

Tariff Schedule Applicable to  
Competitive Local Exchange  
Telecommunications Services Furnished by  
Airespring, Inc.  
Between Points within the State of Maryland

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Issued Date: July 22, 2005

Effective Date: September 5, 2005

Avi Lonstein, President  
Airespring, Inc.  
6060 Sepulveda Blvd.  
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**Tariff Format**

1. 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.
2. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
3. 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
4. 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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**Check Sheet**

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

<u>Page Number</u>	<u>Revision</u>	<u>Page Number</u>	<u>Revision</u>	<u>Page Number</u>	<u>Revision</u>
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7	Original	43	Original	79	Original
8	Original	44	Original	80	Original
9	Original	45	Original	81	Original
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11	Original	47	Original	83	Original
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24	Original	60	Original	96	Original
25	Original	61	Original	97	Original
26	Original	62	Original	98	Original
27	Original	63	Original	99	Original
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36	Original	72	Original	108	Original

\*- indicates pages included in this filing

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

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1. GENERAL, (Cont'd.)

1.3 Definitions

- 1.3.1 "Account" is a Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or no-primary local exchange access line.
- 1.3.2 "Authorization Code" is a pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.
- 1.3.3 "Carrier," "Company" or "Utility" refers to Airespring, Inc..
- 1.3.4 "Commission" means the Maryland Public Service Commission.
- 1.3.5 "Company" means Airespring, Inc., issuer of this tariff.
- 1.3.6 "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.
- 1.3.7 "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.
- 1.3.8 "Customer Dialed Calling Card Call" is a service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.
- 1.3.9 "Operator Dialed Surcharge" is a charge applied to calls made when the End User dials "0" only or any valid company operator access code and requests that the operator dial the destination number.
- 1.3.10 "Operator Station Call" is a service whereby the caller places a non-Person-to-person call with the assistance of an operator (live or automated).
- 1.3.11 "Person-to-Person Call" is a service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

1. GENERAL, (Cont'd.)

1.3 Definitions, (Cont'd.)

- 1.3.12 "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.
- 1.3.13 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.14 "Switched Access" is a method for reaching the company through the local switched network.
- 1.3.15 "Third Party Billing" is a billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

Airespring provides resale and facilities-based local exchange services to Residential and Business Customers for communications originating and terminating within the state of Maryland, under the terms of this tariff.

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

- .1 The payment of all applicable charges pursuant to this tariff;
- .2 Reimbursing the Company for damage to, or loss of, the company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- .3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the company's facilities and equipment installed on the Customer's premises.

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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: (Cont'd.)

- .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.
- .5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- .6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2. RULES AND REGULATIONS, (Cont'd.)

2.2 Obligations of the Customer, (Cont'd.)

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

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

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

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. RULES AND REGULATIONS, (Cont'd.)

## 2.3 Liability of the Company

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

## 2.3.2 Service Irregularities

- .1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.
- .2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

## 2. RULES AND REGULATIONS, (Cont'd.)

## 2.3 Liability of the Company, (Cont'd.)

## 2.3.3 Claims of Misuse of Service

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.

## 2.3.4 Defacement of Premises

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

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2. RULES AND REGULATIONS, (Cont'd.)

2.3 Liability of the Company, (Cont'd.)

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

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 negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

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. RULES AND REGULATIONS, (Cont'd.)

2.3 Liability of the Company, (Cont'd.)

2.3.7 Warranties

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

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2. RULES AND REGULATIONS, (Cont'd.)

2.4 Application for Service

2.4.1 Minimum Contract Period:

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

## 2. RULES AND REGULATIONS, (Cont'd.)

## 2.4 Application for Service, (Cont'd.)

## 2.4.2 Cancellation of Service

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

2. RULES AND REGULATIONS, (Cont'd.)

2.5 Payment for Service

2.5.1 Service will be billed 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 2.15 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. RULES AND REGULATIONS, (Cont'd.)

2.6 Customer Deposits

- 2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential Customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time.
- 2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- .1 Was a Customer of a Maryland utility for at least 12 months within the preceding 2 years.
  - .2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland.
  - .3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
  - .4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 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. RULES AND REGULATIONS, (Cont'd.)

## 2.6 Customer Deposits, (Cont'd.)

- 2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- .1 Was a Customer of a Maryland utility within the preceding 2 years;
  - .2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - .3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
  - .4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6 Advanced payments for installation costs or special construction will credited on the first bill in their entirety.
- 2.6.7 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 nonresidential Customers) or COMAR 20.30.02.04 (for residential Customers) as appropriate.

2. RULES AND REGULATIONS, (Cont'd.)

2.7 Late Payment Charges

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

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2. RULES AND REGULATIONS, (Cont'd.)

2.8 Customer Complaints and Billing Disputes

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

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

Office of External Relations  
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 (888) 389-2899 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, and billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.9.2 Use of Another Means of Communications

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

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2. RULES AND REGULATIONS, (Cont'd.)

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 Customer will be assessed a charge of \$25.00 for each check or other payment type submitted by the Customer to the Company that a bank or financial institution refuses to honor.

2.12 Directory Assistance Call Allowance

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

## 2. 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:

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

2. RULES AND REGULATIONS, (Cont'd.)

2.14 Termination of Service: (Cont'd.)

2.14.2 Denial of Service Requiring Notice

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

2. RULES AND REGULATIONS, (Cont'd.)

2.14 Termination of Service: (Cont'd.)

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

.1 (Cont'd.)

.D Non-payment of Bill.

- .1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of his account is not made and provided the Customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
- .2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
- .3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2. RULES AND REGULATIONS, (Cont'd.)

2.14 Termination of Service: (Cont'd.)

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

.1 (Cont'd.)

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

- .4 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- .5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- .6 Failure to Pay Increased Deposit Required. For failure of the Customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

2. RULES AND REGULATIONS, (Cont'd.)

2.14 Termination of Service: (Cont'd.)

2.14.3 Insufficient Reasons for Denial of Service

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

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2. RULES AND REGULATIONS, (Cont'd.)

