

Effective: December 13, 2017

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**This tariff, PSC MD Tariff No. 1, is being posted as Maryland Pricing Guide No. 1. Maryland Pricing Guide No. 1 replaces in its entirety PSC MD Tariff No. 1 that is currently on file with the Maryland Public Service Commission, effective December 13, 2017.**

Pricing Guide Applicable to  
Resold Local Exchange Services

Telecommunications Services Furnished by

CBTS Technology Solutions LLC

Between Points Within the State of Maryland

Effective: December 13, 2017

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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.

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Effective: July 9, 2018

## CHECK SHEET

Sheets 1 through 32 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
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29	1 <sup>st</sup> Revised (Z)		

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## 1 GENERAL

### 1.1 Explanation of Symbols

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

### 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's 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 Statewide.

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### 1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to CBTS Technology Solutions LLC
- 1.3.2 "Commission" means the Maryland Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "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.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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## 2 RULES AND REGULATIONS

### 2.1 Undertaking of the Company

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by CBTS Technology Solutions LLC to customers within the State of Maryland. Local exchange business services will be provided in the service areas of the facilities-based Carriers with whom a resale agreement exists between such Carrier and CBTS Technology Solutions LLC. The services in this tariff are only provided on a resale basis.

### 2.2 Obligations of the Customer

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

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
  - 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
  - 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
  - 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
  - 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
  - 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 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:

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- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
  - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
  - 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
  - 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
  - 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.
- 2.3 Liability of the Company
- 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.

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- 2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.
- 2.3.3 Claims of Misuse of Service
- 2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.
- 2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.
- 2.3.4 Defacement of Premises
- 2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.
- 2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations
- 2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.
- 2.3.6 Service at Outdoor Locations
- 2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

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### 2.3.7 Warranties

- 2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

### 2.3.8 Limitation of Liability

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

## 2.4 Application for Service

### 2.4.1 Minimum Contract Period

- 2.4.1.1 Except as otherwise stated in this tariff, the minimum contract period is one month for all services furnished. However, if a new 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 2.4.2.1, 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.
- 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;

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- 2.4.2.2.A The total costs of installing and removing such facilities; or
- 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

## 2.5 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 (1,2,3,5 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.

## 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:
  - 2.6.2.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;

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- 2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
  - 2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3 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:
- 2.6.4.1 Was a customer of a Maryland utility within the preceding 2 years;
  - 2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
  - 2.6.4.4 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.
- 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).

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## 2.8 Customer Complaints and Billing Disputes

- 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
- 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:
- Office of External Relations  
Maryland Public Service Commission  
6 St. Paul Street  
Baltimore, MD 21202
- 410-767-8028 (Office of External Relations)  
410-767-8000 (Main PSC number)  
1-800-492-0474 (Toll-free PSC number)
- 2.8.3 The Company provides the following toll free number 1-800-571-6601 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 \$25.

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## 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.

## 2.13 Special Customer Arrangements

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

## 2.14 Termination of Service:

### 2.14.1 Denial of Service Without Notice

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

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

### 2.14.2 Denial of Service Requiring Notice

- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
  - 2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
  - 2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

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

2.14.2.1.D Non-payment of Bill.

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

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

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

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

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

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

2.14.3. 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;

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- 2.14.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
- 2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:
- 2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
  - 2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
  - 2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:
    - (i) In a fictitious name,
    - (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
    - (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
    - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

## PROVISION OF SERVICE AND FACILITIES

### 2.15 Unlawful Use of Service

- 2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
- 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
  - 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in 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.

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## 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.

## 2.18 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.

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## 2.20 Emergency Number 911 Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police or other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasions of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

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### 3 DESCRIPTION OF SERVICES

#### 3.1 Trial Services

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

#### 3.2 Promotional Offerings

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

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

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### 3 DESCRIPTION OF SERVICES

#### 3.5 DIRECTORY LISTINGS

##### 3.5.1 TERMS AND CONDITIONS

Listings are regularly provided in connection with local exchange service. At the request of the customer, the listing may be omitted from the directory and directory assistance records (Non-Published Service).

The rates and regulations specified in this section apply only to the alphabetical directory. The alphabetical directory is a list of telephone numbers of customers and others arranged alphabetically by surname, business, association, institution, or other nonresidence name.

The alphabetical directory is designed for the purpose of informing calling parties of the telephone number of customers and others listed in it. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of the dominant local exchange carrier.

