

Tariff Schedule Applicable to Non-Facilities Based Private Line
Telecommunications Services Furnished by
Intellextrace Inc.
Between Points Within the State of Maryland

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.A
 - 2.1.1.1.A.1
 - 2.1.1.1.A.1.(i)
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

Sheets 1 through **35** inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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1 GENERAL

1.1 Explanation of Symbols

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

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business customers.
- 1.2.3 The Company's service territory is statewide.

1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Intellectrace Inc.
- 1.3.2 "Commission" means the Maryland Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 Intelletrace Inc. is a reseller of telecommunication data services provided only to businesses.

2.2 Obligations of the Customer

- 2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when

authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

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

2.3.2 Service Irregularities

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

2.3.3 Claims of Misuse of Service

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

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

2.3.4 Defacement of Premises

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

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

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

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

2.3.6 Service at Outdoor Locations

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

2.3.7 Warranties

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

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

2.3.8 Limitation of Liability

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

2.4 Application for Service

2.4.1 Minimum Contract Period

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new 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 charges and installation charges incurred for the use of such service and equipment.
- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

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

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

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

2.5 Payment for Service

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

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

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

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

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

2.6 Customer Deposits

- 2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.
- 2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- 2.6.2.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
 - 2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - 2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
 - 2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3 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.
- 2.6.4 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) as appropriate.

2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 15 days of the billing invoice date in the case of all

non-residential customers in accordance with COMAR Section 20.30.03.01B.

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 toll free number **1-800-618-5877** for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

2.9 Allowance for Interruptions in Service

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

2.10 Taxes and Fees

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

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

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

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

Reserved for Future Use.

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 non-recurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.14 Termination of Service

2.14.1 Denial of Service Without Notice

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

2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.

- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
 - 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
 - 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
 - 2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.
- 2.14.2. Denial of Service Requiring Notice
- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
 - 2.14.2.1.A. Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
 - 2.14.2.1.B. Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
 - 2.14.2.1.C. Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
 - 2.14.2.1.D. Non-payment of Bill.

- 2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
- 2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
- 2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
- 2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 2.14.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

2.14.3 Insufficient Reasons for Denial of Service

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

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

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

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

2.14.3.1.D Failure to pay directory advertising charges;

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

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

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

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

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

- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or

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

2.14.3.2 This regulation applies to nonresidential classes of service.

PROVISION OF SERVICE AND FACILITIES

2.15 Unlawful Use of Service

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

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

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

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

2.16 Interference with or Impairment of Service

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

2.17 Telephone Solicitation by Use of Recorded Messages

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

2.18 Incomplete Calls

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

2.19 Overcharge/Undercharge

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

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

3 DESCRIPTION OF SERVICES

3.1 Trial Services

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

3.2 Promotional Offerings

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

The Company may file a promotional offering on one days notice to the Commission.

3.3 Individual Case Basis (“ICB”) Offerings

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

3.4 Customized Pricing Arrangements (“CPAs”) Offerings

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

3.5 Private Line Services

3.5.1 A dedicated line that provides the ability to have a constant transmission path from Point A to Point B.

4 RATES AND CHARGES

4.1 Private Line Services

4.1.1 Explanation of Abbreviations of Technical Terms Used in this Tariff

4.1.1.1 DS-1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data have a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8-Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS-1 Service has the equivalent capacity of 24 Voice Grade or S0 services.

4.1.1.2 DS-3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS-1 Services.

4.2 Expedited Due Date Service

4.2.1 General

Upon acceptance of the customer's application for service, the Company will notify the customer of the time frame in which service will be installed. When a customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an expedited due date is met by the Company.

4.2.2 Limitation of Liability

The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

4.2.3 Description of Charges

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The Company reserves the right to assess any documented charges from a third party that are directly associated with the customer's request to expedite the service order.

Expedited Due Date Charge

	Non-Recurring Charge	
	Minimum	Maximum
Per DS-1	\$1,500	\$3,000
Per DS-3	\$1,500	\$3,000

4.3 Modification of Service Order

If the customer requests a change in the service order (excluding requests to expedite the due date as provided in 4.2 of this Tariff), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges. The Company reserves the right to assess any documented charges from a third party that are directly associated with the customer's request to modify the service order.

	Non-Recurring Charge	
	Minimum	Maximum
Order Modification Charge	\$1,500	\$3,000

4.4 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to request by customers of the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to the customers pursuant to a contract.

