

Tariff Schedule Applicable to  
Facilities-based and Resold Local Exchange  
&  
Interexchange Services  
Telecommunications Services Furnished by  
Talkie Communications, INC.  
Between Points Within the State of Maryland

Issued: June 05, 2018

By: Andrew DeMattia  
Talkie Communications, INC.  
141 Grays Pond Ln  
Centreville MD 21617

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> 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

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Sheets 1 through 53 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

| Page | Number of Revision | Page | Number of Revision |
|------|--------------------|------|--------------------|
| 1    | Original           | 33   | Original           |
| 2    | Original           | 34   | Original           |
| 3    | Original           | 35   | Original           |
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| 23   | Original           | 55   | Original           |
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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

## SECTION 1- GENERAL

### 1.2 Application of the Tariff

1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.

1.2.2 The Company's services are available to business customers.

1.2.3 The Company's service territory is consistent with Verizon Maryland Inc.'s tariff.

### 1.3 Definitions

"Access Coordination" provides for the design, ordering, installation, coordination, preservice testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

"Administrative Change" is a change in Customer billing address or contact name.

"Alternate Access" is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

"Application for Service" is a standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

"ASR" (Access Service Request) means an order placed with a Local Access Provider for Local Access.

"Authorized User" is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.



SECTION 1-GENERAL (Cont'd)

"Bandwidth" is the total frequency band, in hertz, allocated for a channel.

"Bill Date" is the date on which billing information is compiled and sent to the Customer.

"Call" is a completed connection between the Calling and Called Stations.

"Called Station" is the telephone number called.

"Calling Station" is the telephone number from which a Call originates.

"Cancellation of Order" is a Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

"Carrier," "Company" or "Utility" refers to Talkie Communications, INC.

"Channel or Circuit" is a dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

"Commission" means the Maryland Public Service Commission.

"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.

"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.

"Customer Premises/Customer's Premises" are locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

SECTION 1-GENERAL (Cont'd)

"DCS" means Digital Cross-Connect System.

"Dedicated Access/Special Access" is the Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

1 "DS-0" means Digital Signal Level 0 Service and is a 64 Kbps signal.

"DS-1" means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

"DS-0 with VF Local Access" facilities provide for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

"DS-0 Service with DDS Access" facilities provide for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

"Due Date" is the date on which payment is due.

1.3.26 "Expedite" is processing a Service order initiated at the request of the Customer in a time period shorter than the Company's standard Service interval.

"FCC" is the Federal Communications Commission.

"Individual Case Basis (ICB)" determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

"Installation" is the connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

"Interexchange Service" means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

SECTION 1-GENERAL (Cont'd)

"Interruption" shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

"Kbps" is the abbreviation for Kilobits per second.

"LATA (Local Access Transport Area)" is a geographical area established for the provision and administration of communications Service of a local exchange company.

"Local Access" means the Service between a Customer Premises and a Company designated Point-of-Presence.

"Local Access Provider" means an entity providing Local Access.

1.3.36 "Local Exchange Carrier (LEC)" is the local telephone utility that provides telephone exchange services.

"Mbps" is the abbreviation for Megabits per second.

"Multiplexing" is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

"N/A" is the abbreviation for Not available.

"N/C" is the abbreviation for No charge.

"Nonrecurring Charges" are one-time charges.

"Payment Method" is the manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

"Physical Change" is the modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or re-termination.

SECTION 1-GENERAL (Cont'd)

"Point-of-Presence (POP)" is a Company-designated location where a facility is maintained for the purpose of providing access to its Service.

"Primary Route" is the route, which in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

"Private Line" is a dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

"Private Line Service" is a dedicated full-time transmission Service utilizing dedicated access arrangements.

"Rate Center" is a specified geographical location used for determining mileage measurements.

"Requested Service Date" is the date requested by the Customer for commencement of Service and agreed to by the Company

"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 nonresidential customers.

"Restore" is to make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

"Route Diversity" is two channels, which are furnished partially or entirely over two physically, separate routes.

"Service" means any telecommunications service(s) provided by the Carrier under this tariff.

"Service Commitment Period" is the term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

## SECTION 1-GENERAL (Cont'd)

"Special Promotional Offerings, special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

"Start of Service Date" is the Requested Service Date or the date Service first is made available by the Company whichever is later.

"Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariff" is the current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

"Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

| Rate Period    | From          | to, but<br>not<br>Including, | Days                |
|----------------|---------------|------------------------------|---------------------|
| Weekdays       | 8:00<br>a.m.  | 5:00 p.m.                    | Monday-<br>Friday   |
| Evenings       | 5:00<br>p.m.  | 11:00<br>p.m.                | Monday-<br>Friday   |
|                | 5:00<br>p.m.  | 11:00<br>p.m.                | Sunday              |
| Night/Weekends | 11:00<br>p.m. | 8:00 a.m.                    | Monday-<br>Sunday   |
|                | 8:00<br>a.m.  | 5:00 p.m.                    | Saturday-<br>Sunday |
|                | 5:00<br>p.m.  | 11:00<br>p.m.                | Saturday            |

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**SECTION 1 - GENERAL (Cont'd)**

The Company charges weekend rates on the following Federal holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

"Transmission Speed" or rate, in bits per seconds (bps).