2.14 Termination of Service: (Cont'd.)

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

- .1 The following may not constitute cause for refusal of service to a present or prospective Customer: (Cont'd.)
- .F Failure to pay an outstanding bill that is over 7 years old, unless the:
- .1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
- .2 Outstanding bill is for service obtained by the Customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
- .3 Outstanding bill is for service obtained by the Customer by means of an application made:
- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.
- .2 This regulation applies to both residential and nonresidential classes of service.

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2. RULES AND REGULATIONS, (Cont'd.)

2.15 Unlawful Use of Service

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

- .1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- .2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

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

## 2. RULES AND REGULATIONS, (Cont'd.)

## 2.16 Interference with or Impairment of Service

Service shall not be used in any manner which 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.

## 2. RULES AND REGULATIONS, (Cont'd.)

## 2.20 Toll Free Services

- 2.20.1 The Company will make every effort to reserve toll free (i.e., A800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.20.2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.20.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.20.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer

### 3. DESCRIPTION OF SERVICES

#### 3.1 Trial Services

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

#### 3.2 Promotional Offerings

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

#### 3.3 Airespring Referral Program

Any existing Airespring Customer who refers a potential customer to the Airespring services listed below will receive a one-time credit should the referred customer subscribe to and remain a Airespring customer for at least 30 days. The referred customer must provide the name of the existing Airespring Customer who made the referral upon ordering the new Airespring service. The credit is applied only once to the Customer's next scheduled bill and expires with that bill. The credit does not apply separately for interstate or intrastate service and cannot be redeemed for cash. Referral Credit \$20.00

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. Different rates may apply depending on the time of day or day of week the call is made. 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. RATES AND CHARGES, (Cont'd.)

## 4.2 Dial-Around Compensation Surcharge for Payphones:

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

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

4.2.2 The Surcharge does not apply to:

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

4.2.3 The Dial Around Compensation Surcharge rate is \$0.50 per call.

4.3 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.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services

Airespring offers bundled and stand-alone local exchange services.

## 4.4.1 Network Exchange Bundled Service

## .1 General

Airespring offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll) and selected custom calling features. Voice Mail and Optional Internet access<sup>1</sup> may be available with some packages at an additional charge. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

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<sup>1</sup> Voice mail and Internet access are not regulated by the Commission.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services, (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

## A. Primary Line

The initial residential local exchange access line per account.

## B. Secondary Line

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature packages may be purchased separately. Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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4. RATES AND CHARGES, (Cont'd.)

4.4 Basic Exchange Services, (Cont'd.)

4.4.1 Network Exchange Bundled Service, (Cont'd.)

.1 General, (Cont'd.)

Network Exchange Bundled Service may include the calling features listed below:

These features are offered subject to availability of suitable facilities. Certain features may not be available with all classes of services. In the event Airespring adds custom calling features to its Network Exchange Bundled Services, such features will be available upon the tariff effective date (where technically feasible) to all new Customers. Existing Customers will be informed of the new features availability but must contact the Company to obtain the new features. Any Service Order Charges, which would normally apply, will be waived.

Call Forwarding - Fixed, Busy Line No Answer - This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding - Fixed, Busy Line No Answer. 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 - Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services, (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .1 General, (Cont'd.)

Network Exchange Bundled Service may include the calling features listed below, (cont'd.):

Call Forwarding - Variable - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by preselecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services, (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .1 General, (Cont'd.)

Network Exchange Bundled Service may include the calling features listed below, (cont'd.):

VIP Alert - Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone.

Privacy Service- A feature which intercepts calls that are marked "private" and "out of area," or "unavailable" on Caller ID units. When unidentified callers dial the Subscriber's number, they will receive an announcement informing them that the party they are calling does not accept calls from unidentified callers. They will receive a prompt to identify their name or state their intention and the service will then attempt to connect the call. Only if the caller responds will the call be connected.

The Subscriber's Caller ID will display the platform number and the name of the service. If the Subscriber chooses not to take the call the caller will hear a message which states the Subscriber is unavailable.

Privacy Service is offered subject to availability of suitable facilities. This service will be provisioned on a line-by-line basis and Customers with more than one line would need to have the service activated on each line if they want the ability to intercept unknown and blocked calls to each line.

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4. RATES AND CHARGES, (Cont'd.)

4.4 Basic Exchange Services. (Cont'd.)

4.4.1 Network Exchange Bundled Service, (Cont'd.)

.1 General, (Cont'd.)

Caller ID with Name - Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits 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. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number, will be substituted.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

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

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .2 Airespring Home Edition - Standard Service

## Package Price for Standard Service

## Monthly Rate

Primary Line	\$57.99
Secondary Line	\$20.00

Service Connection Fee<sup>1</sup>

(one-time charge per line)

Primary Line	\$69.99
Secondary Line	\$55.00

Customers may choose to handle payment through a commercial credit card arrangement.

Customers will be able to access call detail and billing records on-line via the [www.airespring.com](http://www.airespring.com) web site.

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<sup>1</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Airespring.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .2 Airespring Home Edition - Standard Service

Standard Service includes the following:

1. A monthly allowance of 200 free minutes of interstate<sup>1</sup> and intrastate toll calling. Toll calls are billed in sixty (60) second increments. For toll calls placed away from home, see Airespring Travel Card Service in Airespring's MD PSC Tariff No. 1. Such travel card calls are not included in the monthly toll call allowance for Home Edition - Standard Service.

<u>Toll calls within 200 minute allowance</u>	<u>Per minute rate</u>
Direct Dial Access	\$0.00

<u>Toll calls above 200 minute allowance</u>	<u>Per minute rate</u>
Direct Dial Access	\$0.08

2. A monthly allowance of 50 free hours of local calling.

<u>Local calls above 50 hours</u>	<u>Per minute rate</u>
	\$0.015

3. Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: (Call Waiting, Caller ID, Three-Way Calling and Speed Calling) may be added for \$4.95 per month.

