

Tariff Schedule Applicable to
Facilities-Based Local Exchange
Telecommunications Services Furnished by

LUMOS NETWORKS, LLC (“Lumos Networks”)
Toll-Free No.: 1-800-320-6144

Between Points Within the State of Maryland

Issued: 04/15/13
By:

Effective: 04/30/13
Mary McDermott, Sr. VP – Legal & Regulatory Affairs
One Lumos Plaza
Waynesboro, Virginia 22980

MD10402

TARIFF FORMAT

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

CHECK SHEET

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

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Issued: 04/15/13

Effective: 04/30/13

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58	Original	*	84	Original	*
59	Original	*	85	Original	*
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SECTION 1 - GENERAL, (CONT'D.)**1.1 Explanation of Symbols**

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

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to residential and business and customers.
- 1.2.3 The Company's local exchange service territory is consistent with the areas currently served by Verizon Maryland, Inc.

Issued: 04/15/13

Effective: 04/30/13

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SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions**

- 1.3.1** "Lumos Networks" refers to Lumos Networks, LLC
- 1.3.2** "Carrier," "Company" or "Utility" refers to Lumos Networks, LLC
- 1.3.3** "Commission" means the Maryland Public Service Commission.
- 1.3.4** "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.5** "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.6** "Customer Dialed Calling Card Call" is a service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.
- 1.3.7** "Operator Dialed Surcharge" is a charge applied to calls made when the End User dials "00" only or any valid company operator access code and requests that the operator dial the destination number.
- 1.3.8** "Operator Station Call" is a service whereby the caller places a non-Person-to-person call with the assistance of an operator (live or automated).
- 1.3.9** "Person-to-Person Call" is a service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Issued: 04/15/13

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SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

- 1.3.10** “Residential” customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.11** “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.12** “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.13** “Third Party Billing” is a billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.
- 1.3.14** “Time period” The Company does not rate calls based on time-of-day.

Issued: 04/15/13

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

Lumos Networks provides facilities-based local exchange services to residential and business Customers for communications originating and terminating within the state of Maryland, under the terms of this tariff.

2.2 Obligations of the Customer**2.2.1 The Customer shall be responsible for:**

- .1 The payment of all applicable charges pursuant to this tariff;
- .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.
- .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.
- .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.

Issued: 04/15/13

Effective: 04/30/13

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Obligations of the Customer, (Cont'd.)****2.2.1 The Customer shall be responsible for: (Cont'd.)**

- .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.
- .6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

- .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 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Obligations of the Customer, (Cont'd.)**

- 2.2.3** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4** The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5** Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company**

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

2.3.2 Service Irregularities

- .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 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.3 Claims of Misuse of Service**

- .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 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

- .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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations**

- .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.

Issued: 04/15/13

Effective: 04/30/13

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.6 Service at Outdoor Locations**

- .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

- .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 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

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Application for Service****2.4.1 Minimum Contract Period:**

- .1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- .2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to Customers to the day the succeeding directory is first distributed to Customers.
- .3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

Issued: 04/15/13
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Application for Service, (Cont'd.)

2.4.2 Cancellation of Service

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

Issued: 04/15/13
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Effective: 04/30/13
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment for Service**

- 2.5.1** The Company will bill Customers directly. Service will be billed on a monthly basis and is due and payable upon receipt or as specified on the Customer bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2** The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3** The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charges(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.
- Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.5.4** If the Company provides service under a term plan (1, 2, 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.

Issued: 04/15/13

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Effective: 04/30/13

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Deposits**

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

2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:

- .1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
- .2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
- .3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
- .4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

Issued: 04/15/13

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Deposits, (Cont'd.)**

- 2.6.3** The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.
- 2.6.4** In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- .1 Was a customer of a Maryland utility within the preceding 2 years;
 - .2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - .3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
 - .4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5** Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6** Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Late Payment Charges**

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

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

2.8 Customer Complaints and Billing Disputes

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

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

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

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

2.8.3 The Company provides the following toll free number (1-800-320-6144) 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**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, and billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.9.2 Use of Another Means of Communications.

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

2.10 Taxes and Fees

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

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

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

Issued: 04/15/13

By:

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Effective: 04/30/13

MD10402

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

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

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

2.13 Special Customer Arrangements

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

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

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

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:

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

Issued: 04/15/13

By:

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Effective: 04/30/13

MD10402

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

2.14 Termination of Service, (Cont'd.)

2.14.2 Denial of Service Requiring Notice

- .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:
 - .A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
 - .B Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
 - .C Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.

Issued: 04/15/13
By:

Effective: 04/30/13
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MDI0402

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

2.14 Termination of Service, (Cont'd.)

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

.1 (Cont'd.)

.D Non-payment of Bill

- .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 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.
- .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.

Issued: 04/15/13
By:

Effective: 04/30/13
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MD10402

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

2.14 Termination of Service, (Cont'd.)

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

.1 (Cont'd.)

