryland II, LLC

1.3.41 **Timely Payment** – A payment on a Customer’s Account made on or before the due date.

1.3.42 **User** - See “End User or Authorized User.”

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The regulations set forth herein apply to Intrastate Telecommunications Services and Facilities furnished by Charter Fiberlink – Maryland II, LLC subject to the jurisdiction of the Maryland Public Service Commission.

2.1.1 In case of a shortage of Facilities existing at any time, either for temporary or protracted periods, the establishment of network transmission Service takes precedence in the furnishing of any Service or Facility.

2.1.2 Equipment and Facilities furnished by the Company to provide Service on the Premises are the property of the Company. Telephone numbers assigned to the Customer by the Company are portable and transferable with the Customer, however, the Customer has no property right in telephone numbers or any other call number designations associated with the Services, and the Company may change such numbers, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.1.3 The Company installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer’s agent for ordering access connection Facilities provided by other Carriers or entitles when authorized by the Customer to allow connection of a Customer’s Location to the Company’s network. The Customer shall be responsible for all charges due for such Service arrangements.

2.1.4 The Company may block calls that are made to certain cities or Central Office exchanges, or use certain Authorization Codes as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service. (Also see Section 2.15 and 2.16.) The Company will use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Company may substitute, change, or rearrange any equipment or Facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.

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 Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access.
 - 2.2.1.8 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.
- 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 (Except as otherwise provided by applicable law,) any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.
- 2.2.2.4 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.
- 2.2.2.5 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.
- 2.2.2.6 Using a Multimedia Terminal Adapter (MTA) or a telephone modem that requires electrical power in the event of a failure. Upon Customer's request, the Telephone Company may provide battery back-up for the MTA or modem with the intent of such battery back-up permitting the provision of telephone Service in the event of a power outage. However, the provision of telephone Service in the event of a power outage is not guaranteed.
- 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.
- 2.2.7 Customer represents to the Telephone Company that the Customer has the authority to execute, deliver and carry out the terms of this Tariff and Contract or Service Agreement. It is the responsibility of the Customer to ensure that any person who accesses any Service through the Customer's equipment or through the Telephone Company's Facilities on the Premises will be an Authorized User.
- 2.2.8 The Company may perform an installation review of each Service Location prior to the installation of Services at each Service Location. At its own expense, the Customer shall be responsible for all site preparation activities necessary for delivery and installation of the equipment and the installation and ongoing provision of Services.
- 2.2.9 The Customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company Telecommunications equipment on the Premises. Failure to supply adequate commercial electrical power or battery back-up is considered negligence of the Customer. A Customer may be billed a Service dispatch charge whenever a dispatch is made to correct a Service Interruption caused by (i) Customer-provided systems or CPE, (ii) the connection of Customer-provided systems with the Facilities or Services of Other Providers, (iii) inside wiring or Service failure on Customer's side of the Demarcation Point, or (iv) the negligence or willful act of the Customer or a User.
- 2.2.10 Contracts may not be amended, supplemented or changed without the written consent of the Telephone Company.
- 2.2.10 When provided by the Customer or User, CPE is solely the responsibility of the Customer and the Company has no responsibility whatsoever for

the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing such CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's Facilities or Services. The Customer is responsible for ensuring that all such CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any Location where CPE provided by the Customer or User fails to conform to such regulations.

2.2.11 Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer or User-provided terminal equipment or communications systems with Other Providers' Facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such Interconnection. Satisfaction of all legal requirements, any interface equipment or any other Facilities necessary to interconnect the Facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.2.12 The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission.

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:

2.3.1.1 Services and associated products, Facilities, equipment, features and functions will be available in accordance with the Contract, where technically and operationally feasible.

2.3.1.2 The 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 Company) of any Other Provider's Facilities or Services, or any regulation or other directive, action or request of any governmental authority.