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<sup>1</sup> Reference to interstate calling is for informational purposes only. The rates in this tariff refer to intrastate services only.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .3 Airespring Home Unlimited

## Package Price for Airespring Home Unlimited

Primary Line, per month	\$49.99
Secondary Line, per month	\$25.00

Service Connection Fee, one time charge per line<sup>1</sup>

Primary Line	\$69.99
Secondary Line	\$55.00

This service is for use by Residential Customers for the purpose of point-to-point residential voice applications. If the Customer uses Airespring Home Unlimited Service for nonresidential purposes, including but not limited to commercial facsimile, resale, telemarketing, continual dial-up internet connections, autodialing, long distance legs of a three-way calling call, voice chat line services, or home office use, the Company may, suspend, restrict, or cancel the Customer's service pursuant to Section 2.14 of this tariff. The company may also adjust Customer's service to another tariffed plan to adjust for non-residential use.

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the [www.airespring.com](http://www.airespring.com) web site.

## A. Airespring Home Unlimited includes the following:

1. Unlimited toll calling. For toll calls placed away from home, see Airespring Travel Card Service in Airespring's MD PSC Tariff No. 1. Such travel card calls are not included in the monthly toll call allowance for Airespring Home Unlimited.
2. Local line and unlimited local calling

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<sup>1</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Airespring.

4. RATES AND CHARGES, (Cont'd.)

4.4 Basic Exchange Services. (Cont'd.)

4.4.1 Network Exchange Bundled Service, (Cont'd.)

.3 Airespring Home Unlimited, (cont'd.)

A. Airespring Home Unlimited includes the following:

3. Primary Line Custom Calling Features Package: Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Trace, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Forwarding Variable, Call Trace, Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for \$4.95 per month.

4. Member to Member Services

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .4 Airespring Home Select

## Package Price for Airespring Home Select

Primary Line, per month	\$29.99
Secondary Line, per month	\$25.00

Service Connection Fee, one-time charge per line <sup>1</sup>	
Per Primary Line	\$69.99
Per Secondary Line	\$55.00

## A. Airespring Home Select includes the following:

1. A monthly allowance of 50 free minutes of interstate and intrastate toll calling. Toll calls are billed in sixty (60) second increments. For toll calls placed away from home, see Airespring Travel Card Service in Airespring's MD PSC Tariff No. 1. Such travel card calls are not included in the monthly toll call allowance for Airespring Home Select.

Toll calls within 50 minute allowance	
Direct Dial Access	\$0.00

Toll calls above 50 minute allowance	
Direct Dial Access	\$0.07

2. Local line and unlimited local calling.

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<sup>1</sup> Service Connection fee waived for those Customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Airespring.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .4 Airespring Home Select, (cont'd.)

3. Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Blocking, Call Trace, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Forwarding Variable, Call Blocking and Call Trace, Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for \$4.95 per month.

4. Member to Member Service.
5. The following additional custom calling features are available with this service.

	<u>Per Month</u>
VIP Alert:	\$2.00
Privacy Manager:	\$2.00

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .5 Member to Member Home Edition Service

Member to Member Service is available to all Airespring Customers of a Network Exchange Bundled Service. Member to Member allows Airespring Customers to call other Airespring Customers without incurring per call usage charges or depleting the bundled minutes call allowance. Calls under the Member to Member option must originate on and terminate to a telephone number presubscribed to a Airespring Network Exchange Bundled Service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network.

This service is available with Airespring services where noted in the description of each service.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .6 Airespring Home Office

Airespring Home Office service is a bundled local and toll voice service offering. Service is restricted to a single line only. Customers with a requirement for multiple lines are referred to the Company's business service. Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the [www.airespring.com](http://www.airespring.com) web site.

## Package Price for Airespring Home Office

Primary Line, per month:	\$59.99
Service Connection Fee, one-time charge per line <sup>1</sup> :	\$69.99

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<sup>1</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Airespring.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .6 Airespring Home Office, (cont'd.)

## .a Airespring Home Office includes the following:

1. A monthly allowance of 1000 free minutes of interstate and intrastate toll calling. Toll calls will be billed in sixty (60) second increments. For toll calls placed away from home, see Airespring Travel Card Service. (*See Airespring's interexchange telecommunications Maryland PSC Tariff No. 1*). Such travel card calls are not included in the monthly toll call allowance for Airespring Home Office.

Toll calls within 1000 minute allowance

Direct Dial Access: \$0.00

Toll calls above 1000 minute allowance

Direct Dial Access: \$0.039

2. Local line and unlimited local calling.
3. Calling Features Package: Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Trace, Three-Way Calling and Speed Calling included at no charge.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .7 Airespring HOME Basic

Airespring HOME Basic Service provides a basic residential local exchange line with Call Waiting for outbound calling. Voice mail may be purchased at an additional charge (See Note 1).

Primary Line, per month	\$19.99
Secondary Line, per month:	\$19.99

New Service Connection Fee, one-time charge, per line <sup>1</sup>	
Per Primary Line:	\$69.99
Per Secondary Line:	\$55.00

## A. Basic Service includes the following:

1. Local line and unlimited local calling
2. Call Waiting

Note 1: Voicemail may be purchased for an additional charge. This service is not regulated by the Commission. Call Forwarding Busy No Answer is only available to customers with voicemail.

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<sup>1</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Airespring.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .7 Airespring HOME Basic Service, (Cont'd.)

- B. Custom Calling Features Package: An optional Feature Pack to include Caller ID/Caller ID with Name, Three-Way Calling, Speed Calling and Call Forwarding Variable may be purchased at an additional monthly charge. This Feature Package may be added to the Primary and Additional line.

Feature Pack, per month: \$4.95

- C. Intrastate long distance may be utilized with this service.