.D Non-payment of Bill, (Cont'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.

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

.6 Failure to Pay Increased Deposit Required. For failure of the Customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

Issued: 04/15/13

By:

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Effective: 04/30/13

MD10402

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

2.14 Termination of Service, (Cont'd.)

2.14.3 Insufficient Reasons for Denial of Service

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

Issued: 04/15/13
By:

Effective: 04/30/13
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MD10402

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

2.14 Termination of Service, (Cont'd.)

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

.1 (Cont'd.)

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

- .1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
- .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
- .3 Outstanding bill is for service obtained by the Customer by means of an application made:
 - (i) In a fictitious name,
 - (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
 - (iii) In the name of a third party without disclosing that fact or without bona fide authority from the third party, or
 - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

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

Issued: 04/15/13
By:

Effective: 04/30/13
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MD10402

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

- .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 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

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

2.16 Interference with or Impairment of Service

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

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

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

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.

SECTION 3 - DESCRIPTION OF SERVICES**3.1 Trial Services**

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

3.2 Promotional Offerings

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

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.

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES

4.1 Calculation of Rates

4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

4.1.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

Issued: 04/15/13

Effective: 04/30/13

By:

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MDI0402

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Dial-Around Compensation Surcharge for Payphones

4.2.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

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

4.2.2 The Surcharge does not apply to:

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

4.2.3 The Dial Around Compensation Surcharge rate is \$0.24 per call.

Issued: 04/15/13

By:

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Effective: 04/30/13

MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Service Charges and Surcharges**

Service Connection Charges are, one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but not limited to the following:

Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc. for installations, moves, changes, or rearrangements of services and/or equipment.

Subsequent Non-Recurring Charge: A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

Premises Work Charges: Premises Work Charges apply for work done by the Company at the Customer's premises, at the Customer's request. There are two categories of premises work charges, standard and complex. Standard premises work charges apply for material (excluding jack equipment), and time spent by the Company performing standard billable premises work. Complex premises work charges apply for time spent by the Company performing complex billable premises work. Charges for both standard and complex work are incurred on an hourly basis for the first 60 minutes and on a quarterly hour basis thereafter.

4.3.1 General Terms and Conditions

- .1 The Service Connection Charges specified for the connection, move or change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 AM to 5:00 PM. If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges will apply as appropriate.
- .2 Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Service Charges and Surcharges, (Cont'd.)****4.3.2 Service Connection Charges Do Not apply To:**

- .1 A move or a change of telephone services or equipment that is initiated by the Company and / or required for the proper maintenance of service.
- .2 Disconnection and / or removal of equipment listings, network access lines, and Custom Calling service features, provided that no other work subject to premises work charges is performed.
- .3 Changes of telephone numbers for company initiated reasons or service reasons (e.g.: change to Touch-tone service).

4.3.3 Service Connection Charge Applications

Non-recurring charges associated with specific services are identified under each tariff section where the rate is applied.

Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates.

	<u>Business</u>
Service Order Charge, per service order:	\$24.50
To install a network access line, per line:	\$24.50
To change the grade or class of service, per service order:	\$24.50
To change a telephone number, per service order:	\$24.50

4.3.4 Restoral of Service Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service. A charge applies for restoring service for each account. An account may consist of a main telephone exchange line, all trunks of a PBX, or a private line channel or service.

To restore service, per account	\$ 49.50
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 Issued: 04/15/13

By:

 Effective: 04/30/13
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MDI0402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Service Charges and Surcharges, (Cont'd.)****4.3.5 Temporary Suspension of Service**

Upon the request of the Customer and where equipment arrangements permit, service may be temporarily suspended for a period not to exceed nine months. Suspension of service and restoral may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure than no inward or outward service will be available during the period of suspension. The monthly rate for service during the period of the temporary suspension is dependent upon the service plan to which the Customer is subscribed.

4.3.6 Restoration of Service

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

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 NetServe Business Line****4.4.1 General**

NetServe Business Line is provided via one or more channels terminated at the Customer's premises. Each NetServe Business Line channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

NetServe Business Line provides a Business Customer with a connection to the Company's switching network which enables the Customer to:

- A. originate and receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A Customer may subscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXX).

NetServe Business Line service is furnished subject to the availability of facilities.

4.4.2 Rate Structure

NetServe Business Line provides for calling within the local service area on measured or flat rate basis.

Accumulation of local usage time is done on six second increments. At the end of the Customer's billing period, the sum of accumulated seconds is rounded to the next higher minute.

The local service area* for NetServe Business Line Customers is the area within which measured service Customers make calls on a per message, per minute basis and may include one or more exchanges or zones.

Issued: 04/15/13

Effective: 04/30/13

By:

Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 NetServe Business Line, (Cont'd.)****4.4.3 Touch Tone Calling**

Touch tone calling, which is furnished subject to the availability of the central office facilities, allows calls to be originated from instruments equipped for tone-type address signaling over special central office facilities.