- 2.3.1.3 The Telephone Company does not transmit messages but offers the use of its Facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the Customer, 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 Customers because of such errors.
- 2.3.1.4 At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.
- 2.3.1.5 If the installation and maintenance of Service are requested at Locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Telephone Company may refuse to install and maintain such Service, and, if such Service is furnished may require the Customer to install and maintain such Services and may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such Service.
- 2.3.1.5 The Telephone Company will not be responsible if any changes in its Service cause hardware or software not provided by the Telephone Company to become obsolete or to require modification or alternation, or otherwise affect the performance of any such hardware or software.
- 2.3.1.6 The Telephone Company shall use reasonable efforts to make Services available by the estimated Service date. The Telephone Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated Service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-

way approvals, delays in actual construction work being done by the Telephone Company's vendor(s), and any delays due to any Carrier where the Telephone Company is relying upon such Carrier to meet such estimated due date which is beyond the Telephone Company's control.

2.3.1.7 If termination is due to noncompliance by the Telephone Company, the Telephone Company shall reimburse the Customer for any pre-paid, unused monthly Service Charges attributed to such terminated Service. In addition, if termination is due to noncompliance by the Telephone Company within one (1) year of the applicable turn-up (installation) date, the Telephone Company shall waive termination charges up to an amount equal to any one time charge paid by the Customer to the Telephone Company relative to the Services covered by the terminated Service Order and/or Contract.

2.3.2 Service Irregularities

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

2.3.2.2 The Company shall not be liable for any act or omission of any connecting Carrier, underlying Carrier or local Exchange Company except where Company Contracts the other Carrier; for acts or omission of any Other Providers of connections, Facilities, or Service; or for culpable conduct of the Customer or failure of equipment, Facilities or connection provided by the Customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its Facilities or the use

thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with Facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the Services and Facilities provided by the Company.

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

2.3.4 Defacement of Premises

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

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

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

2.3.6 Service at Outdoor Locations

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

2.3.7 Warranties

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

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

2.3.7.3 Disclaimer - The Company will have no liability whatsoever to Customer, its Users, employees, agents, subcontractors, or assignees, or to any other person for (i) any act or omission of any third party furnishing equipment, Facilities or Service to any User in connection with this Tariff or with the Services, (ii) any failure of Customer or User-provided terminal equipment or communications systems, or (iii) any other act or omission of any User or third party related to the use or provision of Services hereunder.

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 Except as caused by its willful misconduct or negligence, the liability of the Company, its officers, directors, employees and agents, with respect to any action, claim, judgment, damages, demand, liability, loss or expense (including without limitation reasonable attorney's fees) brought or incurred by Customer, by any User, or by any other person in connection with the installation,

provision, failure, termination, maintenance, repair or restoration of Service (including without limitation 911-related Services, emergency calls and Service related to errors or omissions in directory listings), will in no event exceed an amount equal to the Service charges incurred by Customer for the period during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as allowances pursuant to Section 2.9 hereof.

- 2.3.8.3 Except as caused by its willful misconduct or negligence, the liability of the Company, its officers, directors, employees and agents, for defacement of or damages to the Premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including without limitation 911-related Services, emergency calls and Service related to errors or omissions in directory listings), and including without limitation the installation or removal of any Facilities, equipment or wiring associated therewith, will in no event exceed an amount equal to the Service charges incurred by Customer for the period during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as allowances pursuant to Section 2.9 hereof. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' Premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- 2.3.8.4 To the extent permitted by any applicable law, the Company's liability for negligence will also be limited to the amounts described in, respectively, Sections 2.3.8.2 and 2.3.8.3 hereof.

2.3.8.5 The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, lost profits, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.3.8.6 Directory Errors and Omissions - The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of one month's basic Service. In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues. The Customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a listing which the Customer has requested to be omitted from the telephone directory or the disclosing of such a listing to any person.