All Directory Listings, regardless of type, must conform to the specifications for the directories. The Company reserves the right to modify the listings to accommodate the space limitations in the directory. Not all listing types are available in all directories.

The Company may refuse a listing which does not constitute a legally authorized or adopted name, or any listing which in its opinion is likely to mislead or to deceive calling parties as to the identity of the listed party, or is intended for advertising purposes or is more elaborate than is reasonably necessary to identify the listed party. The listing of a service, commodity or trade name is not permitted except when such service, commodity or trade name is a part of the name under which the listed party conducts his or her business. The Company may, upon notifying the Customer, discontinue any listing found to be in violation of the foregoing regulations.

A descriptive term characterizing the listed party's business or purpose in a general way may be furnished (in abbreviated form) as a part of the listing, when desired and available. When the character of the listed party's business or purpose is apparent from the name under which it is conducted, a further designation is unnecessary and is not furnished.

Abbreviations may be used to limit the length of any listing when in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired by use of abbreviations.

Non-Published Service customers forfeit non-address, non-list, or non-published service privacy when calling the Universal Emergency Number Service (911). The telephone number and address of the station from which the emergency call originates are passed to the Public Safety Answering Point along with the call in order for emergency units to respond to the call.

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Incoming calls to Non-Published Service customers will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice regardless of any claim of emergency the calling party may present.

The acceptance by the Company of the customer's request for Non-Published Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

The Company makes every effort to safeguard the address and numbers of Non-Published Service customers. However, in the absence of gross negligence or willful misconduct, no liability will attach to the Company for damages arising from inadvertently publishing the address or telephone number of a Non-Published Service customer in the directory; or disclosing the number or address to any person. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the number of a Non-Published Service customer in the directory or otherwise disclosed, the Company's liability is limited to and satisfied by a refund of any monthly charges made by the Company.

Providing the name, address and/or telephone number of a Non-Published Service customer to the customer's primary interexchange carrier for billing purposes only, does not constitute publication or disclosure of the customer's name, number and/or address under this tariff.

Interexchange carriers may not release the name, address, and/or telephone number of any Non-Published Service customer, except as follows: Use of name and address for the rendering the interexchange carrier's bill to the customer; Release of the telephone number only for purposes of detail billing.

### 3.5.2 Definitions

- 3.5.2.1 Primary Listing - A primary listing is the listing furnished as a part of the local exchange service. It includes the name of the customer; a business, purpose, or other nonresidence designation when required; the address; and the telephone number.
- 3.5.2.2 Additional Listings - To be eligible for any type of additional listing, a customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent. Additional listings are listings which are similar to primary listings and furnished in addition to primary listings at the request of the customer.
- 3.5.2.3 Alternate Listings - Alternate listings are supplementary listings which usually follow a primary or regular additional listing and refer a calling party to other telephone numbers under certain conditions. The alternate telephone numbers may be those of other customers, subject to their consent.

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- 3.5.2.4 Non-Published Service - Non-published listings are not printed in directories nor available from directory assistance. A nonpublished telephone service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records. Per Line Blocking Number Privacy will be provided when requested by the customer, to all non-published service customers at no extra monthly charge.
- 3.5.2.5 Foreign Listings - Where available, a listing in a phone 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 exchange carrier providing the Foreign Listing.

### 3.6 Directory Assistance

A Customer may obtain directory assistance in determining telephone numbers within its local calling area by calling the directory assistance operator. The directory assistance charges applies to each call regardless of whether or not the directory assistance operator is able to furnish the requested information.

### 3.7 Operator Assistance

- 3.7.1 General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

- 3.7.2 Busy Line Verification and Interrupt Service, provides the Customer with the following options:

Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Busy Line Verification with interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

### 3.8 Business Access Lines

#### 3.8.1 Terms and Conditions

Business Access Lines include the serving central office line equipment and all outside plant facilities including the network interface necessary to connect the serving central office to the customer's premises.

Business Access Lines provide access to and usage of 911 services where available, access to operator services and directory assistance, and access to telecommunications relays service.

Business Access Lines allow for presubscription to toll services and access to interexchange toll providers.

Business Access Lines provide unlimited local calling within the customer's local calling area. The local calling area shall be the same as the local calling areas of the facilities-based Carriers with whom a resale agreement exists between such Carrier and CBTS, unless stated otherwise in the tariff.