Telephones equipped for tone-type calling service can only be associated with, or have access to, lines equipped for this service.

Touch tone calling is furnished with NetServe Business Line.

4.4.4 Line Hunting

Line hunting, which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

Line Hunting is included with NetServe Business Line.

4.4.5 Pay-Per-Call Service Blocking

NetServe Business Line cannot be used to originate calls to Pay-Per-Call services (e.g.: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Agreement.

4.4.6 Exchange Classifications

Business service is provided to each exchange on a measured or flat rate basis and provides for calling within the local calling area and within municipalities as specified in Verizon - Maryland, Inc. Local Exchange Services Tariff No. 202. Exchanges and zones may be found in Verizon's Local Exchange Services Tariff, P.S.C. - MD - No. 202, Section 2.

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 NetServe Business Line, (Cont'd.)****4.4.7 Payment Plans**

The Basic Business payment plan offers the Customer two options for payment.

A. Fixed Monthly Rate Plan

Under this plan the Customer pays a fixed monthly rate for a specified contract term. The Customer may choose a 1, 2, 3 or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

B. Month-to-Month Plan

Under this plan the Customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

4.4.8 Measured Business Exchange Service

Measured service provides for calling within the local calling area and within municipalities on a per minute basis. Monthly rates consist of the appropriate dial tone live rate and local usage charges.

4.4.9 Business Line Value Package

The following features are available to Customers who choose the optional Business Value Line Package with Business Exchange Service:

- Call Forward
- Hunting
- Fixed Call Forwarding Busy
- Fixed Call Forwarding No Answer
- Call Waiting
- Three-way Calling
- Changeable Speed Calling (8)

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 NetServe Business Line, (Cont'd.)****4.4.10 Security Package**

The following features are available to Customers who choose the optional Security Package with NetServe Business Line:

- Ultra Call Forward
- Call Trace
- Priority Call
- Call Block
- Calling Line Identification

4.4.11 NetServe PBX Trunk**.1 Description**

The Basic Business NetServe PBX Trunk, offered on a flat rate basis, provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

NetServe PBX Trunk is furnished subject to the availability of facilities.

4.4.12 Standard Features

Each NetServe PBX Trunk will be provided with the following standard features:

- In, Out, Two-Way
- Trunk Group Hunting

4.4.13 Security Package

The following features are available to Customers who choose the optional Security Package with NetServe PBX Trunk service.

- Ultra Call Forward
- Call Trace
- Priority Call
- Call Block
- Calling Line Identification

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.4 NetServe Business Line, (Cont'd.)

4.4.14 NetServe DID Trunk

.1 Description

The Basic Business NetServe DID Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to receive one call at a time .

NetServe DID Trunk is furnished subject to the availability of facilities.

Issued: 04/15/13
By:

Effective: 04/30/13
Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MDI0402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 NetServe Business Line, (Cont'd.)****4.4.15 Standard Features**

Each NetServe DID Trunk will be provided with the following standard features:

DID
TT, DD, MF signaling
Trunk Group Hunting

4.4.16 DID Telephone Numbers

Groups of 20, 50 or 100.

.1 Description

Netflex T-1 Service With DID ("Netflex"), offered on a measured basis, provides a digital path from a suitably equipped central office to a Customer's digital PBX, allowing access to and from the exchange and toll network via exchange trunk lines, and other network access lines, including DID capability.

A 1.544 Mbps transmission channel providing two-way transmission for a capacity of up to 24 trunk connections connects a Customer's premises with the switched public telephone network.

4.4.17 Netflex PRI

.1 Description

Netflex PRI is a service provided over T-1 line facilities. It enhances the capabilities of a basic digital trunk facility by allowing Customers to control the individual channels of the T1 pipe. Channels of the T1 pipe may be used as 23 voice grade product lines (B channels) plus one active D channel to control multiple 24-channel PRI's, through the use of appropriate premises equipment. Customers can bond multiple channels together to create high bandwidth (384kb/s, 768Kb/s, etc.) dial-up data channels.

Netflex PRI is furnished subject to the availability of facilities.

Issued: 04/15/13

By:

Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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Effective: 04/30/13

MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 NetServe Business Line, (Cont'd.)****4.4.18 Netflex BRI****.1 Description**

Netflex BRI is a stand alone service arrangement which uses ISDN architecture to provide the customer with the capabilities of simultaneous access, transmission and switching of voice, data, and image services. Customers shall configure individual line BRI through the use of one of the following service capabilities: (i) featured voice on the B Channel(s); (ii) circuit switched data on the B Channel(s) at speeds up to 64 kbps per B Channel; (iii) alternating circuit – switched voice and circuit – switched data on the same B Channel; or (iv) D Channel for signaling purposes only.

Netflex BRI is furnished subject to the availability of facilities.