2.3.9 Rights of the Telephone Company

2.3.9.1. The Customer shall be in default in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and the Customer fails to correct each noncompliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other noncompliance:

2.3.9.1.A Customer is more than thirty (30) days past due with respect to any payment;

2.3.9.1.B Customer has failed to comply with the terms of this Tariff, and Contract.

- 2.3.9.1.C Customer files or initiates proceeding or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.
- 2.3.10 If termination is due to noncompliance by the Customer, Customer may be assessed a termination charge. The termination charge shall be equal to fifty percent (50%) of the unpaid balance of the monthly Service Charges that would have been due throughout the remainder of the applicable Service period plus one hundred percent (100%) of (a) the outstanding balance of any and all one-time charges and (b) any and all previously waived one-time charges.
- 2.3.11 No express or implied waiver by the Telephone Company of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including, but, not limited to termination, shall relieve the Customers of its obligation to pay the Telephone Company all amounts due.
- 2.4 Application for Service
- 2.4.1 Minimum Contract Period
- 2.4.1.1 Unless otherwise specified herein or in the Contract, the initial (or minimum) period for Service is one (1) month from the date Service is established and the minimum charge is the established rate for one (1) month. The period of Service will automatically renew for subsequent terms of equal duration, and either the Company or the Customer may elect not to renew the period of Service by written notice to the other no later than thirty (30) days prior to the expiration date of the period of Service;
- 2.4.1.2 The length of period for directory listings where the listings have been published is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers;

- 2.4.1.3 The Telephone Company may require a Service period longer than one (1) month, including, but not limited to, in connection with (nonstandard) types or arrangements of Facilities, or for unusual construction, necessary to meet special demands, and involving extra costs.
- 2.4.1.4 Applications for initial or additional Services may be made verbally to the Telephone Company. Customer shall submit a Service Order as the Company may reasonably require.
- 2.4.1.5 The Company may use past Account information in establishing any advance payment amount that may be required.
- 2.4.1.6 The Telephone Company reserves the right to refuse Service to any applicant pursuant to applicable law, including the Code of Maryland Regulations (COMAR) § 20.45.04.05 and § 20.45.04.06.

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. In the case of special construction, customer will also be liable for Company's reasonably-incurred, actual expenses, associated with such cancellation, not to exceed the special construction assessment provided to customer by Company.

- 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.
 - 2.4.2.2.C Where special construction of Facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed Facilities, no charge applies.
- 2.4.2.3 Customers may cancel without termination fees or penalties any new Service or any new Contract for Service within thirty (30) days after the new Service is initiated. This does not relieve the Customer from payment applicable to the Service incurred before canceling, or for the reasonable cost of work done on the Customer's Premises (such as wiring or equipment installation) before the Customer cancelled.
- 2.4.2.4 Money Back Guarantee
- 2.4.2.4.A Upon Customer dissatisfaction and disconnection of Service, and at the Customer's request, the Telephone Company will provide a refund/credit for any initial standard installation charge and one monthly recurring charge, applicable to Charter Business Services, under the following conditions:
 - 2.4.2.4.A.1 New Charter Business Customers qualify to have all levels of Services refunded for one month's charges.

- 2.4.2.4.A.2 Current Charter Business Customers adding a new level/upgrade of Service qualify to receive a credit for one month's charges on the newly added Services only.
 - 2.4.2.4.A.3 Voice trunk, bulk Accounts, multi-dwelling unit Accounts and national Accounts are not eligible for this offer.
 - 2.4.2.4.A.4 The maximum refund allowable is \$500 per Account.
- 2.4.2.4.B This refund/credit is valid for Customers who pay the first month's charges for the new or upgraded Service and is limited to one refund/credit per Customer Account. The Customer must disconnect the Service and request a refund/credit within 45 days of Service installation.
- 2.4.2.4.C. Taxes, surcharges, and any other fees or charges that may apply will not be credited or refunded. This guarantee does not apply to per unit long distance charges (domestic or International) incurred beyond that provided for in the monthly recurring charge. Services purchased on a pay per use basis (i.e. directory assistance, operator Services, etc.) are not eligible for this program.
- 2.4.3 Services and associated products, Facilities, equipment, features and functions will be available in accordance with the Contract, where technically and operationally feasible.
- 2.4.4 The Telephone Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable Facilities and rights for the construction and maintenance of the necessary Facilities, pole lines, circuits and equipment. The Company may limit communications, refuse to provide Services or discontinue Services when necessary because of (i) the lack of transmission medium, transmission capacity or any other facilities or equipment, (ii) the lack of available Services from or Interconnection with the Services or Facilities of Other Providers, or (iii) any cause beyond the Company's control.