Local exchange services are only available where facilities permit and may be subject to special construction charges.

### 3.9 Business Local Service Bundle

#### 3.9.1 General

Business Local Service Bundles provide a flat rate line with unlimited local calling, in combination with the value added services listed below. Subscriber may select any or all of the features in a bundle, where available. The Customer must specify which features to include in the bundle at the time the order is placed. These bundles provide unlimited use of the optional features selected by the Customer to include in the bundle.

#### 3.9.2 Regulations

3.9.2.1 Features associated with an individual Local Service bundle are per line. Features cannot be split between lines.

3.9.2.2 All charges (such as E-911 Service, taxes and other surcharges) normally associated with a flat rate line will be billed in addition to the Business Local Service Bundle charges.

3.9.2.3 The nonrecurring charge associated with the Business Bundle applies when a customer installs new service, moves to a new address or changes the telephone number associated with the Business Bundle.

#### 3.9.3 Service Description

Customers subscribing to the Business Local Service bundle may subscribe to any or all of the following features where available.

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- 3.9.3.1 Call Waiting - allows a customer to control the treatment applied to incoming calls while the customer is off-hook on an existing call. While on an existing call, Call Waiting Deluxe notifies the customer of an incoming call with the call waiting tone.
- 3.9.3.2 Calling Name and Number - provides for the delivery of the listed name and telephone number associated with the calling party telephone number on incoming calls. This information is provided to the subscriber to Calling Name and Number service so that the information may be displayed on a customer-provided display device attached to the subscriber's line or telephone set.
- 3.9.3.3 Voice Mail Support Package - provides the combination of the Call Forwarding Busy, Call Forwarding Don't Answer, and Message Waiting Indicator services.
- 3.9.3.4 Hunting - is the process by which two or more exchange service lines, served from the same central office and furnished to the same customer, are grouped so that incoming calls overflow to the first non-busy line if the called line is busy. A busy signal is not given unless all the grouped lines are busy.

### 3.10 PRI Services

#### 3.10.1 Service Description

Primary Rate Interface (PRI) Service is an ISDN local exchange service that provides a Customer with the ability to transmit and receive multiple voice and data circuit switched calls simultaneously over a single Primary Rate Facility. PRI Service is available from suitably equipped central offices and where suitable loop facilities exist.

PRI Service consists of a Primary Rate Facility and B-Channel Bearer Trunks and D-Channel Bearer Services. The Primary Rate Facility and the ISDN Bearer Trunks are not offered separately. Up to twenty-three B-Channels Bearer Trunks and one D-Channel Bearer Service may be provisioned on each access line. In addition, optional features may be purchased as specified below. Only flat rate trunk channels are available.

#### 3.10.2 Regulations

3.10.2.1 PRI Service is furnished subject to the availability of suitable facilities and is only served from specially-equipped digital central offices.

3.10.2.2 The minimum service period for PRI Service is twelve months.

3.10.2.3 The Customer is responsible for providing power to all customer premises equipment (CPE) attached to the Primary Rate Facility.

3.10.2.4 When a customer transfers a call, the customer is responsible for any toll charges associated with the customer originated leg(s) of the call.

3.10.2.5 If upon completion of the current payment period the customer has not chosen a new payment period and has not requested discontinuance of service, the customer's agreement will automatically renew for a 12-month period at the rate the customer is paying under their current agreement unless either party notifies the other in writing or verbally of its intention not to renew before the end of the then-current term.

3.10.2.6 If the customer terminates their service prior to the expiration date of the term agreement, the customer will be required to pay early termination charges that equate to the monthly charges for the remainder of either the initial payment period or the subsequent 12-month payment periods. (Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.)

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### 3.10.3 Optional Features

The following features are available to PRI Service customers at additional cost.