Direct Dial rate per minute: \$0.070

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .8 Airespring HOME Select

HOME Select Service provides a basic residential local exchange line with four Custom Calling Features and fifty (50) minutes of combined direct dialed interstate or intrastate long distance calling. Operator assisted calling, travel card calling and international calling are not included in the calling allowance. Calls above the calling allowance of 50 minutes will be billed in sixty (60) second increments. Voice mail is included with this service.

Primary Line, per month	\$29.99
Secondary Line, per month:	\$25.00

New Service Connection Fee, one-time charge, per line <sup>1</sup>	
Per Primary Line:	\$69.99
Per Secondary Line:	\$55.00

<sup>1</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Airespring.

4. RATES AND CHARGES, (Cont'd.)

4.4 Basic Exchange Services. (Cont'd.)

4.4.1 Network Exchange Bundled Service, (Cont'd.)

.8 Airespring HOME Select, (Cont'd.)

A. Select Service includes the following:

1. Local line and unlimited local calling
2. Custom Calling Features: Call Waiting, Caller ID/Caller ID with Name, Three-Way Calling, Speed Calling, Call Forwarding Variable, Call Forwarding Busy No Answer.
3. 50 Minute Direct Dial Call Allowance, interstate or intrastate, excluding operator assisted calling, travel card calling and international calling.

B. Intrastate long distance may be utilized with this service.

Direct Dial rate per minute: \$0.070

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .9 Airespring Business Basic Service

Airespring Business Basic Service is targeted primarily at business customers as a bundled service offering. Customers receive unlimited local and long distance calling for a flat monthly rate. The primary line also includes the following custom calling features: Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding, as well as one voice mail box<sup>1</sup>. Operator assisted calling, travel card calling and international calling are not included in the flat monthly rate for service. Customers may purchase additional lines, however custom calling features and voice mail are not available with the purchase of additional lines except through Feature Packages.

## A. Outbound Service

Primary Line, per month	\$49.99
Additional Lines, per month:	\$39.99

New Service Connection Fee, one-time charge, per line<sup>2</sup>

Per Primary Line:	\$49.99
Per Secondary Line:	\$49.99

## B. Feature Packages

Custom Calling Feature Package for Additional Lines includes Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding.

Monthly Rate:	\$4.95
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<sup>1</sup> Voice mail is not regulated by the Commission. Voice Mail on Additional Lines may be purchased separately for a monthly fee per mail box.

<sup>2</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Airespring.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.1 Network Exchange Bundled Service, (Cont'd.)

## .9 Airespring Business Basic Service, (Cont'd.)

## C. Toll Free Service

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Airespring Business Basic Service Customers who migrate their long distance service to another carrier, but who retain Airespring as the local service provider will keep Airespring Business Basic Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.049
Monthly Recurring Charge, Per toll free access line:	\$3.00
Toll Free Service Installation: <sup>1</sup>	\$20.00
Vanity Toll Free Number Search:	\$9.99

## D. Travel Card Service

Airespring Travel Card Service is available to Airespring Business Basic Service Customers for calls made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute:	\$0.049
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<sup>1</sup> The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services. (Cont'd.)

## 4.4.2 Stand-Alone Local Exchange Service

## .1 General

Stand-Alone Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Stand-Alone Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multiparty lines are provided.

Recurring charges for Stand-Alone Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

4. RATES AND CHARGES, (Cont'd.)

4.4 Basic Exchange Services. (Cont'd.)

4.4.2 Stand-Alone Local Exchange Service, (Cont'd.)

.2 Rates

Stand-Alone Rate Service, per month: \$32.49

Service Connection Charges, one-time charge, per line  
Primary Line \$69.99

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services, (Cont'd.)

## 4.4.3 Airespring Small Business Basic Service

Airespring Small Business Basic Service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Airespring as the presubscribed carrier for local calling concurrent with enrollment for this service. Airespring Small Business Basic Service provides Customers with the option of selecting Airespring for toll services.

## .1 Local Exchange Service

## .a Local Access Line

Local Business Line	
Monthly Rate	\$11.99
Service Connection Fee,	
One-time charge per line <sup>1</sup>	
Per Line	\$49.99

## .b Local Exchange Service

Local exchange service is billed in one (1) minute increments.

Rate Per Minute: \$0.015

<sup>1</sup> Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Airespring. The charge will apply if additional lines are transferred to Airespring after the initial order.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services, (Cont'd.)

## 4.4.3 Airespring Small Business Basic Service, (cont'd.)

## B. Toll Service

## .1 Long Distance Service

Long distance service is billed in six (6) second increments.

Rate Per Minute: \$0.069

## .2 Long Distance Calling Packs

Customers may choose to purchase Long Distance Calling Packs which provide a set number of long distance calling minutes for a flat rate per month. Toll Free Service is not included in Long Distance Calling Packs. Minutes above the purchased Calling Pack are billed in six (6) second increments.

LD Minutes	LD Minutes Pack	
	Monthly Rate	Intrastate Overage
1,000 Long Distance Minutes Pack	\$59.00	\$0.059
5,000 Long Distance Minutes Pack	\$245.00	\$0.049

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services, (Cont'd.)

## 4.4.3 Airespring Small Business Basic Service, (cont'd.)

## C. Toll Free Service

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Airespring Small Business Basic Service Customers who migrate their long distance service to another carrier, but who retain the Company as the local service provider will keep the Company Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.069
Monthly Recurring Charge Per toll free access line	\$3.00
Toll Free Service Installation	\$20.00
Vanity Toll Free Number Search	\$9.99

## D. Business Network Rate Service

Business Network Rate Service is available to Airespring business Customers for outbound calling from presubscribed lines. This service allows Airespring Small Business Basic Service Customers presubscribed to Airespring for long distance service to call other Airespring Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Airespring business Customers or to Airespring residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate per minute:	\$0.039
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4. RATES AND CHARGES, (Cont'd.)