"Twelve O'clock" in designated time, 12:00 a.m. refers to 12:00 Midnight and 12:00 p.m. refers to 12:00 Noon.

"Two-Way Conversation" is a telephone conversation between or among two or more parties.

"VF" is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band.

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## 2 -RULES AND REGULATIONS

### 2.1 Undertaking of the Company

Company will offer local exchange and interexchange service to business subscribers. Service may be provided via the Company's facilities, resold facilities or a combination thereof.

### 2.2 Obligations of the Customer

#### 2.2.1 The customer shall be responsible for:

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

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

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

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

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

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## 2 -RULES AND REGULATIONS (Cont'd)

### 2.2 Obligations of the Customer (Cont'd)

2.2.1 The customer shall be responsible for:

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

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

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is

## 2 -RULES AND REGULATIONS (Cont'd)



2.2 Obligations of the Customer (Cont'd)

complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

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

2.3.2 Service Irregularities

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

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

2 -RULES AND REGULATIONS (Cont'd)

### 2.3.3 Claims of Misuse of Service

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

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

### 2.3.4 Defacement of Premises

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

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

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

2 -RULES AND REGULATIONS (Cont'd)

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2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations (Cont'd)

any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

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

2.3.7 Warranties

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

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

2.3.8 Limitation of Liability

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

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## 2 -RULES AND REGULATIONS (Cont'd)

### 2.4 Application for Service

#### 2.4.1 Minimum Contract Period

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

2.4.1.2 Except as provided in 2.4.1.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

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

#### 2.4.2 Cancellation of Service

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

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

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

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## 2 -RULES AND REGULATIONS (Cont'd)

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

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

### 2.5 Payment for Service

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

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

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

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

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

2 -RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 ACCESS ONE, INC. does not collect customer deposits.

2.7 Late Payment Charges

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

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

2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.

2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1) and 20.30.03.01B (1).

2.8 Customer Complaints and Billing Disputes

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

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

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

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

2 -RULES AND REGULATIONS (Cont'd)

2.8.3 The Company provides the following toll free number (800) 399-3493 for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

2.9 Allowance for Interruptions in Service

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

2.10 Taxes and Fees

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

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

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

2.11 Returned Check Charge

The charge for a returned check is \$35.00.

2.12 Directory Assistance Call Allowance

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

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## 2 -RULES AND REGULATIONS (Cont'd)

### 2.13 Special Customer Arrangements

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

### 2.14 Termination of Service

#### 2.14.1 Denial of Service Without Notice

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

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

#### 2.14.2 Denial of Service Requiring Notice

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

## 2 -RULES AND REGULATIONS (Cont'd)



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2.14.2 Denial of Service Requiring Notice (Cont'd)

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

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

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

2.14.2.J.D Non-payment of Bill.

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

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

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

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## 2 -RULES AND REGULATIONS (Cont'd)

### 2.14.2 Denial of Service Requiring Notice (Cont'd)

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

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

### 2.14.3. Insufficient Reasons for Denial of Service

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

2.14.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;

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

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

2.14.3.1.D Failure to pay directory advertising charges;

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

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

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

**2 - RULES AND REGULATIONS (Cont'd)**

2.I4.3. Insufficient Reasons for Denial of Service (Cont'd)

2. I 4.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.I4.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:

(i) In a fictitious name,

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

(iii) In the name of a third party without disclosing that fact or without bonfire authority from the third party, or

(iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.I4.3.2 This regulation applies to both residential and nonresidential classes of service.

2.I5 Unlawful Use of Service

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

2.I5.I.I 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

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## 2 -RULES AND REGULATIONS (Cont'd)

### 2.15 Unlawful Use of Service (Cont'd)

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

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

### 2.16 interference with or Impairment of Service

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

### 2.17 Telephone Solicitation by Use of Recorded Messages

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

**2 - RULES AND REGULATIONS (Cont'd)**

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

3.2 Promotional Offerings

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

3.3 Individual Case Basis ("ICB") Offerings

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

3.4 Customized Pricing Arrangement ("CPAs") Offerings

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

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.5 Timing of Calls

3.5.1 Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.5.2 Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

3.6 Minimum Call Completion Rate

3.6.1 A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

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## 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.

### 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 \$0.25 per call.



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**SECTION 4 - RATES AND CHARGES (Cont'd)**

## 4.3 Special Promotional Offering

4.3.1 The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.4 Emergency Calls

4.4.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.5 Rates Applicable for Hearing/Speech Impaired Persons

4.5.1 A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive upon request credit on charges for all intrastate-interLAT A toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be 50% of the billed charges.