2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.14 of this Tariff.
- 2.5.2 The Customer is responsible for payment of all charges for Service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the Service was used. All fixed monthly and nonrecurring charges for Services ordered will be billed monthly in advance. All calculations of dates set forth in this Section shall be based upon calendar days and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.
- 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.
- The Company may require any Customer to make an advance payment of recurring and/or non-recurring charges (e.g., special construction charges) prior to consumption of Services, also refer to Section 2.6.2.
- 2.5.4 If the Company provides Service under a term plan (1,3,5 years, etc.) and (1) automatically renews the Contract, and (2) imposes a penalty for early cancellation by the Customer, then the Customer shall be notified 60 days in advance of the Customer's current Contract expiration date.
- 2.5.5 If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion. All applicable nonrecurring charges shall apply when Services are restored.

2.6 Customer Deposits

2.6.1 Charter Fiberlink – Maryland II, LLC does not collect Customer deposits.

2.6.2 Advance Payments

2.6.2.1 Customers who are unable to satisfy or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an advance payment. The advance payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes and surcharges. The advance payment will appear as a credit and be applied to the first month bill. After Service has been established, the Customer will be responsible for the payment of all applicable charges to avoid discontinuance of Service.

2.6.2.2 The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment.

2.6.2.3 For Customers required to make an advance payment, the Telephone Company may require proof of positive identification. Failure to provide acceptable forms of identification may result in denial of Service. The Telephone Company will provide a notification and information letter to those Customers required to make an advance payment.

2.7 Late Payment Charges

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

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

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

2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the

total original unpaid charges in compliance with COMAR 20.30.03.01.A(1) and 20.30.03.01B(1).

2.8 Customer Complaints and Billing Disputes

2.8.1 Customers may notify the Carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes. In the case of a billing dispute between the Customer and the Telephone Company that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the Service may be subject to disconnection.

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

Office of External Relations

Maryland Public Service Commission

6 St. Paul Street

Baltimore, MD 21202

410-767-8028 (Office of External Relations)

410-767-8000 (Main PSC number)

1-800-492-0474 (Toll-free PSC number)

Telephone Company Contact: PriorityEscalationTeam@chartercom.com

US Mail: Executive Escalation Manager

2 Digital Place

Simpsonville, SC 29681

2.8.3 The Company provides the following toll free number 1 888 GET CHARTER (888 438-2427) for Customers to contact the Carrier in accordance with COMAR 20.45.04.02.B.

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

2.9 Allowance for Interruptions in Service

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

- 2.9.2 In the event of an Interruption to the Service not caused by (i) Customer, provided systems or CPE, (ii) the connection of Customer-provided systems with the Facilities or Services of Other Providers, (iii) inside wiring or Service failure on Customer's side of the Demarcation Point, or (iv) the negligence or willful act of the Customer or User, an allowance will be made if the Interruption is continuous for more than twenty-four (24) hours from the time it is reported to or detected by the Telephone Company, upon Customer request. The allowance will be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours such Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) Such Interruption is measured from the time the Company detects, or the customer notifies the Company of, its occurrence until such time as the Interruption is cured, rounded to the nearest hour.
- 2.9.3 Notwithstanding the foregoing, the Company, may make scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with this Tariff, the Contract, (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and Facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.
- 2.9.4 In the event the Customer is affected by an Interruption to the Service for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of Interruption.