4.4 Basic Exchange Services, (Cont'd.)

4.4.3 Airespring Small Business Basic Service, (cont'd.)

E. Calling Features

These features are offered subject to availability of suitable facilities. Airespring Small Business Basic Service may include the calling features listed below:

Call Forwarding - Fixed - Call Forwarding- Fixed, 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-Fixed. 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-Fixed is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

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. This feature permits 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. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services, (Cont'd.)

## 4.4.3 Airespring Small Business Basic Service

## E. Calling Features, (cont'd.)

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

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

Distinctive Ring: Distinctive Ringing is a feature that allows Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

## .1 Rates

.a	Monthly Rates, per Feature:	\$3.00
.b	Monthly Rate, Feature Pack (3 or more features)	\$9.00

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4. RATES AND CHARGES, (Cont'd.)

4.4 Basic Exchange Services, (Cont'd.)

4.4.3 Airespring Small Business Basic Service, (cont'd.)

F. Guarantee Incentive Program

If a Customer is not satisfied with the Airespring Small Business Basic Service, for any reason, during the first ninety (90) days of service, the Company will switch the Customer back to the Customer's previous local exchange provider at no charge. The Customer will not be required to pay any installation charges incurred when switching back to their previous local service provider. This offer only applies to installation charges on existing business lines migrated back to the local service provided subscribed to before switching to Airespring. This offer does not extend to any new service lines established with Airespring that are switched back to the previous provider. Customers requesting a switch to the previous provider must have a zero billed balance with Airespring. Customers will be required to complete and sign a form requesting this offer. This form may be obtained by calling Airespring's toll free customer service telephone number.

G. Remote Call Forwarding (RCF) Service

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

.1 Usage Charges

Minutes of use are decremented from the available minutes in the presubscribed service purchased by the Customer. Minutes used in excess of the allotted minutes will be billed at the rate in effect for the presubscribed service. (See Section 4.4.3 of this tariff).

.2 Monthly Recurring Charge

Per line: \$15.00

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services, (Cont'd.)

## 4.4.4 Airespring Small Business Plus Service

Airespring Small Business Plus Service is a local exchange service for small business Customers consisting of a local exchange line for a monthly recurring charge and unlimited calling. Calling features are available with the local exchange service for an additional monthly recurring charge per feature.

## A. Local Exchange Service

## .1 Local Business Line

A local exchange line with unlimited local calling includes Hunting only if Customers request the Hunting calling feature when placing the order for service.

Monthly Rate:	\$13.00
Per Minute Rate:	\$0.016

Service Connection Fee, one-time charge per line <sup>1</sup>	
Per Line:	\$49.99

## .2 Calling Features

The following Calling features are available at an additional monthly recurring charge: Call Forwarding; Call Forwarding-Busy; Call Forwarding-No Answer; Speed Calling; Caller ID; Call Waiting, Three-Way Calling, and Distinctive Ring, as described in Section 4.4.4F of this tariff.

Monthly Recurring Charge Per Feature:	\$3.00
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Monthly Recurring Charge, Feature Pack (3 or more):	\$9.00
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<sup>1</sup> Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Airespring. The charge will apply if additional lines are transferred to Airespring after the initial order.

4. RATES AND CHARGES, (Cont'd.)

4.4 Basic Exchange Services, (Cont'd.)

4.4.4 Airespring Small Business Plus Service, (cont'd.)

B. Airespring Small Business Plus Toll Service

For a full description of the long distance portion of Airespring Small Business Plus Service please see the Company's Maryland PSC Tariff No. 1.

C. Airespring Small Business Plus Toll Free Service

For a full description of the long distance portion of Airespring Small Business Plus Service please see the Company's Maryland PSC Tariff No. 1.

D. Travel Card Service

For a full description of the long distance portion of Airespring Small Business Plus Service please see the Company's Maryland PSC Tariff No. 1.

E. Airespring Small Business Plus Network Service

For a full description of the long distance portion of Airespring Small Business Plus Service please see the Company's Maryland PSC Tariff No. 1.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services, (Cont'd.)

## 4.4.4 Airespring Small Business Plus Service, (cont'd.)

## F. Calling Features

Customers subscribing to Airespring Small Business Plus Service may also subscribe to the following Calling Features.

Call Forwarding - 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. Calls cannot be transferred to an International Direct Distance Dialing number.

Call Forwarding -Busy - Permanently routes incoming calls to a predetermined telephone number when the called line is busy.

Call Forwarding - No Answer - Permanently routes incoming calls to a specified number, selected by the Customer, when the called line is unanswered.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

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4. RATES AND CHARGES, (Cont'd.)

4.4 Basic Exchange Services, (Cont'd.)

4.4.4 Airespring Small Business Plus Service, (cont'd.)

F. Calling Features, (cont'd.)

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

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. This feature permits 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. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

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

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.4 Basic Exchange Services, (Cont'd.)

## 4.4.4 Airespring Small Business Plus Service, (cont'd.)

## G. Remote Call Forwarding (RCF) Service

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

## .1 Usage Charges

Minutes of use are decremented from the available minutes in the presubscribed service purchased by the Customer. Minutes used in excess of the allotted minutes will be billed at the rate in effect for the presubscribed service. (See Section 4.4 of this tariff).

## .2 Monthly Recurring Charge

Per line: \$15.00

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4. RATES AND CHARGES, (Cont'd.)

4.5 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

4.5.1 Service Order Charges

Primary Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Service Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

Transfer of Service Charge, Primary Line - applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line - applies to the second, or third, etc., line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, 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. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Service Order Charge - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified nonrecurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

Toll Free Directory Listing - This is a one-time charge, applicable to Business Customers, and is imposed when a Customer requests the toll free number to be listed.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.5 Service Order and Change Charges, (Cont'd.)

## 4.5.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Feature or Feature Pack Change Order - applies when a customer requests a change, adding or removing a feature or feature pack.

Toll Restriction Fee Order - applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order - applies to each telephone number change request/order.