## SECTION 5 - INTEREXCHANGE RATES AND CHARGES

5.1 INTRASTATE SWITCHED TELECOMMUNICATIONS RATES

Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State. Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

Rate per billing increment: \$0.0057

5.2 INTRASTATE DEDICATED TELECOMMUNICATIONS RATES

Intrastate Dedicated Service consists of the furnishing of intrastate telecommunications service to or from a specific location featuring the use of dedicated special access type connection(s). Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

Rate per billing increment: \$0.0029

5.3 CALLING CARD RATES

Calling Card Service allows Customers to have a call billed to a specific calling card rather than to the phone line from which the call is originated. Calling Card Service is provided only where facilities and billing capabilities permit. Calls are billed in one minute increments. Billing will be rounded to the nearest penny for each call. This service includes a conference calling feature which provides telephone line connections that allow communications between two or as many as 47 persons during a telephone call.

Rate per minute: \$0.22  
 Operator assistance surcharge per call: \$0.75  
 Dialing instructions through operator per call: \$0.75  
 Conference calling per minute: \$0.40  
 Operator assistance surcharge during conference call per call: \$1.50  
 Directory assistance per call: \$1.25

## SECTION 5 - INTEREXCHANGE RATES AND CHARGES (Cont'd)

5.4 DIRECTORY ASSISTANCE RATES

Directory Assistance Service is available to Customers who dial 1+ (NPA) + 555-1212 from lines presubscribed to Carrier. Directory Assistance service is provided only where facilities and billing capabilities permit. Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s).

Rate per directory assistance call: \$1.55

5.5 TOLL FREE RATES

Toll Free Service is a usage-based service where calls are dialed with a specific prefix (800 or 888) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of Carrier network arising from calls placed to the Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

Switched access rate per billing increment \$0.0057  
Dedicated access rate per billing increment \$0.0029

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**SECTION 6-CONNECTION CHARGES****6.1 CONNECTION CHARGES****6.1.1 General**

Connection Charges are nonrecurring charges which may apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with the service to which they apply or are provided in this Section.

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The Customer may be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a service to existing equipment and/ or service at one location.

Change: The change, including rearrangement or reclassification, of existing service at the same location.

**6.1.2 Exceptions to the Connection Charge**

- a) The Company may from time to time waive or reduce the connection charges as part of a promotion or trial.

**6.2 RESTORAL CHARGE**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment pursuant to this tariff but before cancellation of the service.

Restoral Charge: \$187.50

## SECTION 6 - CONNECTION CHARGES (Cont'd)

6.3 CHARGES ASSOCIATED WITH PREMISES VISIT

## 6.3.1 Premises Visit and Trouble Isolation Charge

Premises Visit charges apply when the installation of network access facilities requires a visit to the Customer's premises. In addition, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

|  | Per Visit Charge Per |
|--|----------------------|
| Premises Visit:  |                      |
| - Initial 15 Minutes<br>(or any portion thereof)         | \$251.25             |
| - Each Additional 15 Minutes<br>(or any portion thereof) | \$31.25              |

6.4 RATES AND CHARGES

## 6.4.1 Application of Service Charges

Charges are applicable when the Company receives or processes requests for service.

## a) Service Connection Charge

A Service Connection Charge applies for the connection of each exchange line, Private Branch Exchange (PBX) trunk, and Direct or Remote Access Line connected to an Intermediary Switching Arrangement. Service Connection Charges also apply to the relocation of existing service to a different premises or building.

## b) Miscellaneous Service Charge applies for:

- 1) Each port rearrangement for Central Office Local Area Network Service. Each existing line for which a Billing Agency Code is established or changed.

SECTION 6-CONNECTION CHARGES (Cont'd)

6.4 RATES AND CHARGES (cont'd)

6.4.1 Application of Service Charge (cont'd)

c) Customer-initiated Order Charge

When no other Service Charge is applicable, a Customer-initiated Order Charge applies per Customer order for:

- The change of exchange line telephone numbers
- The restoral of service suspended at the request of a Customer
- The establishment of a special Calling Card billing number
- The change to a non-listed or Non-Published Telephone Service
- The establishment of or changes associated with Fixed Call Forwarding or for activation of a message waiting indicator.
- The establishment or change of Remote Call Forwarding
- The establishment of Three-Way Call Transfer
- The subsequent ordering of blocking of Special Connection Request Service
- The rearrangement of ports in connection with Central Office Local Area Network Service
- The Customer requested data base changes associated with Central Office Local Area Network Service
- The establishment of Line Side Answer Supervision

d) Change of Class or Grade of Service Charge

A change of Class or Grade of Service Charge applies for changes in class or grade of service.

Service Charges are in addition to all other rates and charges that may be applicable for service. Service Charges do not apply to:

- a) Visits to a Customer's premises solely for the purpose of repair, maintenance or full or partial disconnection of Company provided service and equipment and no other chargeable activity is required, excluding premises wiring.