ISDN compatible terminal equipment is required for operation. The customer is responsible to provide, power and set-up such equipment.

Netflex BRI is available only where facilities meet loop qualifications. Pre-qualification will be necessary in the event the customer is not currently subscribed to ISDN service with an alternative carrier, or in the event the customer desires to locate service at another location.

4.4.19 Netflex PRI Hub Service**.1 Description**

Netflex PRI Hub Service provides Information Services Remote Access Providers (ISRAPs) and their end user customers with LATA-wide integrated voice/data communications capability for the transmission of circuit-switched voice and data signals. This service offers single, LATA-wide telephone number connectivity from Company switches on a dial-up basis for the ISRAP's end users with transport to a designated hub interconnection within the LATA. From there, the call continues to the ISRAP's premises location over dedicated high-speed access facilities purchased separately by the ISRAP. The ISRAP must purchase suitable access facilities from its premises location to the Company's designated point of interconnection to handle the call volume in the LATA. This service utilizes strategically located single-number-service hub offices to collect and route traffic using Advanced Intelligent Network (AIN) features to predetermined points of interconnection, from where the traffic is routed to the ISRAP's premises location over dedicated facilities.

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.4 NetServe Business Line, (Cont'd.)

4.4.20 Rates

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
NetServe Business Line						
Measured/Message Monthly Rate	\$12.00	\$15.10	\$14.10	\$13.70	\$13.10	\$12.80
Per Minute Rate		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Per Message Rate		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
Flat Rate	32.50	\$30.50	\$29.50	\$29.00	\$28.00	\$26.50
Hunting		NC	NC	NC	NC	NC
Business Line Value Pkg.	\$9.00	\$7.25	\$7.00	\$6.85	\$6.75	\$6.50
<i>Call Forward</i>						
<i>Hunting</i>						
<i>Fixed Call Forwarding Busy</i>						
<i>Fixed Call Forwarding Don't Answer</i>						
<i>Three-Way Calling</i>						
<i>Call Waiting</i>						
<i>Changeable Speed Calling (8)</i>						
	\$12.00					
Security Package		\$10.10	\$9.85	\$9.75	\$9.60	\$9.50
<i>Calling Line Identification</i>						
<i>Ultra Call Forward</i>						
<i>Call Trace</i>						
<i>Priority Call</i>						
<i>Call Block</i>						

Issued: 04/15/13

Effective: 04/30/13

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.4 NetServe Business Line, (Cont'd.)

4.4.20 Rates, (Cont'd.)

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr	3 Yr.	5 Yr.
NetServe PBX Trunk						
Flat Rate	\$32.50	\$40.50	\$39.50	\$39.00	\$38.00	\$37.00
Touchtone		NC	NC	NC	NC	NC
Security Package						
<i>Calling Line Identification</i>	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
<i>Ultra Call Forward</i>						
<i>Call Trace</i>						
<i>Priority Call</i>						
<i>Call Block</i>						
NetServe DID Trunk						
Standard Measured	\$17.00	\$23.30	\$22.05	\$20.80	\$20.10	\$19.80
DID Group of 20	\$5.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
DID Group of 50	\$5.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
DID Group of 100	\$5.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Netflex T-1 Service With DID						
Flat Rate Service		\$675.00	\$650.00	\$640.00	\$625.00	\$620.00
Measured/Message Monthly Svc		\$400.00	\$390.00	\$385.00	\$375.00	\$370.00
Per Minute Rate		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Per Message Rate		\$0.060	\$0.060	\$0.060	\$0.060	\$0.060
DID Group of 20	\$5.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
DID Group of 50	\$5.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
DID Group of 100	\$5.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.4 NetServe Business Line, (Cont'd.)

4.4.20 Rates, (Cont'd.)

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Netflex PRI						
Flat Rate Service		\$750.00	\$690.00	\$685.00	\$675.00	\$670.00
Measured/Message Monthly Svc		\$500.00	\$450.00	\$435.00	\$425.00	\$420.00
Per Minute Rate		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Per Message Rate		\$0.060	\$0.060	\$0.060	\$0.060	\$0.060
	\$5.00					
DID Group of 20	\$5.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
DID Group of 50	\$5.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
DID Group of 100		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Caller ID		\$90.00	\$85.00	\$83.00	\$80.00	\$78.00
Caller ID w/name		\$135.00	\$130.00	\$125.00	\$120.00	\$115.00
Netflex BRI						
Measured Service		\$35.00	\$32.50	\$32.00	\$31.00	\$30.00
Per Minute Rate		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Per Message Rate		\$0.060	\$0.060	\$0.060	\$0.060	\$0.060
	\$24.50					
Flat Rate Service		\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
	\$500.00					
Netflex PRI Hub Service		\$475.00	\$470.00	\$465.00	\$460.00	\$455.00

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 NetServe Business Line, (Cont'd.)****4.4.21 NetServe Centrex****.1 Description**

NetServe Centrex is a Centrex service that provides the Customer with multiple individual voice upgrade telephone communications channels, each of which can be used to place or receive one call at a time. Custom Exchange Service Station Lines are provided for connection of Centrex-compatible, Customer-provided station sets to the public switched telecommunications network.