2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving Service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to

the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes), including, without limitation, applicable state property taxes, attributable to Service. A copy of the Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees or mandated federal and state surcharges.

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance

- 2.12.1 The Telephone Company shall list its Customers with the directory assistance operators to provide the requested telephone numbers of all Customers, except telephone numbers unlisted at the Customer's request.
- 2.12.2 In the event of an error in the listed numbers of any Customer, the Telephone Company shall intercept all calls to the listed number for a reasonable period of time provided the number is not in Service. In such event of an error or omission in the name listing such Customer's correct name and telephone number shall be filed with directory assistance operators. The correct number will be furnished the calling party either upon request or interception.
- 2.12.3 Whenever any Customer's telephone number is changed after a directory is published, the utility shall intercept all calls to the former number for a reasonable period of time and give the calling party the new number provided existing telephone equipment will permit and the Customer so desires.
- 2.12.4 Call completion of a requested directory assistance listed number may be provided to a Customer as part of this Service. A Service message will inform the Customer that he may be connected to the number automatically. The use of call completion to complete a long distance call may incur charges at the current Charter long distance rate. Call completion Service is furnished over the Telephone Company's network, where technically and operationally available.

- 2.12.5 Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.
- 2.12.6 The regulations for directory listings in this Tariff apply only to an alphabetical directory arranged for by the Company containing the regular alphabetical list of names of Customers.
- 2.12.7 The alphabetical list of names of Customers is for the purpose of informing interested parties of the telephone numbers of Customers and special position or arrangement of names is not contemplated.
- 2.12.8 The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 2.12.9 Listings shall conform to the Incumbent Telephone Company's (ILEC's) practices with respect to its directories.
- 2.12.10 Listings are regularly provided in connection with all classes of Exchange Service. Ordinarily, listings are automatically included in the directory. A listing, however, may be omitted upon request of a Customer when, in the judgment of the Telephone Company, the omission of the listing is warranted by the circumstances of the particular case.
- 2.12.11 One listing included with each subscriber's primary line Service, termed the Primary Listing, may be provided in accordance with ILEC's directory practices.
- 2.12.12 One Yellow Page listing included with each Business Customer's primary line Service is provided in accordance with the ILEC's directory practices.
- 2.12.13 Each Customer shall be entitled, without charge, to a directory for the Customer's Local Calling Area within the Telephone Company's Service area.

2.13 Special Customer Arrangements

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

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

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

- 2.14.1.1 Hazardous Condition. For a condition on the Customer's Premises determined by the Company to be hazardous
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's Service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of Service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5. Illegal use of Service. Customer's use of Service or equipment in a manner to violate the law.

2.14.2. Denial of Service Requiring Notice

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

- 2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland

Regulations 20.45.04, or for violation of or non-compliance with the Company's Tariffs on file with the Commission.

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

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

2.14.2.1.D Non-payment of Bill.

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

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

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

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

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

2.14.3. Insufficient Reasons for Denial of Service

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

2.14.3.1.A Failure of a prior Customer to pay for Service at the Premises to be Serviced;

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

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

2.14.3.1.D Failure to pay directory advertising charges;

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

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

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

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

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

(i) In a fictitious name,

(ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,

- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

PROVISION OF SERVICE AND FACILITIES

2.15 Unlawful Use of Service

- 2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish Service to an applicant or shall disconnect the Service without notice of a Customer when:
 - 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the Service is prohibited by law, or
 - 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any Facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in intrastate or foreign commerce in violation of the law.
- 2.15.2 If Service has been physically disconnected by law enforcement officials at the Customer's Premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of Service Charges and other applicable Service Charges, the Company shall promptly restore such Service.
- 2.15.3 Services may be used by Customer and by guests on the Customer's Premises whom Customer permits to use the Service. for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth in this Tariff and in the Contract
- 2.15.4 The Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