Long Distance Minutes Pack Change Order - applies to residential Customers who request/order a change to add or delete an LD Minutes Pack.

Listing Change Charge - applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

Home Edition Change Charge - applies when a residential Customer requests/orders a change in service from Home Edition- Basic Service to Home Edition- Standard Service or from Home Edition - Standard Service to Home Edition - Basic Service.

4. RATES AND CHARGES, (Cont'd.)

4.5 Service Order and Change Charges, (Cont'd.)

4.5.3 Record Change Charges

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

4.5.4 Miscellaneous Charges

Duplicate Invoice - applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report - applies each time a Customer requests local call detail for a given month.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.5 Service Order and Change Charges, (Cont'd.)

## 4.5.5 Rates

	<u>Residence</u>	<u>Business</u>
<u>Service Order Charges</u>		
Primary Service Connection Charge	*	*
Secondary Service Connection Charge	*	*
Transfer of Service Charge, Primary Line	\$89.99	\$49.99
Transfer of Service Charge, Secondary Line	\$75.00	\$49.99
Technician Dispatch Charge	\$69.99	\$79.99
Service Order Charge	N/A	\$ 9.99
Toll Free Directory Listing	N/A	\$10.00
<u>Change Order Service Charges</u>		
Feature or Feature Pack Change Order	\$9.99	\$9.99
Toll Restriction Fee Order	\$9.99	\$9.99
Telephone Number Change Order	\$9.99	\$9.99
Long Distance Minutes Pack Change Order	\$9.99	\$9.99
Listing Change Charge	\$9.99	\$9.99
Home Edition Change Charge	\$9.99	N/A
<u>Record Change</u>	No charge	No charge
<u>Miscellaneous Charges</u>		
Duplicate Invoice	\$5.00	\$5.00
Call Detail Report	\$5.00	\$5.00

\* Service Connection charges are listed with the rates for each specific service tariffed.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.6 Restoration of Service

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

	<u>Residence</u>	<u>Business</u>
Per occasion	\$35.00	\$49.99

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#### 4. RATES AND CHARGES, (Cont'd.)

##### 4.7 Optional Calling Features

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

##### 4.7.1 Feature Descriptions

Return Call: Allows a Customer to return the most recent incoming call and, after dialing a code, hear an announcement of the last telephone number that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.

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

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

Repeat Dialing: Permits the Customer to redial automatically the last number dialed.

Three -Way Calling: Enables a customer to establish taking connection involving the customer and two other parties. The customer, by switch-hook operation, is able to place an existing call on hold and dial the telephone number of a third-party. No assurance can be given that transmission will be fully satisfactory during Three-Way Calling calls.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.7 Optional Calling Features, (Cont'd.)

## 4.7.1 Feature Descriptions, (Cont'd.)

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion. This feature may not be available with all Airespring services.

VIP Alert - Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone. This feature may not be available with all Airespring services.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.7 Optional Calling Features, (Cont'd.)

## 4.7.2 Rates

<b>FEATURE</b>	<b>Residential Charge</b>	<b>Business Charge</b>	<b>Monthly Maximum</b>
Call Tracing - per use	\$1.00	\$1.00	N/A
Repeat Dialing, (*66) - per use	\$0.75	\$0.75	\$6.00
Return Call, (*69) - per use	\$0.75	\$0.75	\$6.00
Three-way Calling - per use	\$0.75	\$0.75	\$6.00
Per Call Blocking, per use	\$0.00	\$0.00	N/A
Call Blocking, per month	\$3.00	\$3.00	N/A
VIP Alert, per month	\$3.00	\$3.00	N/A

## 4. RATES AND CHARGES, (Cont'd.)

## 4.8 Call Screening Service

## 4.8.1 Long Distance Message Restriction

Long Distance Message Restriction is an arrangement which permits a Local Exchange Service line or communications system user to dial exchange area calls, but prevents the origination of long distance calls and Audiotex calls. In addition, this arrangement denies the user access to operator assisted dialing.

Service is furnished where facilities permit.

The acceptance of incoming traffic and billing arrangements is not restricted by this arrangement.

## Rates

	<u>Nonrecurring Charges</u>	
	<u>Business</u>	<u>Residential</u>
Per individual line restricted	\$15.00	\$10.00

## 4.8.2 700/900 Call Restriction Service

The 700/900 Call Restriction Service is an arrangement which prohibits access to 700 and 900 service telephone numbers from selected Local Exchange Service lines.

Customers may elect to restrict calls to 700 service telephone numbers only, 900 service telephone numbers only or 700 and 900 service telephone numbers.

## Rates

	<u>Installation Charge</u>	
	<u>Business</u>	<u>Residential</u>
Per line arranged	\$11.00*	\$11.00*

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\* No Installation Charge applies when installed coincident with the establishment of the associated individual line. In addition, no Installation Charge shall apply for residence Customers for the initial or first-time addition on existing service of one of the 700/900 Call Restriction options.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.9 Operator Assisted Service

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

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

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

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

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

## 4.9.1 Local Usage Rates:

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer (Section 4.4).

## 4.9.2 Per Call Service Charges

Customer Dialed Calling Card	\$0.60
Station-to-Station, operator assisted	\$2.00
Station-to-Station, automated	\$2.00
Station-to-Station, operator dialed	\$2.25
Person-to-person	\$3.00

## 4. RATES AND CHARGES, (Cont'd.)

## 4.9 Operator Assisted Service, (cont'd.)

## 4.9.3 Busy Line Verification and Line Interrupt Service

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

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

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

## 4.9.4 Rates

	<u>Per call</u>
Busy Line Verification, per request	\$2.25
Emergency Interruption	\$3.00

## 4. RATES AND CHARGES, (Cont'd.)

## 4.10 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

## 4.10.1 Basic Directory Assistance

The rates specified following apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

A Customer is allowed six (6) direct dialed Directory Assistance Service calls per telephone line per month. Call allowances are not transferable between separate accounts of the same Customers.