NetServe Centrex is furnished subject to the availability of facilities.

4.4.22 General Regulations

.1 NetServe Centrex is provided in combination with other Company-provided services..

.2 Station Line Charges

NetServe Centrex Station Lines are charged on a monthly basis.

.3 Usage Charges

Measured service rates in Section 5 apply.

.4 Service includes Touch Tone capability.

.5 Pay-Per-Call Service Blocking

Basic Exchange Service cannot be used to originate calls to Pay-Per-Call services (e.g.: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Order.

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 NetServe Business Line, (Cont'd.)****4.4.23 System Features****.1 Standard System Features**

The following call processing features are standard in NetServe Centrex and are provided under control of the common equipment of the central office switching system.

Touch Tone: Provides for the origination of calls by means of instruments equipped for tone-type address signaling over special central office facilities.

Full Network Access (Squared System): There is no pre-defined limit on the number of exchange access or intercom calls active at any one time.

Free Calling within Group

Direct Inward Dialing: Arrangement which allows an incoming call to reach a CES station without attendant assistance.

Individual Dialing Plan: Provides the ability to interpret dialed digits according to Customer specific dialing sequences.

Intercom Dialing: Permits the customer to dial an access code to reach another CES station without having to dial 7 digits.

Full Semi, Un-restricted Stations

Fully Restricted: Allows only station-to-station (intercom) calling capabilities.

Semi-Restricted: Allows access to the exchange network only for local calling.

Unrestricted: Allows access to the exchange network, the toll network or any service accessible by dialing.

Access Treatment Screening: Stations can be individually allowed or disallowed access to system features.

Attendant Capabilities: Attendants may be designated to handle incoming, internal, and other call types with various special telephone consoles.

Centralized Attendant Services: For multi-location customers, the attendants can be located in only one location.

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 NetServe Business Line, (Cont'd.)****4.4.23 System Features, (Cont'd.)****.1 Standard System Features, (Cont'd.)**

Flexible Night Service: Provides the ability to forward each listed directory number to a unique customer changeable night directory number.

Call Forward: Allows a station line to have incoming calls forwarded to another line within the system or to telephone numbers outside the system.

Call Forward Busy: Allows for the automatic routing of incoming calls to a preselected station line when the called station line is busy.

Call Forward No Answer: Allows for the automatic routing of incoming calls to a preselected station line when the called telephone does not answer within a predetermined number of rings.

Call Waiting/Cancel Call Waiting: Provides a tone signal to indicate to a user already engaged in a telephone call that a second caller is attempting to dial in. Cancel Call Waiting allows for disabling of Call Waiting for the duration of an outgoing telephone call.

3-Way Conference Calling: Allows the station user to place an existing call on hold and dial the telephone number of a third-party, and then connect all parties.

Speed Dial 8: Allows a user to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 NetServe Business Line, (Cont'd.)****4.4.23 System Features, (Cont'd.)****.2 Centrex Value Package**

Ultra Forward: Combines call forwarding with remote access capability.

System Speed Calling (30): Allows a user to dial a two-digit code to originate a call to any of 30 programmed telephone numbers.

Auto Recall: Automatically redials the last incoming call.

Individual Access Screening: Each station is assigned its own access treatment code for call screening.

Auto Call Back: Allows a Centrex station user who encounters a busy condition when calling another station to be automatically notified (called back) when the station becomes idle.

Caller ID: Provides the station user with the telephone number of the calling party before answering the phone.

Call Trace: Allows the station user to dial a code to automatically request a record of the caller's origination telephone number, the date and time of the call. The information is disclosed only to a law enforcement agency for investigation purposes.

.3 Centrex Premium Bundle

Selective Call Acceptance: Allows the Customer to create a list of telephone numbers from which the Customer is willing to accept calls. List parameter is 31.

Selective Call Rejection: Allows the Customer to create a list of telephone numbers from which the Customer does not wish to receive calls. Calls from telephone numbers on the Customer's list are sent to an announcement that informs the caller that the Customer is not receiving calls at this time. List parameter is 16.

Select Forward: Allows the Customer to create a list of "selected" telephone numbers that the Customer wants to be forwarded to another number. Calls from the telephone numbers on the Customer's list will be forwarded to the number the Customer has designated. List parameter is 16.

Selective Distinctive Ring: Differentiates incoming calls by signaling the Customer with a distinctive ringing pattern.

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.4 NetServe Business Line, (Cont'd.)