Competitive Discounts are available to customers purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly-situated customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the customer is located; (2) the horizontal and vertical distance from the central office to the customer's premises; (3) the availability and location of the network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms.

4.5 Cancellation of Service Order

If the customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the customer's request to cancel the service order.

	<u>Non-Recurring Charge</u>	
	Minimum	Maximum
Order Cancellation Charge, Per Circuit or 25% of the monthly recurring rate for the cancelled circuit whichever is higher	\$1,500	\$5,000

4.6 Rate Regulations

4.6.1 Actual rates for services are provided in the Rate Schedule at the end of this Tariff.

4.6.2 Flexible Pricing

4.6.2.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for dedicated services. The Company may change a specific rate within the range of the established minimum and maximum rates.

4.6.2.2 Conditions

4.6.2.2.A The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Schedule with the Commission.

4.6.2.2.B Customer notification of rate change shall be in accordance with Commission regulations. Where there are no regulations,

notification will be made in a manner appropriate to the circumstances involved.

4.6.3 A rate shall not be changed unless it has been in effect for at least thirty (30) days.

4.6.4 A customer can request that the Company disconnect service that is provided under the Flexible Pricing plan due to a price increase. The customer will be credited for the difference between the new price and the old price retro-active to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within ten (10) days of receiving notification of the price increase.

4.7 Service Calls

When a customer reports trouble to the Company for clearance and no trouble is found in the facilities, the customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the customer premise until the work is completed.

4.8 Digital Transmission Services

4.8.2 Non-recurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Typically, three (3) standard rate elements are used in calculating the monthly recurring rate for each service.

4.8.3 Local Distribution Channel (LDC): This rate element applies to each end-point of a digital channel.

4.8.4 Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the end-points of the channel are located in geographic areas normally serviced out of separate telephone company end offices.

4.8.5 Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two telephone company end offices that normally serve the geographic areas in which the end-points of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method. Fractions of a mile are rounded up to the next whole mile before rates are applied.

4.9 DS1 Service

DS1 Service is for the transmission of synchronous serial data at 1.544 Mbps.

4.9.1 DS1 Service Rates

Rate Elements	Monthly Rate	
	Minimum	Maximum
Local Distribution Channel (LDC)	\$300	\$600
Interoffice Channel Mileage (Fixed)	\$450	\$900
Interoffice Channel Mileage (Per Mile)	\$25	\$50
	Non-Recurring Charge	
	Minimum	Maximum
First LDC	\$1,000	\$2,000
Additional LDCs	\$500	\$1,000

4.9.2 Service Discount Plan

Commitment Period	Discount
3 years	10%
5 years	N/A
7 years	N/A

4.10 DS3 Service

DS3 Service is for transmission of synchronous serial data at 44.736 Mbps or higher.

4.10.1 DS3 Service Rates

Rate Element	Monthly Rate	
	Minimum	Maximum
Local Distribution Channel (LDC)	\$3,000	\$6,000
Interoffice Channel Mileage (Fixed)	\$5,000	\$10,000
Interoffice Channel Mileage (Per Mile)	\$100	\$200
	Non-Recurring Charge	
	Minimum	Maximum
First LDC	\$3,000	\$6,000
Additional LDCs	\$2,000	\$4,000

4.10.2 Individual case basis pricing will be used for services above DS3 level.

4.10.3 Service Discount Plan

Commitment Period	Discount
3 years	10%
5 years	N/A
7 years	N/A

4.11 Critical Facilities Administration Service

4.11.1 General Description of Service

Critical Facilities Administration Service (CFAS) provides physical route information to customers with Telecommunications Service Priority (TSP) qualified circuits, provided by the Company. The customer may request an enhance design layout record or may request a schematic/map layout (Circuit Layout Record). Request must be made in writing by authorized personnel. If the Company is acting as the Prime Contractor, the Company will obtain the physical routing information for their portion of the qualified circuit from its subcontractors.

4.11.2 Customer Obligations

4.11.2.1 Customers' circuits must be federally registered as TSP circuits.

4.11.2.2 Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

4.11.2.3 Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential.

4.11.3 Obligations of the Company

4.11.3.1 The Company will maintain data relative to that customer's subscribed circuits and restrict access by other customers.

4.11.3.2 The Company will identify the physical path of each subscribed circuit for each customer so it allows the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.