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**SECTION 6 - CONNECTION CHARGES (Cont'd)****6.4.1 Application of Service Charge (cont'd)**

- b) Changes in the class or grade of service necessitated by a change in central office operation, including concurrent moves or changes necessitated by the change.
- c) Customer orders when one Customer accepts service and equipment from another Customer without lapse in the rendition of service, and no other work is required.
- d) A change in telephone number when initiated by the Company.
- e) Non-listed or Nonpublished Telephone Service furnished to a Customer for short periods of time, usually one day, in connection with local and long distance message broadcasts of sporting events, conventions or other special events.
- f) Non-listed or Nonpublished Telephone Service furnished to a Customer with other listed, non-listed or nonpublished service in the same directory area.
- g) Restricting a line from access to the usage capability of Custom Calling Services features that provide a per-use option.

**6.4.2 Reserved for Future Use****6.4.3 Network Switched Services**

Connection charges may apply when a Customer requests connection to one or more Network Switched Services as provided in Section 7 of this tariff. Orders for services for the same Customer account made at the same time for the same premises will be considered one request.

Charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

**6.4.4 Presubscription-2 (PIC)**

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The Customer will incur a charge as provided below each time there is a change in the long-distance carrier associated with the Customer's intraLATA or

## SECTION 6-CONNECTION CHARGES (Cont'd)

## 6.4.4 Presubscription-2 (PIC) (Cont'd)

interLATA service after the initial installation of service. For example, if a Customer changes both its interLATA and intraLATA carriers simultaneously, a total of two (2) separate charges will apply (one for the interLATA change and one for the intraLATA change).

Non-recurring

|                                |         |
|--------------------------------|---------|
| Each Carrier Change (Per Line) | \$22.50 |
|--------------------------------|---------|



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## SECTION 7 - NETWORK SWITCHED SERVICES

### 7.1 GENERAL

Network Switched Services provide a Customer with a connection to the Company's switching network which enables the Customer to:

- a) 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 8XX NPA; and access 911 service for emergency calling; and
- d) access the services of providers of interexchange services. A Customer may presubscribe 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 (101XXXX).

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Network Switched Service 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.

Connection charges as described in Section 4 of this tariff apply to all services on a one-time basis unless waived pursuant to this tariff or a promotional or trial offering.

### 7.2 SERVICE DESCRIPTIONS AND RATES

The following Access Service Options are offered:

DID Service  
Local Digital PBX Trunk Service  
Local ISDN PRI Service

Basic Local Line Service, Multi-Line Service, Local Analog PBX Trunk Service are offered with message rate local service.

All Network Switched Service may be connected to Customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines.

## SECTION 7 - NETWORK SWITCHED SERVICES (Cont'd)

## 7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

## 7.2.1 1 Optional Direct Inward Dial (DID) Service Option

The DID Service Option may be purchased in conjunction with the Company's Analog Trunk Services or Digital Trunk Services. The DID Service Option transmits the dialed digits for all incoming calls thereby allowing the Customer's PBX system to route incoming calls directly to individual stations by Customer-assigned DID telephone number. Charges for the DID Service Option and blocks of telephone numbers apply in addition to the rates and charges associated with the Company's Analog Trunk Services or Digital Trunk Services. One DID Service Option charge applies for each DID equipped Analog Trunk Service or Digital Trunk Service. The Customer must purchase at least one block of DID telephone numbers for each trunk or trunk group Hunting Arrangement or DID-equipped channel or channel group Hunting Arrangement.

## 1) Recurring and Nonrecurring Charges

Charges are in addition to Local Trunk services as described within this tariff. Additional nonrecurring charges may apply as described within this tariff.

|  | Monthly<br>Recurring | Non-Recurring<br><u>Installation Charge</u> |
|--|----------------------|---|
| DID Trunk Termination                              | \$24.50              | \$108.00                                    |
| First 20 DID Numbers<br>(or any fraction thereof)  | \$29.62              | \$850.00                                    |
| Additional 20 Numbers<br>(or any fraction thereof) | \$29.62              | \$23.65                                     |

## SECTION 7 - NETWORK SWITCHED SERVICES

## 7.2.2 Local Digital PBX Trunk Service

## 1) Description

Local Digital PBX Trunk Service provides a Customer with connection to the Company switch via a OS 1 digital local loop connection operating at 1.544 Mbps and time division multiplexed into 24 digital communications channels. Digital PBX Trunks are provided for connection of Customer-provided digital PBX equipment. Each Digital PBX Trunk has the following characteristics:

|                       |  |
|-----------------------|--|
| Terminal Interface:   | DSX-1 panel  |
| Signaling Type:       | Ground, E& M I, II, III  |
| Start Dial Indicator: | Immediate Wink, Delay Dial, Dial Tone                              |
| Pulse Type:           | Dual Tone Multi-Frequency (DTMF)                                   |
| Directionality:       | In-Coming, Out-Going Only or Two Way, as specified by the Customer |

## 2) General

Service to points within the local calling area is included in the charge for Local Digital PBX Trunk Service. Charges based on time periods and calendar days are provided herein. Nonrecurring connection and Service Order charges apply as described herein.