- 2.15.5 The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using the Telephone Company's Service. The Customer shall be responsible for payment of all applicable charges for Services provided by the Telephone Company and charged to the Customer's Accounts, even where those calls are originated by fraudulent means either from Customer's Premises or from remote Locations. The Telephone Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone Facilities. This unauthorized use of the Customer's Facilities includes, but is not limited to, the placement of calls from the Customer's Premises, and the placement of calls through Customer-Provided Equipment that are transmitted or carried on the Telephone Company network.
- 2.15.6 The Customer is responsible for any fraudulent or misuse of Service that occurs through Customer's Account whether by a member of Customer's business or an authorized or unauthorized third-party. Misuse of Service could include Private Branch Exchange (PBX) hacking, modem hijacking, excessive usage of International calling, and 411 directory assistance calls and other per-use charges. The Customer is responsible for payment of the fraudulent calls, whether originated from the Customer's Premises or from remote Locations.

2.16 Interference with or Impairment of Service

- 2.16.1 Service shall not be used in any manner that interferes with other persons in the use of their Service, prevents other persons from using their Service, or otherwise impairs the quality of Service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the Service of others.
- 2.16.2 The Company reserves the right (i) to refuse to provide, or discontinue or temporarily suspend Services to or from a location where the necessary Facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to limit or block Services to any User location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services, or use of the Service in violation of the

Contract, or this Tariff, or (b) consumption of Services in excess of the credit limit (if any).

2.16.3 The Company reserves the right to limit or to allocate the use of existing Facilities, or additional Facilities offered by the Company, when necessary because of lack of Facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff. The Company also reserves the right to block International calls when usage surpasses the threshold set by the Company and/or the Account is Delinquent.

2.17 Telephone Solicitation by Use of Recorded Messages

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

2.18 Incomplete Calls

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

2.19 Overcharge/Undercharge

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

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

3 DESCRIPTION OF SERVICES

3.1 Trial Services

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

3.2 Promotional Offerings

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

3.3 Individual Case Basis ("ICB") Offerings

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

3.4 Customized Pricing Arrangements ("CPAs") Offerings

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

3.5 911/E-911 Emergency Services

- 3.5.1 The Telephone Company will supply the 911/E-911 Service provider in the Telephone Company's Service area with information necessary to update the 911/E-911 database at the time Telephone Company accepts Customer orders.

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- 3.5.2 Database records provide Customer-specific information that includes the Customer name and Service address. This information is made available to emergency Service providers in the event that a call is placed to 911 from the End User's telephone.
- 3.5.3 To ensure 911 calls and emergency personnel are properly routed, Telephone Company equipment must not be moved by the Customer or User. Additionally, the Telephone Company recognizes one address for all lines on the same Account and will not be responsible for multiple address location information. Therefore, the Customer and its Users are responsible for directing emergency personnel to the specific location or person requiring emergency assistance and to any other physical location if all telephones are not located at the address on the Account.
- 3.5.4 Where a 911 call is placed by the calling party via Interconnection with an Interexchange Carrier or operator Service provider, the Company cannot guarantee the completion of said call or the quality of said call.
- 3.5.5 The Telephone Company provides Automatic Location information (ALI) to the Public Safety Answering Point (PSAP). For Services ordered by the Customer the Telephone Company will provide this location information for all lines on the same Account. The Telephone Company does not support multiple address locations. The only address sent to 911 operator for all telephone numbers is the Service address listed on the Account. The Customer is responsible for directing any emergency personnel, related to a 911 call, to the correct building, room, location or person in need of emergency assistance.
- 3.5.6 If Customer requires location-specific Automatic Location Information (such as floor and room number within a building) for delivery to the Public Safety Answering Point, or otherwise desires E-911 Service to be provided for multiple User configurations, Customer must implement private Switch/Automatic Locations Identification (PS/ALI). Customer must obtain the software and support that enables PS/ALI from a third-party provider.
- 3.5.7 The Telephone Company will bill the Customer a monthly surcharge, per voice grade equivalent line in order to fund the E-911 system.