4.11.3.3 The Company will maintain facilities associated with subscribed circuits in such a manner as to ensure that the customer is notified of any change in the physical routing of its subscribed circuit(s).

4.11.3.4 The Company will make available physical path information for newly provisioned subscribed circuits to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing TSP circuits.

4.11.3.5 If customer has previously obtained documentation as the physical path of a subscribed circuit, the Company will provide at least 24-hour advance notification to the customer of any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit. Communications regarding unplanned activity will be provided within 24 hours following the change.

- 4.11.3.6 The Company will make available updated information regarding the revised physical path of subscribed circuits to the customer within 5 business days following planned actions, and within 15 business days following unplanned activities.
- 4.11.3.7 For circuits provided in concert with other carriers, the Company, when acting as the Prime Contractor will obtain and forward information regarding the connecting carrier's portion of the physical path of the subscribed circuit to the customer as expeditiously as possible.
- 4.11.3.8 Provision of CFAS will be suspended in the instance of a major telephone outage. Once subscribed circuits are restored to service, the Company will make updated physical path information available to the customer within ninety days of the restoration of service.
- 4.12 Minimum / Maximum Rates and Charges

4.12.1 Enhanced Design Layout Record (Circuit Layout Record)

	<u>Non-Recurring Charge</u>	
	Minimum	Maximum
Per circuit	\$25	\$100

4.12.2 Hourly Charges

Rates for a schematic map layout reflect the hourly rate that will be charged to the CFAS subscriber per circuit subscribed. The Company will give the customer a good faith estimate of the time needed to perform the requested service. The customer will be billed those charges, along with the tariffed rates established by any connecting carrier for the service.

	<u>Non-Recurring Charge</u>	
	Minimum	Maximum
Per hour	\$32	\$94

4.13 Individual Case Basis Arrangements

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariff, charges will be determined on an Individual Case Basis (ICB). ICB arrangements will be made available whenever volume discounts or other specialized pricing factors require an individually negotiated contract, or when a customer orders four (4) or more circuits from the Company.

4.14 Service and Promotional Trials

4.14.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges to introduce present or potential customers to a service not previously subscribed to by the customer.

4.14.2 Regulations

4.14.2.1 Appropriate notification of the Trial will be made to all eligible customers and to the Commission.

4.14.2.2 During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.

4.14.2.3 During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the services in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period their service was in place. At the end of the trial, customers that do not contact the Company to request that the service be disconnected will be billed for the service.

- 4.14.2.4 Customers can subscribe to any service listed as part of a Promotional Trial. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- 4.15 Special Construction
- 4.15.1 Basis for Rates and Charges
- Rates and charges for special construction will be based on the costs incurred by the Company and may include: (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.
- 4.15.2 Basis for Cost Computation
- The cost may include one or more of the following items to the extent that they are applicable:
- 4.15.2.1 Cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
- 4.15.2.1.A equipment and materials provided or used,
 - 4.15.2.1.B engineering, labor and supervision,
 - 4.15.2.1.C transportation, and
 - 4.15.2.1.D rights-of-way;
- 4.15.2.2 Cost of maintenance;
- 4.15.2.3 Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4.15.2.4 Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 4.15.2.5 License preparation, processing and related fees;
- 4.15.2.6 Tariff preparation, processing and related fees;
- 4.15.2.7 Any other identifiable costs related to the facilities provided; or
- 4.15.2.8 An amount for return and contingencies.

4.15.3 Termination Liability

- 4.15.3.1 To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- 4.15.3.2 The termination liability period is the estimated service life of the facilities provided.
 - 4.15.3.3 The amount of the maximum termination liability is equal to the estimated amounts for:
 - 4.15.3.3.A Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage.

 - 4.15.3.3.B Cost installed including the cost of:
 - 4.15.3.3.B.1 equipment and materials provided or used,
 - 4.15.3.3.B.2 engineering, labor and supervision,
 - 4.15.3.3.B.3 transportation, and
 - 4.15.3.3.B.4 rights-of-way;
 - 4.15.3.3.B.5 license preparation, processing, and related fees;
 - 4.15.3.3.B.6 tariff preparation, processing, and related fees;
 - 4.15.3.3.B.7 cost of removal and restoration, where appropriate; and
 - 4.15.3.3.B.8 any other identifiable costs related to the specially constructed or rearranged facilities.

- 4.15.4 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for returns and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage for the reuse of the facilities. This product is adjusted to reflect applicable taxes.