Optional Feature(s) -DID Service capability as described herein is available. Clear Channel capability as described in within this tariff is available. Applicable nonrecurring charges apply as described within this tariff.

## 3) Recurring and Nonrecurring Charges

Connection charges are applicable within this tariff. Charges for each Local Digital PBX Trunk include a monthly recurring service charge for the local T1 loop, channel termination charges, and line termination charge.

Where appropriate facilities do not exist, Special Construction charges will also apply, as described within this tariff.

**SECTION 7 - NETWORK SWITCHED SERVICES (Cont'd)**

## 7.2.2 Local Digital PBX Trunk Service (Cont'd)

|   | Monthly<br>Recurring | Non-Recurring<br>Installation Charge |
|---|----------------------|--------------------------------------|
| Digital Local Loop/ T-1 (D. T. l. only)               | \$750.00             | \$500.00                             |
| Channel Activation (DID, DOD, two-way)<br>Per Trunk   | \$35.00              | \$188.00                             |
| Each additional channel activated at the<br>same time | \$35.00              | \$188.00                             |

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By: Andrew DeMattia  
Talkie Communications, Inc.  
141 Grays Pond Ln  
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## SECTION 7 - NETWORK SWITCHED SERVICES (Cont'd)

## 7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

## 7.2.3 Local ISDN-PRI Service

## I) General

Local ISDN-PRI – Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local calling, Message Toll Service, 800 and circuit switched data. Each ISDN PRI will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line by line or service by service basis. Local usage rates are as specified within this tariff.

Each ISDN PRI connection provides access from a Customer premises to the Company's circuit switched voice and circuit switched data via a 1.544 Mbps central office port termination and a 1.544 Mbps Digital Local Loop to the Customer's premises. The Digital Local Loop is a DS I with Clear Channel Capability. The rates and charges for the Loop are in addition to those for the ISDN PRI Port Connection. The central office port connection is provided in base capacities of twenty-three 64 Kbps "B" channels and one 64 Kbps "D" channel (23B+ D). The "D" channel is used for out-of-band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by multiple ISDN PRI's for the same Customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature.

Where appropriate facilities do not exist, Special Construction charges will apply, as described within this tariff.

"B" Channel - "B" Channel (Bearer Channel) is a 64 Kbps digital channel capable of transporting circuit switched voice and circuit switched data.

"D" Channel – "D" Channel (Delta Channel) is a 64 Kbps digital channel used to transport signaling and control the B channels.

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SECTION 7 - NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

- 7.2.3 Out of Band Signaling – Out of Band Signaling is signaling that is separated from the channel carrying the circuit switched voice and data services.

Local ISDN-PRI Service (continued)

**D)** General (continued)

Dynamic Channel Allocation -Allows the circuit switched voice and data services enabled on the ISDN PRI to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing circuit switched voice and data calls to utilize "B" channels on a call by call basis. Without this capability, each service will have a dedicated "B" channel.

Calling Number Delivery -All calling numbers presented to the services working on ISDN PRI can be delivered to the Customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers. This feature is optioned on a per ISDN PRI Port basis only and is offered in appropriately equipped central offices.

Clear Channel Capability -The "B" channels on the ISDN PRI are clear, since all signaling and control functions are handled by the "D" channel. This allows all 64 kbps on each "B" channel to be used for Customer information over the ISDN PRI connection. Calls over the network may either by 56 kbps or 64 kbps depending on the public network in place between the ISDN PRI and the distant end of the call.

Disrital Voice Transmission - All voice calls are transmitted using digital signaling.

Channel Configuration – Allows some or all B Channels to be dedicated to exchange and MTS, DID, or 800 Services. Multiple dedicated trunk groups can be established on the same primary port or group of primary ports.

## SECTION 7 - NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

Direct Inwardd Dialing Signal – Permits incoming dialed calls from the exchange network to reach a specific number serviced by Customer-premises equipment (CPE) without the assistance of an attendant. It also provides for the unique identification of the call based on digits sent to the CPE by the central office. The central office will out pulse digits to the CPE which can further process the calls as desired. Charges associated with blocks of DID numbers are located within this tariff.

Equal Access – Allows the Customer to preselect an Intra and Interexchange Carrier for each circuit switched voice or circuit switched data trunk group. The carrier designation can be changed for applicable charges as shown within this tariff.