3.6 Access to Telecommunications Relay Service

Telecommunications Relay Service (TRS) enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate with the hearing population not using TT. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing or speech-impaired persons who do use a TT. A Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available.

3.7 Operator Services

The Telephone Company furnishes operator assistance to its Customers via a third-party provider in accordance with that provider's Tariff on file with the Public Service Commission. This Service provides Customers with assistance using operators or the automated Interactive Voice System (IVS) whereby Customers may request assistance in dialing a local and Intrastate number, billing a local and Intrastate call to a calling card, a third party number or a collect call. Operator Services also include providing line status verification and busy line interrupt. Collect calls from correctional institutions may not be permitted.

3.8 Local Interconnection Service

3.8.1 Regulations

- 3.8.1.1 Subject to the terms set forth following, the purpose of this Tariff is to provide an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered.
- 3.8.1.2 Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's Service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- 3.8.1.3 Upon receipt of a bona fide request for LIS from a Customer, Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- 3.8.1.4 LIS is available to Customers for resale to retail Subscribers.

- 3.8.1.5 The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol (“VoIP”) Service. In addition, it is the Customer’s sole responsibility to comply with all applicable laws and regulatory requirements.
- 3.8.1.6 LIS does not support “nomadic” VoIP Services. As provided elsewhere in this Tariff, the Customer must provide its Services to Subscribers at a fixed Service address.
- 3.8.1.7 The terms and conditions set forth in this LIS Tariff are in addition to the terms and conditions found in Section proceeding, of this Tariff.
- 3.8.1.8 The charges for LIS may be revised from time-to-time on one month’s notice.
- 3.8.1.9 Charges for Service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company’s income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.

3.8.2 Definitions

For purposes of this Section, the following defined terms shall have the meaning indicated:

- 3.8.2.1 “Customer” means the provider of retail interconnected VoIP Services, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP Service provided by the Customer.

3.8.2.2 "Subscriber" means the interconnected VoIP end-User Customer of the Customer.

3.8.3 Service

3.8.3.1 LIS provides a connection between a Customer's broadband Facilities and the public switched telephone network, and related Services described herein. In order to make use of the Company's LIS, Customer's broadband Facilities must consist of an IP-based, broadband connecting Facility between the Customer and the Premises of each Subscriber that has the ability to use a Cable Modem Termination System (CMTS) employing the network-based call signaling specified by Cable Television Laboratories, Inc.(CableLabs®), a soft Switch, a media gateway, and appropriate Customer Premises Equipment. LIS does not support Customers providing Services to Subscribers that operate using a different format than provided by the Company.

3.8.3.2 The IP-based, broadband connecting Facility between Customer and Subscribers, the CMTS, the soft Switch, the connecting Facilities to the Company's media gateway, and all Customer Premises Equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol. The Customer shall, at its sole cost, be responsible for providing all equipment, software, Facilities and IP connectivity necessary for the Customer to provide interconnected VoIP Services to its Subscribers.

3.8.3.3 LIS is available to Customers where suitable Facilities exist, are technologically available, and are operationally and economically feasible.

3.8.3.4 LIS provides standard 10-digit telephone numbers with associated two-way local Exchange Telecommunications Service to permit Customers to provide local interconnected VoIP Service to Customer's Subscribers. Where available in a Service territory, LIS may also include support for the provision of 911 capability, Telecommunications Relay Services (711), and Directory Listings, Toll Services, operator Services and directory assistance are not included in LIS. LIS does not support calling to 976 or similar Exchanges or to calls to the 900 Service access code.

3.8.4 Use of Service

3.8.4.1 LIS is provided subject to, and in accordance with, the regulations and rates in this Tariff, applicable law, and the Company's agreements with Other Providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") Interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in this LIS Tariff.

3.8.4.1.A Customer shall, at its sole cost, be responsible for providing all equipment, software, Facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP Service to its Subscribers.