4.4.24 Rates

	Non- Recurrin g Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Standard System						
Measured Service	\$23.30	\$23.30	\$23.30	\$22.50	\$21.30	\$20.95
Includes:						
<i>Touch Tone</i>						
<i>Full Network Access</i>						
<i>Free Calling Within Group</i>						
<i>Direct Inward Dialing</i>						
<i>Individual Dialing Plan</i>						
<i>Intercom Dialing</i>						
<i>Full, Semi, Un-Restricted Stations</i>						
<i>Access Treatment Screening</i>						
<i>Attendant Capabilities</i>						
<i>Centralized Attendant Services</i>						
<i>Flexible Night Service</i>						
<i>Call Forward</i>						
<i>Call Forward Busy</i>						
<i>Call Forward No Answer</i>						
<i>Call Waiting/Cancel Call Waiting</i>						
<i>3 Way Conference Calling</i>						
<i>Speed Dial 8</i>						
Per Minute Rate		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Centrex Flat Rate Service	\$31.50	\$41.40	\$30.50	\$30.00	\$29.00	\$28.00

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)
4.4 NetServe Business Line, (Cont'd.)**4.4.24 Rates**

	Non- Recurring Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Centrex Value Package		\$12.50	\$12.20	\$12.00	\$11.95	\$11.60
Includes:						
<i>Ultra Forward</i>						
<i>System Speed Calling (30)</i>						
<i>Auto Recall</i>						
<i>Individual Access Screening</i>						
<i>Auto Call Back</i>						
<i>Caller ID</i>						
<i>Call Trace</i>						
Centrex Premium Bundle		\$16.00	\$15.75	\$15.75	\$15.75	\$15.75
Includes:						
<i>Selective Call Acceptance</i>						
<i>Selective Call Rejection</i>						
<i>Selective Call Forward</i>						
<i>Selective Distinctive Ring</i>						

Issued: 04/15/13

Effective: 04/30/13

By:

Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services****4.5.1 Optional Calling Features**

Optional Calling Features are services offered as additions to regular telephone exchange service.

.1 Feature Descriptions

Call Forward: Allows the Customer to automatically transfer all incoming calls to a telephone number at another local or toll location.

Call Waiting: Permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting and, by operation of the switchhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook, but a three-way conference cannot be established.

Call Waiting ID: Includes all the features of Call Waiting and additionally provides for the display of the second caller's name and telephone number on Caller ID compatible Customer premises equipment.

Three-Way Calling: Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.1 Optional Calling Features, (Cont'd.)****.1 Feature Descriptions, (Cont'd.)**

Speed Dialing 8 Code: Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Auto Redial: Automatically redials a busy number for up to 30 minutes until line is available..

Call Screen: Provides the Customer with the ability to prevent repeated calls from an unwanted caller whose number may or may not be known. In addition, the Customer has the ability to create a list of telephone numbers from which the Customer may not wish to receive calls. Calls from these telephone numbers will be sent an appropriate announcement indicating that the call cannot be completed because the Customer has activated Call Screening.

Anonymous Call Rejection (ACR): Allows a customer to reject calls from callers who are using a blocking option to prevent display of their telephone number. The Customer activates or deactivates ACR by dialing a preassigned code.

Auto Call Back (*69): Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed.

Issued: 04/15/13
By:

Effective: 04/30/13
Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.1 Optional Calling Features, (Cont'd.)****.1 Feature Descriptions, (Cont'd.)**

Caller ID with Name: Displays the name and telephone number of an incoming call on a specially designed telephone or device that the Customer attaches to their existing telephone. Obtaining and maintaining the display device is the responsibility of the Customer.

Distinctive Ring: Allows Customers to designate up to two additional telephone numbers from which incoming calls will have a distinctive ring.

Per-Call Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls. To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Call Trace: Allows a Customer to initiate an automatic trace of the last call received. After receiving the call that is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

Issued: 04/15/13

By:

Effective: 04/30/13
Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.1 Optional Calling Features, (Cont'd.)**

.2 Rates

.A Rates Per Month

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

Optional Calling Feature	Residence	Business
Call Forwarding		\$3.20
Call Waiting		\$3.20
Call Waiting ID		\$3.20
Three Way Calling		\$3.20
Speed Dialing - 8 Codes		\$3.20
Auto Redial		\$3.20
Auto Call Back (*69)		\$7.00
Caller ID with Name		\$7.00
Distinctive Ring		\$5.20

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.1 Optional Calling Features, (Cont'd.)**

.2 Rates, (Cont'd.)

.B Rates Per Use

The following features are offered on a per use basis.

Optional Calling Feature	Residence	Business
Auto Call Back (*69)		\$0.75
Auto Redial		\$0.75
Call Trace		\$1.00
Per Call Blocking		NC

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.2 Directory Assistance Services****.1 Local Directory Assistance****A. General**

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges.

B. Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- (1) Residential customers shall receive six (6) free directory assistance calls, per telephone line per month with two requests per call.
- (2) Charges will not apply for calls placed from hospital services or from business or residence main telephone exchange line registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

Issued: 04/15/13
By:

Effective: 04/30/13
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.5 Supplementary Services, (Cont'd.)