- 3.10.3.1 Call-By-Call Service Selection - This feature provides the option for B-Channels to be assigned into a flexible trunk group which can support different call types based on real-time traffic needs. Call-By-Call service selection also allows primary as well as secondary long-distance carriers to be established for the entire trunk group (e.g., Alternate Routing Arrangement).
- 3.10.3.2 Individual Calling Line Identification (ICLID) - This feature provides customer access to the calling party's number. Feature operation is dependent on customer premise equipment and technology in use at the calling party's serving office.
- 3.10.3.3 Direct Inward Dialing (DID) - This feature provides Direct Inward Dialing to a station. DID Termination rates will apply per B-Channel configured with this option. ISDN Primary Rate Interface Service DID Number Blocks are ordered with DID Terminations on the B-Channels.
- 3.10.3.4 Back-up D-Channel - This feature provides a minimum of three or more Primary Rate Interface Service facilities terminating at the same customer premises to share one primary and one secondary (or Back-up) D-Channel. The number of Primary Rate Interface Service facilities that can be shared by this feature will be based upon the availability of central office and other network facilities, and will be subject to change on a central office by central office basis.
- 3.10.3.5 Channel Transfer Service - This feature allows the customer to transfer an incoming call to another line and then hang up leaving the other two parties on a two-way call and freeing up the customer's line for another call. The customer will be responsible for toll charges associated with the transferred call.

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## 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 Directory Listing Charges

#### Nonrecurring Charges:

	<u>Per Listing or Per number charges</u>
Additional Listing	\$20.00
Alternate Listings	20.00
Non-Published Number	20.00
Foreign Listings	20.00

Nonrecurring charges will be applied when service is established and when there are subsequent changes to the listing.

#### Recurring Charges:

Additional Listing	\$4.50
Alternate Listings	4.50
Non-Published Number	2.00
Foreign Listings	4.50

### 4.3 Directory Assistance Charge

Each call to directory assistance will be charged as follows: \$1.99

The Customer may make one request on each directory assistance call.

A credit will be given for calls to directory assistance as follows:

- The customer experiences poor transmission or is cut-off during the call; or
- The customer is given an incorrect telephone number.

To obtain such a credit, the customer must notify the Company.

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#### 4.4 Operator Assistance Charges

The following charges will be applied on a per call basis: \$ 1.00

Rates for busy line verification and interrupt services, as specified below, will apply under the following circumstances, per request:

The operator verifies that the line is busy with a call in progress.

The operator verifies that the line is available for incoming calls.

The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Busy Line Verification	\$3.00
Busy Line Interrupt	\$5.00

#### 4.5 Business Access Lines Charges

##### Recurring Charges

First Lines \$ 49.75

Additional Lines, All Accounts 49.75

##### Nonrecurring Charges:

To establish or move an Business Access Line, per line 50.00

To change telephone number associated with a Business Access Line, per telephone number 12.25

#### 4.6 Business Local Service Bundle Charges

##### Recurring Charges

\$69.95

##### Nonrecurring Charges:

\$60.00

4.7 PRI Service Charges

Recurring Charges

	<u>12 Mo. Term</u>	
Primary Rate Facility Each Channel	\$547.21 49.38	(Z)
DID Number Blocks: Each group of 20 DID Numbers	4.15	
Optional Features		
Call-By-Call	115.00	
ICLID 100.00	115.00	
Call-By-Call and ICLID Combination	200.00	
Back-Up D-Channel	50.00	
Channel Transfer Service	115.00	(Z)

Nonrecurring Charges:

Primary Rate Facility Each Channel	\$640.00 21.00
DID Number Blocks: Each group of 20 DID Numbers (Note 2)	207.40
Optional Features	
Call-By-Call	150.00
ICLID 100.00	115.00
Call-By-Call and ICLID Combination	200.00
Back-Up D-Channel	100.00
Channel Transfer Service	100.00

Note 2: If multiple DID number blocks are purchased at the same time, Initial Charge applies to the first group of DID numbers only.

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## 5 INTRALATA TOLL

### 5.1 General

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user 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 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 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 Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user 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 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 is subject to the terms and conditions in Section 5.2.

### 5.2 Presubscription Charge Application

#### 5.2.1 Initial Free Presubscription Choice for New Users

New end users (including an existing customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for 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 is the period within thirty days of installation of the new service.

Initial free selections available to new end user 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 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.

#### 5.2.2 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.

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### 5.2.3 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 who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users 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 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.

### 5.3.2 Verification of Orders for Telemarketing

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

#### 5.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.2.1.B The decision to change the PIC to the ITP; and

5.3.2.1.C The customer's understanding of the PIC change fee; or

#### 5.3.2.2 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

#### 5.3.2.3 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).

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5.3.3 The Company will follow the Federal Communications Commission's and the Maryland Public Service Commission's 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 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.

#### 5.5 Rates and Charges

5.5.1 Charge for ITP Carrier Change \$ 5.00