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

Rates

A maximum of two requests will be allowed per call. Unless one of the exceptions listed above applies, the charges as shown below apply for each call, above the call allowance, made to the Directory Assistance operator including requests for listings that are nonpublished, non-listed or not found.

Per call charge for Local Directory Assistance

	<u>Residence</u>	<u>Business</u>
Direct Dialed	\$0.50	\$0.50
Placed via operator	\$0.75	\$0.90

## 4. RATES AND CHARGES, (Cont'd.)

## 4.10 Directory Assistance Services, (Cont'd.)

## 4.10.2 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances and exemptions as stated in Section 4.10.1.

Rates

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

Per call completed:       \$0.30

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4. RATES AND CHARGES, (Cont'd.)

4.10 Directory Assistance Services, (Cont'd.)

4.10.3 National 411 Service

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

No call allowances apply to National 411 Service.

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

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

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

Rates

Rate per call                      \$0.95

- 4. RATES AND CHARGES, (Cont'd.)
  - 4.10 Directory Assistance Services, (Cont'd.)
    - 4.10.4 RESERVED FOR FUTURE USE

## 4. RATES AND CHARGES, (Cont'd.)

## 4.11 Directory Listing Service

## 4.11.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

## 4.11.2 Listings

One listing, termed the primary listing is included with each Customer's service. At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The additional directory listing charge commences with the delivery date of the issue of the directory in which the listing first appears. The monthly rate for an additional listing commences the day after the directory assistance records are posted.

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

## 4. RATES AND CHARGES, (Cont'd.)

## 4.11 Directory Listing Service, (Cont'd.)

## 4.11.2 Listings, (Cont'd.)

## .1 Regular Additional Listings

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

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4. RATES AND CHARGES, (Cont'd.)

4.11 Directory Listing Service, (Cont'd.)

4.11.2 Listings, (Cont'd.)

.2 Alternate Telephone Number Listings and Night Listings

Any listed party who has made the necessary arrangements for receiving telephone calls during his absence may obtain an alternate telephone number listing such as the following:

1. If no answer call (telephone number)
2. Night calls (telephone number)
3. Night calls after 5 P.M. (telephone number)
4. Nights, Sundays and holidays (telephone number)
5. 5 P.M. to 9A.M. weekdays noon Saturday until 9 A.M. (Monday and holidays (telephone number)

.3 Duplicate Listings

In metropolitan area directories, which contain separate alphabetical lists for more than one section of the area, listings in an alphabetical list other than for the area in which the listed service is furnished, shall be considered duplicate listings.

Where identical listings of the same name involve telephone numbers for different areas of the metropolitan area, such duplicate listings may appear in each alphabetical list in which any one of the listings would normally be listed, at no additional charge.

.4 Foreign Listings

Foreign listings are listings in the alphabetical list of an exchange other than the exchange in which the listed service is furnished.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.11 Directory Listing Service, (Cont'd.)

## 4.11.2 Listings, (Cont'd.)

## .5 Nonpublished Service

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. The telephone numbers of non-published service or the name and billing address that corresponds to a non-published number may be divulged in the following two instances:

- (A) First, in the interest of public safety, where a government agency subscribes to Enhanced Universal Emergency Telephone Number Service (E911) the telephone number and address, but not the name, of a Customer with non-published service will be displayed when that Customer dials 911 to a government employee at a console at a Public Safety Answering Point for dispatch of emergency service.
- (B) Second, the billing name and address that correspond to a nonpublished telephone number will be furnished to a subscriber to Billing Name and Address (BNA) Service if the Customer with the nonpublished service makes a call that uses the service of the BNA subscriber.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.11 Directory Listing Service, (Cont'd.)

## 4.11.2 Listings, (Cont'd.)

## .5 Nonpublished Service, (Cont'd.)

Incoming calls to non-published service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

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

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

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4. RATES AND CHARGES, (Cont'd.)

4.11 Directory Listing Service, (Cont'd.)

4.11.2 Listings, (Cont'd.)

.6 Nonlisted Service

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

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

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

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

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

.7 Toll-Free Directory Listing

Where available, a listing which references the Toll Free Number for a Business customer will be made available. A one-time charge per toll-free number applies to set up this listing.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.11 Directory Listing Service, (Cont'd.)

## 4.11.2 Listings, (Cont'd.)

## .8 Straight Line Under Directory Listings

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

## .9 Captions and Subcaption Directory Listings

Two or more business listings may be placed under a caption consisting of the name of the customer or of any of the parties which the customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more subcaptions may be furnished under a caption, each subcaption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.11 Directory Listing Service, (Cont'd.)

## 4.11.3 Rates and Charges

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings, each	\$2.00
Nonlisted Service, per listing	\$2.00
Nonpublished Service, per line	\$2.00
Toll-Free Directory Listings, each	
Residential Customer	N/A
Business Customer	\$15.00
Straight Line Under Listings	
Residential Customer, each	N/A
Business Customer	\$2.00
Captions and Subcaptions Listings	
Residential Customer, each	N/A
Business Customer	\$2.00

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 4.5.5 of this tariff.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.12 Intercept Referral Service

## 4.12.1 Number to Number Intercept Referral Service

Number to Number Intercept 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, Centrex or Direct Inward Dial line number. This service provides an extended referral to business Customers beyond the basic referral period. This service is subject to the availability of facilities. The minimum period for this service is one month, and the maximum period for Residential Customers is one year. Business Customers are restricted to a minimum of one month and a maximum of three months of service.

Rates

The following rates apply to both Residence and Business Customers. Service is billed in advance as a one-time charge on the final bill for that number and is based on the length of time service is requested.

Customer requests for termination of this service prior to the agreed upon termination date will be honored, and credit/reimbursement arrangements are available for the unused portion of service. However, Customers are responsible for the one-month minimum charge, and the monthly charge for each full or partial subsequent month that service was provided. Billing is based on an entire month of service. Partial month adjustments are not available.