## Local ISDN-PRI Service (continued)

## 2) Recurring and Nonrecurring Charges

Local ISDN-PRI Service Arrangement:

|  | Monthly<br>Recurring | Non-Recurring<br>Installation Charge |
|--|----------------------|--------------------------------------|
| Digital Local Loop/ Primary Rate<br>Access Facility/ Per PRI   | \$250.00             | \$500.00                             |
| PRI Interface Arrangement  |                      |                                      |
| 23B+ D channels, per PRI   | \$589.00             | \$500.00                             |
| 24B channels, per PRI  | \$589.00             | \$500.00                             |
| 23B+ Backup D channels, per PRI  | \$589.00             | \$500.00                             |
| (required when more than 47B channels are controlled<br>by a single D channel)                                   |                      |                                      |
| PRI Reconfiguration Charges/ Add change to existing<br>trunk group, addition of new<br>trunk group, per occasion |                      | \$188.00                             |
| Change in D-channel configuration, per occasion  |                      | \$188.00                             |

SECTION 7 - NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

Local ISDN-PRI Custom Calling Charges:

|   | Monthly<br>Recurring | Non-Recurring<br><u>Installation Charge</u> |
|---|----------------------|---|
| Optional Service Feature Package/<br>Includes both Calling Line ID and Call-<br>By-Call Service Selection, per PRI          | \$243.00             | \$188.00                                    |
| Calling Line Identification/ Shows the<br>Directory number of the calling party, per PRI                                    | \$243.00             | \$188.00                                    |
| Call-By-Call Service Selection/ B channels may<br>be configured to access multiple services on a per<br>call basis, per PRI | \$94.00              | \$188.00                                    |
| Individual Additional Telephone Numbers/<br>Each additional telephone number excluding<br>DID numbers \$4.00                |                      | \$188.00                                    |



## SECTION 7 - NETWORK SWITCHED SERVICES (Cont'd)

## 7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

## 7.2.4 Integrated Access Service

Integrated Access Service provides a customer channelized high capacity (1.544 Mbps) facility<sup>1</sup> between a customer premises and its serving office for connection to services provided by the Company. Integrated Access Service allows a customer to integrate voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multiline business service.

The customer selects a package of 12, 16, 20, or 23 voice lines for local exchange access. The balance of the facility's capacity is available for data applications. The rates herein are for the portion of the service dedicated to voice applications. Charges for nonregulated services and options will apply. Discounts for customers also subscribing to the Company's long distance service offerings may be available. The charges for voice lines are inclusive of appropriate End User Common Line Charges (EUCL).

Customers must sign a minimum one (1) year term agreement for Integrated Access Service. Full termination liabilities are assessed for early termination of service.

## Monthly Recurring Charges:

## Voice Channels

|    |            |            |            |            |
|----|------------|------------|------------|------------|
| MD | \$1,657.00 | \$1,735.00 | \$1,833.00 | \$1,968.00 |
|----|------------|------------|------------|------------|

<sup>1</sup> Integrated Access Service will be delivered to customers over T-1 or HDSL access. The decision to use HDSL vs. T-1 is an engineering and provisioning decision made solely at the discretion of the Company and is made based on the availability of HDSL facilities. Customers who fall within reach of an Company HDSL-equipped collocation may have Integrated Access delivered to them via HDSL.

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## SECTION 8 - ADDITIONAL SERVICES

### 8.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES

#### 8.1.1 General

The features in this Section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

Central Office Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Central Office Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Central Office Calling Features are only provided for basic access line services. The Customer will be billed a charge for each change made to features or a group of features included in the Customer's service.

#### 8.1.2 Description of Line and/ or Trunk Features

The following features are for end user lines:

Call Forwarding Busy Line – This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Forwarding Busy Line/Don't Answer - This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy or when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding Don't Answer -This feature automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding Variable -Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

## SECTION 8 - ADDITIONAL SERVICES (Cont'd)

## 8.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (cont'd)

## 8.1.2 Description of Line and/ or Trunk Features (cont'd)

Call Trace -Allows a Customer to trace the most recent incoming call by dialing a code to automatically request that the Company record a caller's originating telephone number and the date and time of the call as well as the date and time the Customer initiated trace. The information is disclosed only to a law enforcement agency for investigation and case preparation purposes.

Call Waiting/Cancel Call Waiting -Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call and is automatically deactivated when the Customer disconnects from the call.

Caller ID -Allows the subscriber to view the listed telephone number from which the incoming call is dialed before the call is answered. The calling number is displayed on a Customer provided compatible device attached to the Customer's telephone line.

Caller ID Deluxe -Allows subscriber to view listed name associated with the telephone number before the phone is answered. The calling number and name are displayed on a Customer provided compatible display device attached to the Customer's telephone line.

Remote Access to Call Forwarding - This feature combines call forwarding with remote access capability. In addition to the current call forwarding feature-access method, the Remote Access Call Forwarding feature provides Customers access from any tone-type address signaling capable telephone. The Customer dials a remote access directory number and then is guided by voice messages to enter their home or office telephone number equipped with the Remote Access Call Forwarding feature, a Personal Identification Number (PIN) and a feature code.