4.5.2 Directory Assistance Services, (Cont'd.)

.1 Local Directory Assistance, (Cont'd.)

C. Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

	Residence	Business
Local and intraLATA Toll, Per Call:	\$0.25	\$0.40

Issued: 04/15/13
By:

Effective: 04/30/13
Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.2 Directory Assistance Services, (Cont'd.)****.2 Call Completion**

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

There are no allowances for Directory Assistance Call Completion, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances and exemptions as stated in Section 4.5.2.1.B of this tariff.

The rates set forth below for Directory Assistance Call Completion are in addition to the Directory Assistance rate, as well as the local or toll usage, if applicable.

Local and intraLATA Toll, Per Call Completed: \$0.30

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.2 Directory Assistance Services, (Cont'd.)****.3 National Directory Assistance**

National 411 Service provides Customers with the listing of individuals or businesses located outside the Customer's local service area or NPA, but within the United States. Requests for listing that are within the local service area or NPA are provided and billed pursuant to Basic Directory Assistance Service in this tariff. National 411 is subject to the availability of facilities.

The rates specified below will apply for all National 411 requests, including requests for listing that are nonpublished, nonlisted or not found.

A maximum of two requests for listings will be allowed per call.

For residential services where National 411 (N411) Services is offered, the call allowance, specified in Section 4.5.2..1.B of this tariff is applicable to any combination of Directory Assistance and N411 listing requests within the state of Maryland.

Charges for N411 Services are not applicable to calls from telephones where the Customer or, in the case of residence service, where the Customer or a member of the Customer's household has been affirmed as being unable to use a directory because of a visual or physical disability.

	Residence	Business
Direct Dialed:	\$0.95	\$0.95

 Issued: 04/15/13

By:

 Effective: 04/30/13
 Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MDI0402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.3 Operator Service****.1 General**

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

Customer Dialed Calling/Credit Card Call: This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

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

Operator Station: These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

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

Issued: 04/15/13
By:

Effective: 04/30/13
Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.3 Operator Service, (Cont'd.)****.2 Local and IntraLATA Rates****.A Usage Charges**

Usage charges will be billed at the rate in effect for the presubscribed service plan purchased by the Customer.

.B Per Call Service Charges

Customer Dialed/Automated:	\$1.75
Customer Dialed Calling Card Station:	\$5.50

	Automated	Operator Assisted
Collect	\$1.55	\$1.85
Third Party Billed	\$1.55	\$1.85
Person-to-Person	\$3.00	\$3.00

Issued: 04/15/13
By:

Effective: 04/30/13
Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.4 Busy Line Verification and Interrupt Service****.1 Description**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption. Verification and emergency interrupt service is offered where facilities permit.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt is furnished where and to the extent that facilities permit. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

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

.2 Rates

	Residence	Business
Busy Line Verification, per request	\$0.90	\$0.90
Emergency Interruption, per request	\$1.40	\$1.40

Issued: 04/15/13

Effective: 04/30/13

By:

Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.5 Directory Listing Service**

- .1 General Terms and Conditions
 - .A The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
 - .B The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
 - .C The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

Issued: 04/15/13
By:Effective: 04/30/13
Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.5 Directory Listing Service, (Cont'd.)**

- .1 General Terms and Conditions, (Cont'd.)
 - .D Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
 - .E In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
 - .F Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
 - .G Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
 - .H A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
 - .I Listing services are available with all classes of main telephone exchange service.

Issued: 04/15/13
By:

Effective: 04/30/13
Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.5 Directory Listing Service, (Cont'd.)**

.2 With respect to errors or omissions in Directory Listings:

- A. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- B. In conjunction with a nonpublished telephone number, as described in Paragraph 4.5.2.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- C. When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 or E911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

Issued: 04/15/13
By:

Effective: 04/30/13
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MDI0402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.5 Directory Listing Service, (Cont'd.)****.3 Listings****.A Primary Listing**

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

.B Additional Listings

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the Customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the Customer, with a minimum service period of one month.

.C Foreign Listing

Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.5 Directory Listing Service, (Cont'd.)****.3 Listings, (Cont'd.)****.D Nonpublished Service**

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

Issued: 04/15/13
By:

Effective: 04/30/13
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Supplementary Services, (Cont'd.)****4.5.5 Directory Listing Service, (Cont'd.)****.3 Listings, (Cont'd.)****.E Nondirectory Listed Service**

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

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

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

Issued: 04/15/13
By:

Effective: 04/30/13
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MD10402

SECTION 4 - RATES AND CHARGES, (CONT'D.)
4.5 Supplementary Services, (Cont'd.)**4.5.5 Directory Listing Service, (Cont'd.)**

.4 Monthly Rates

	Residence	Business
Primary Listings	NC	NC
Additional Listings, per listing	\$1.05	\$1.05
Non-Listed Service, per line	\$1.10	\$1.10
Non Published Service, per account	\$1.45	\$1.45
Foreign Listing	\$1.05	\$1.05

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION**5.1 General**

IntraLATA toll presubscription is a procedure whereby an end user or Pay Telephone Service Provider may select and designate an IntraLATA Toll Provider (“ITP”) to access IntraLATA toll calls without dialing an access code. The end user or Pay Telephone Service Provider may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user or Pay Telephone Service Provider preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user of Pay Telephone Service Provider selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier’s other service(s).