	<u>Per Month</u>
Rate, per line referred	\$5.00

## 4. RATES AND CHARGES, (Cont'd.)

## 4.12 Intercept Referral Service, (Cont'd.)

## 4.12.2 Mover Intercept Service

Mover Intercept Service provides intercept arrangements that offer recorded announcements and/or transfer of calls for a time period specified by Customers when they permanently disconnect, temporarily suspend, or change their line numbers. This service is provided where facilities are available. Service is provided in consecutive months of service. Customers may designate only one telephone number for use as the referral number. Both the intercepted and referral telephone numbers must be within the same LATA. Customers who permanently disconnect their line number(s) and terminate their account must acquire third party (Customer who will receive the referred calls) consent and acceptance of any usage charges prior to purchasing this service. The following options are available:

Call Direct: Provides to the caller of a disconnected, temporarily suspended, or changed line number an automatic call transfer to the referral number, without an announcement of the referral number.

Call Direct Plus: Provides a recorded announcement to give the caller of a disconnected, temporarily suspended or changed line number, the number's status and the referral number before transferring the call to the referral number.

Call Messenger: Provides a recorded announcement to give the caller of a disconnected, temporarily suspended, or changed line number, the number's status, the Customer's name, the Customer's new address, and the referral number.

Call Messenger Plus: Provides a recorded announcement to give the caller of a disconnected, temporarily suspended, or changed line number, a Call Messenger announcement before transferring the call to the referral number.

## 4. RATES AND CHARGES, (Cont'd.)

## 4.12 Intercept Referral Service, (Cont'd.)

## 4.12.2 Mover Intercept Service, (Cont'd.)

Rates

The charge for this service is based on the duration of service requested per line number and will appear on the Customer's final bill for that number. Usage charges, either local or toll, resulting from the transfer of calls will appear on the monthly bill relating to the referral number and will be payable by the consenting third party. Local usage charges and toll charges, if applicable, will be payable by the consenting third party.

Customer requests for termination of this service prior to the agreed upon termination date will be honored, and credit/reimbursement arrangements are available for the unused portion of service. However, Customers are responsible for the one-month minimum charge, and the monthly charge for each full or partial subsequent month that service was provided. Billing is based on an entire month of service. Partial month adjustments are not available.

	<u>Per Line, Per Month</u>
Call Direct	
Residence	\$ 9.00
Business	\$15.00
Call Direct Plus	
Residence	\$ 9.50
Business	\$17.50
Call Messenger	
Residence	\$20.00
Business	\$20.00
Call Messenger Plus	
Residence	\$21.00
Business	\$25.00

## 5. INTRALATA TOLL PRESUBSCRIPTION

### 5.1 General

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

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

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

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

## 5. INTRALATA TOLL PRESUBSCRIPTION, (Cont'd.)

## 5.2 Presubscription Charge Application

## 5.2.1 90-Day Initial Free Presubscription choice for Existing Users

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

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

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

Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7 following.

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5. INTRALATA TOLL PRESUBSCRIPTION, (Cont'd.)

5.2 Presubscription Charge Application, (Cont'd.)

5.2.2 Initial Free Presubscription Choice for New Users

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

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

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

Following 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 following.

## 5. INTRALATA TOLL PRESUBSCRIPTION, (Cont'd.)

## 5.2 Presubscription Charge Application, (Cont'd.)

## 5.2.3 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new Customers, as specified above, or existing Customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.7.

## 5.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP

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

5. INTRALATA TOLL PRESUBSCRIPTION, (Cont'd.)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")

5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

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

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

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5. INTRALATA TOLL PRESUBSCRIPTION, (Cont'd.)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure"), (Cont'd.)

5.3.2 Verification of Orders for Telemarketing

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

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

## 5. INTRALATA TOLL PRESUBSCRIPTION, (Cont'd.)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")  
(Cont'd.)

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

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

## 5.4 PIC Switchback Options

## 5.4.1 Customer denies requesting change of ITP.

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

- .1 Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- .2 Instituting steps to obtain verification of orders submitted to the Company.

In addition, the end user has the option of initiating a complaint to the FCC or the Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Maryland Public Service Commission, 16th Floor, 6 St. Paul Street, Baltimore, MD 21202, or by calling toll free on 1-800-492-0474 or by calling the office of External Relations on 410-767-8028.

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5. INTRALATA TOLL PRESUBSCRIPTION, (Cont'd.)

5.4 PIC Switchback Options, (Cont'd.)

5.4.2 Customer requests Switchback to Previous ITP PIC.

When the Telephone Company is notified via a call from the Customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Telephone Company will change the Customers ITP to the previous PIC. The Customer will be billed the PIC charge as specified in 5.7.

5.5 IntraLATA Preferred Carrier Freeze Selection

The Company will offer (or offers) a preferred carrier freeze option to all Customers on a nondiscriminatory basis regardless of the Customer's carrier selection at no charge (or specify charge) to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end users request a change in carrier.

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

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

## 5. INTRALATA TOLL PRESUBSCRIPTION, (Cont'd.)

## 5.5 IntraLATA Preferred Carrier Freeze Selection, (Cont'd.)

## 5.5.1 Marketing of PIC Freeze Option

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

## 5.6 Informational Notice to Customers

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

## 5.7 Rates and Charges

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

6. LONG DISTANCE SERVICES

6.1 General

Customers may subscribe to intraLATA and interLATA long distance services by the Company. Such services are described in the Company's Maryland Tariff No. 1.

7. ACCESS SERVICES

7.1 General

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

## 8. SPECIAL ARRANGEMENTS

### 8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICBs will be filed with the Communications Division of the Commission.

### 8.2 Contract Service Arrangements

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

## 9. PROMOTIONAL OFFERINGS

## 9.1 Special Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offer. At the Company's option, a letter outlining the promotion may be filed with the Commission Staff in lieu of filing language in the tariff.