Repeat Call -This Automatic Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/ free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

## SECTION 8 - ADDITIONAL SERVICES (Cont'd)

## 8.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (cont'd)

## 8.1.2 Description of Line and/ or Trunk Features (cont'd)

The following types of calls cannot be accessed with Repeat Call:

- Calls preceded by an interexchange carrier access code
- Calls to 900 and 976 Service numbers
- Calls to 911 -Calls to Directory Assistance
- Calls to toll free 8XX Service numbers
- International Direct Distance Dialed calls

Return Call -Allows the subscriber to automatically redial the number of the last incoming call whether answered or not.

Caller ID Per-Call Blocking (PCB) -This blocking option will allow callers to block the passage of their telephone numbers and/ or names on outgoing calls by dialing a special code, prior to making each call.

Caller ID Per-Line Blocking CPLB) -Caller ID Per-Line Blocking will allow callers to automatically prevent the display of their telephone numbers and/ or names on a permanent basis unless the service is deactivated, on a per call basis, by dialing a special code.

Special Ring - This feature allows a Customer to have up to three (3) separate telephone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to Customers also subscribing to call waiting.

Speed Dial 30 -Allows placing calls to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Speed Dial 8 -Allows placing calls to eight (8) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Three Way Calling/Call Hold -The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been

SECTION 8 - ADDITIONAL SERVICES (Cont'd)

originated from outside the station group and terminate to a station within the station group.  
The Call Hold feature allows a Customer to put any in-progress call on hold by flashing

8.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (cont'd)

8.1.2 Description of Line and/ or Trunk Features (cont'd)

the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third-party cannot be added to the original call.

Message Waiting Indicator -Stutter dial tone indicates that a message is waiting.  
Associated with subscribers of the Company voice mail services.

SECTION 8 - ADDITIONAL SERVICES (Cont'd)

8.2 DIRECTORY ASSISTANCE SERVICE

8.2.1 General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

8.2.2 Description

The Company furnishes directory assistance service to aid Customers in determining telephone numbers. No more than two (2) telephone numbers may be requested per call to directory assistance service.

Rates apply when Customers request Company assistance in determining telephone numbers of Customers who are located in the local service area of the Washington Zone. A call to directory assistance is considered completed whether or not the numbers requested are available from directory assistance records, or the information requested is normally provided by directory assistance.

8.2.3 Exemptions

Charges for Directory Assistance Service are not applicable to calls placed by persons who affirm in writing to the Company that a visual or physical handicap prevents them from using a telephone directory. This exemption includes Directory Assistance Service calls placed from a handicapped person's household, a business telephone service used exclusively by a handicapped person, and calls placed by use of a calling card furnished to handicapped Customers who indicate a need to use other telephones when away from their residence.

Handicapped Customers will be exempted from charges for Directory Assistance Service by means of the completion of an exemption form supplied by the Company. The handicapped Customer should notify the Company to make arrangements to be exempted.

## SECTION 8 - ADDITIONAL SERVICES (Cont'd)

8.2 DIRECTORY ASSISTANCE SERVICE (Cont'd)

The Company will provide a form to be signed by the Customer or the Customer's representative which when returned will establish the exemption. In addition, the Company will accept lists of handicapped Customers furnished by organizations and agencies which assist the handicapped as a substitute for individual written notification.

## 8.2.4 Regulations

For calls placed through a Company operator, the Operator Assisted Local Call Charge tariff applies. Operator Assisted Local Call Charge will not apply in the following cases:

To reach the called Directory Assistance Service number when attempts by the Customer to direct dial such a call cannot be completed.

## 8.2.5 Rates

Non-recurring Charge

|  |        |
|--|--------|
| Business Directory Assistance<br>Service Calls, per call | \$2.00 |
|--|--------|

8.3 RESERVED FOR FUTURE USE8.4 NUMBER TO NUMBER REFERRAL SERVICE

Number to Number Referral Service provides a recorded announcement that states the line number status and a referral number for calls placed to a disconnected or changed business line number.

Charges apply after the basic referral period. The basic referral period is not until a new local directory is published.

Monthly Recurring Charges

|                              |         |
|------------------------------|---------|
| Referral Service, per number | \$49.00 |
|------------------------------|---------|

## SECTION 8 - ADDITIONAL SERVICES (Cont'd)

8.5 RESERVED FOR FUTURE USE8.6 DIRECTORY LISTING SERVICES

## 8.6.1 Directory Listing Definitions

Primary Listing -One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group at no charge.

Non-Listed Listing - A Non-Listed Listing will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

Non-Published Listing -A Non-Published Listing will be furnished at the Customer's request. A Non-Published Listing is not listed in the telephone Company's directories, or on directory assistance records. Listing information (name, address and number) on a Non-Published Listing is not available to the general public. Charges for a Non-Published Listing are specified herein.