An ITP must use Feature Group D (“FGD”) Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent (“LOI”) to the Telephone Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in Section 5.2.

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.2 Presubscription Charge Application****5.2.1 90-Day Initial Free Presubscription choice for Existing Users**

Existing end users or Pay Telephone Service Providers may exercise an initial free presubscription choice, either by contacting the Telephone Company, or by contacting the ITP directly. The initial free choice must be made within ninety days following implementation of IntraLATA toll presubscription. End user or Pay Telephone Service Provider choices that constitute exercising the free choices are:

Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.

Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.

Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.2 Presubscription Charge Application, (Cont'd.)****5.2.2 Initial Free Presubscription Choice for New Users**

New end users (including an existing customer who orders an additional line) or Pay Telephone Service Providers who subscribe to service after the presubscription implementation date will be asked to select a primary ITP when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users or Pay Telephone Service Providers is the period within thirty days of installation of the new service.

Initial free selection available to new end user or Pay Telephone Service Providers are:

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

5.2.3 Charge for IntraLATA Toll Presubscription

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

Issued: 04/15/13
By:

Effective: 04/30/13
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MD10402

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.2 Presubscription Charge Application, (Cont'd.)****5.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP**

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users or Pay Telephone Service Providers who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users or Pay Telephone Service Providers that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy
("Anti-Slamming Measure")****5.3.1** When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.3 End User/Pay Telephone Service Provider Charge Discrepancy
("Anti-Slamming Measure"), (Cont'd.)****5.3.2 Verification of Orders for Telemarketing**

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

- .1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
 - A. The customer's billing name and address and each telephone number to be covered by the PIC change order;
 - B. The decision to change the PIC to the ITP; and
 - C. The customer's understanding of the PIC change fee; or
- .2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or
- .3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

Issued: 04/15/13
By:

Effective: 04/30/13
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MD10402

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.3 End User/Pay Telephone Service Provider Charge Discrepancy
("Anti-Slamming Measure"), (Cont'd.)**

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

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

5.4 PIC Switchback Options**5.4.1 Customer denies requesting change of ITP**

When the Telephone Company is contacted by an end user who denies requesting a change in ITP primary IC, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge.

The ITP is in no way relieved of the FCC requirements for:

- .1 Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- .2 Instituting steps to obtain verification of orders submitted to the Company. In addition, the end user has the option of initiating a complaint to the FCC or the Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Maryland Public Service Commission, 16th Floor, 6 St. Paul Street, Baltimore, MD 21202, or by calling toll free on 1-800-492-0474 or by calling the office of External Relations on 410-767-8028.

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.4 PIC Switchback Options, (Cont'd.)****5.4.2 Customer requests Switchback to Previous ITP PIC**

When the Telephone Company is notified via a call from the Customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Telephone Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 5.7.2.

Issued: 04/15/13

By:

Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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Waynesboro, Virginia 22980

Effective: 04/30/13

MD10402

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.5 IntraLATA Preferred Carrier Freeze Selection**

The Company will offer a preferred carrier freeze option to all Customers on a nondiscriminatory basis regardless of the Customer's carrier selection at \$5.00 to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end users request a change in carrier.

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

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

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

Marketing of PIC Freeze Option

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

Issued: 04/15/13

Effective: 04/30/13

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MD10402

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**5.6 Informational Notice to Customers**

The Company will provide written notification to Customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service. Notification will not contain information on PIC-freeze service.

5.7 Rates and Charges

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

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402

SECTION 6 - TOLL SERVICES

6.1 General

Rates and regulations for the Company's Toll Services may be found in the Company's Maryland PSC Tariff No. 1.

Issued: 04/15/13
By:

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Effective: 04/30/13

MD10402

SECTION 7 - ACCESS SERVICES

7.1 General

Rates and regulations for the Company's Access Services may be found in the Company's Maryland PSC MD Tariff No. 3.

Issued: 04/15/13
By:

Mary McDermott, Sr. VP - Legal & Regulatory Affairs
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Effective: 04/30/13

MD10402

SECTION 8 - SPECIAL ARRANGEMENTS

[Reserved for Future use]

Issued: 04/15/13
By:

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Effective: 04/30/13

MD10402

SECTION 9 - PROMOTIONAL OFFERINGS

9.1 Promotional Offerings

[Reserved for Future Use]

Issued: 04/15/13

Effective: 04/30/13

By:

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MD10402