3.8.4.1.A.1 The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI)), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability

from the Company to the Customer for such termination.

- 3.8.4.1.A.2 The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").
- 3.8.4.1.A.3 The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
- 3.8.4.1.A.4 Based on the Company Obligations, LIS is limited to Subscribers physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with North American Number Planning Association (NANPA) guidelines associating NPA-NXX codes with particular Exchange Areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-Exchange-like arrangements. Notwithstanding, the Company and the Customer may negotiate and enter into such arrangements on an individual case basis to serve legitimate subscriber requirements.

3.8.4.1.A.5 The Company and the Customer will conduct interoperability testing prior to the Customer implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

3.8.4.2 Customer Compliance

Customer is solely responsible for (i) implementing with Subscribers appropriate terms, conditions, and measures to ensure that all Subscribers comply with the terms and conditions of this LIS Tariff, and (ii) establishing the price plans according to which Subscribers will be billed, including determining and remitting taxes and other charges (i.e. Federal Universal Service Fund Charge) to applicable authorities, billing its Subscribers, and handling all Subscriber disputes. All acts or omissions of a Subscriber shall be attributable to Customer for purposes of this LIS Tariff. The Company will not provide support directly to any Subscriber.

3.8.5 Term and Termination

3.8.5.1 LIS is available for an initial term ("Term") of three years following execution of a separate written agreement between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.

3.8.5.2. In the event of early termination of LIS by the Customer before the expiration of the Term, the Company may assess a Termination Charge equal to 100% of all monthly recurring charges multiplied by the number of months left in the Term. Such early Termination Charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.

3.8.5.3 Discontinuance of Service for Cause

- 3.8.5.3.A The Company will comply with COMAR state regulations regarding discontinuance of service (refer to Section 2.14).
- 3.8.5.3.B Upon the Company's discontinuance of LIS to the Customer under this Section, 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 LIS would have otherwise been provided to the Customer to be immediately due and payable.
- 3.8.5.3.C In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 Service.

3.8.6 Subscriber Orders and Usage Forecasts

- 3.8.6.1 The Customer must submit order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After the Company's acceptance of a market order, the Customer may submit orders to activate Subscribers for use of LIS within such market.
- 3.8.6.2 The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or Local Calling Area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- 3.8.6.3 The Customer may use Other Common Carriers in addition to or in lieu of the Company.

3.8.7 Local Number Portability

3.8.7.1 Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party Telecommunications provider to the Company so that the Customer may provide interconnected VoIP Service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of Customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21.

3.8.7.2 Porting Out. The Company shall honor requests received from third-party providers of telephone Exchange Service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

3.8.8 Directory Listings.

3.8.8.1 The Company will assist Customer in the provision of directory listings to its Subscribers through third-party providers.

3.8.8.2 The Customer shall be responsible for all costs incurred by the Company in the provision of directory listing Services to the Customer's Subscribers, including any charges or liability resulting from the Customer's use of Services provided by a third-party Service provider. Such costs are not included in rates specified in this LIS Tariff.

3.8.8.3 The Company is not liable for damages arising from errors or omissions in the making or printing of directories by any such third-party Service provider, or in accepting listings presented by the Customer.

3.8.9 Emergency 911 Service

- 3.8.9.1 Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- 3.8.9.2 The Customer shall ensure that a Subscriber does not use LIS from a Location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the Incumbent Local Exchange Carrier) associated with such telephone number.
- 3.8.9.3 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a Location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber Location; (iv) during a loss of connectivity to the Subscriber Location due to network outages or other degradations of Service, whether in the Company's network or an interconnecting network; (v) during any period where Service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary Location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- 3.8.9.4 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial Service activation.
- 3.8.9.5 The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 4.1.8.3, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.

3.8.10 Liability

LIMITATION OF LIABILITY - IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE SERVICES.

4 RATES AND CHARGES

4.1 Please refer to the Company's Service and Price Guide.