Additional Listing -Regular additional listings are available only in the names of authorized users of the customer's service. All listings are of the same address and telephone number as the primary listing, except as provided for joint user and alternate number listings.

## 8.6.2 Directory Listing Rates

|                    |                    | <u>Monthly Recurring Per Listing</u> |
|--------------------|--------------------|--------------------------------------|
| Primary Listing    |                    | <i>N/C</i>                           |
| Non-Listed Listing | \$0.84             | Non-Published Listing                |
| \$1.58             | Additional Listing | \$3.34                               |

8.7 RESERVED FOR FUTURE USE8.8 RESERVED FOR FUTURE USE



**SECTION 8 - ADDITIONAL SERVICES (Cont'd)**

8.9 LOCAL NUMBER PORTABILITY

Provides ability for Customers to retain their existing telephone number when moving to a new service provider.

|                                       |                   |
|---------------------------------------|-------------------|
|                                       | Monthly Recurring |
| Local Number Portability (per number) | N/C               |

8.10 CUSTOMER REQUESTED TEMPORARY SUSPENSION

Customer Requested Temporary Suspension provides the ability for Customers to temporarily suspend their telephone service and retain their telephone number. The minimum period for this service is one (1) month and the maximum period is six (6) months. The Customer will be charged *Yi* of the normal line rate during the period of temporary suspension. All other charges will be applied at the normal rate.

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## SECTION 9 - SPECIAL ARRANGEMENTS

### 9.1 SPECIAL CONSTRUCTION

#### 9.1.1 General

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

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

#### 9.1.2 Customer Acceptance

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

#### 9.1.3 Cost Computation

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

SECTION 9 - SPECIAL ARRANGEMENTS (Con't)

9.1 SPECIAL CONSTRUCTION

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - (1) equipment and materials provided or used;
  - (2) engineering, labor and supervision;
  - (3) transportation;
  - (4) rights of way; and
  - (5) shipping and delivery.
- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

9.1.4 Termination Liability

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

- a. The termination liability period is the estimated service life of the facilities provided.

- b. The amount of the maximum termination liability is equal to the estimated amounts for:

SECTION 9 - SPECIAL ARRANGEMENTS (Cont'd)

9.1 SPECIAL CONSTRUCTION (Cont'd)

9.1.4 Termination Liability (Cont'd)

- (1) Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/ or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:

- equipment and materials provided or used;
- engineering, labor and supervision;
- transportation; - rights of way; and
- shipping and delivery.

- (2) license preparation, processing and related fees;
- (3) tariff preparation, processing and related fees;
- (4) cost of removal and restoration, where appropriate; and
- (5) any other identified costs related to the specially constructed or rearranged facilities.

- c. Calculating Termination Charges – Termination charges shall be computed in accordance with tariffed regulations in Section 7.1.4a and 7.1.4b or contractual agreements in effect. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

SECTION 9 - SPECIAL ARRANGEMENTS (Cont'd)

9.2 NON-ROUTINE INSTALLATION AND/ OR MAINTENANCE

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

## SECTION 10-LOCAL CALLING CHARGES

10.1 LOCAL SERVICES -USAGE BASED

## 10.1.1 Rates and Charges and Time Periods

Usage charges are based on usage used or billed on the Company's network. Chargeable time for the Customer shall begin when the called party answers and shall end upon disconnection by either party. Local calls are billed on the basis of Local Message Rate Service. For Local Message Rate Service, all local calls are charged one rate which is not time-sensitive.

## 10.1.2 Local Calling

Local Calling Services -This Section contains a general description of the local usage service offered by the Company and the rates and charges applicable to such service. The Company provides switched, telephonic-quality voice and data transmission services that enable Customers and Authorized Users to communicate on a real-time basis between points within local exchange service areas within this jurisdiction, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services will be provided through the use of the Company's switches, through the use of Unbundled Network Elements ("UNEs"), Resold Services and through the use of Company Facilities.

**SECTION 10 – LOCAL CALLING CHARGES (Cont'd)****10.2 BUSINESS LOCAL EXCHANGE RATES**

The following Usage Charges apply:

|                          |         |
|--------------------------|---------|
| Message Rate Per Message | \$0.182 |
|--------------------------|---------|

**10.3 GENERAL AVAILABILITY**

Each Exchange Access Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time. Exchange Access Service provides Customers and Authorized Users with access to the Public Switched Network (PSN) along with a numeric address on the PSN and generally enables the Customer to perform the following:

- a) place calls to other stations on or connected to the PSN;
- b) receive calls from other stations on or connected to the PSN;
- c) access the Company's Local Calling Services and other services as set forth in this tariff;
- d) access interexchange calling services of the Company and of other carriers;
- e) access operators and business offices for service-related assistance Directory Assistance;
- t) access toll-free telecommunications services such as 800/ 888 NPA;
- g) access 911/ E91 1 services for emergency calling;
- h) access Telecommunications Relay Service;
- i) access other services authorized by the Commission and the Federal Communications Commission.

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