

ACCESS SERVICES TARIFF

Tariff Schedule Applicable to
Intrastate Access Service
Telecommunications Services Furnished by
Broadvox-CLEC, LLC
Between Points Within the State of Maryland

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Kyle V. Bertrand, Vice President of Network Operations
75 Erieview Plaza, Suite 400
Cleveland, OH 44114

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ACCESS SERVICES TARIFF

TARIFF FORMAT

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

ACCESS SERVICES TARIFF

CHECK SHEET

Sheets 1 through 21 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Revision</u>	
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ACCESS SERVICES TARIFF

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 carrier Customers. **(Z)**
- 1.2.3 The Company's service territory is consistent with the local calling areas and exchange areas listed in Verizon's tariff.

ACCESS SERVICES TARIFF

1 GENERAL (CONT'D.)cont'd.)

1.3 Definitions

- 1.3.1 “Carrier,” “Company” or “Utility” refers to Broadvox-CLEC, LLC.
- 1.3.2 “Commission” means the Maryland Public Service Commission.
- 1.3.3 “Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 “Residential” Customer is a Customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other Customers are non-residential Customers.
- 1.3.6 “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.8 "Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

(Z)
|
(Z)

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

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

 ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company offers local exchange, long distance and switched access telecommunications services to residential and business Customers in the local exchange service areas of Verizon as specified in Verizon's tariff. (Z)

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for: (Z)

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. (Z)
|
(Z)

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. (Z)

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. (Z)

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. (Z)

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. (Z)

ACCESS SERVICES TARIFF

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: **(Z)**
- 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 **(Z)**
(Z)
- 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. **(Z)**
- 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. Customer agrees to indemnify, defend and hold Company harmless from any and all claims to the extent they arise from Customer's violation of this Section 2.2.3. **(Z)**
(N)
(N)
- 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. **(Z)**
(Z)
(Z)

 ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

2.2 Obligations of the Customer (Cont'd.)

2.2.6 Identification and Rating of VoIP-PSTN Traffic

A. Scope

1. VoIP-PSTN traffic is defined as traffic exchanged over the public switched telephone network (“PSTN”) facilities that originate from a Customer’s end user and/or is terminated by the Company in Internet protocol (“IP”) format. This section governs the identification of toll VoIP-PSTN (“toll VoIP”) traffic that in the absence of an interconnection agreement will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC No. 11-161 released (Nov. 18, 2011) (“FCC Order”) as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing toll VoIP traffic from the Customer’s total intrastate access traffic, so that toll VoIP traffic will be billed in accordance with the FCC Order. Nothing in this section will supersede any current interconnection agreement governing the identification and rating of VoIP-PSTN traffic. (Z)
2. This section will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with the FCC Order. (Z)

 ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

2.2 Obligations of the Customer (Cont'd.)

2.2.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

B. Rating of Toll VoIP-PSTN traffic

The Company will bill toll VoIP-PSTN traffic which it identifies in accordance with this tariff section at rates equal to the Company's applicable tariffed interstate switched access rates.

C. Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of toll VoIP traffic minutes of use ("MOU") to which it will apply its interstate rates under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor, which in turn will be based on a PVU-C factor and a PVU-T factor. The PVU will be derived and applied as follows:

1. For the period from December 29, 2011 through July 12, 2012, and for the period on and after July 1, 2014:

- a. The Customer will calculate and furnish to the Company a factor ("PVU-C"), along with supporting documentation, representing a whole number percentage based on (a) total intrastate traffic originated in IP format and delivered to the Company in the State; or (b) total intrastate traffic received from the Company and terminated in IP format in the State, divided by the Customer's total intrastate access MOU exchanged with the Company in the State. (Z)
- b. The Company will, likewise, calculate a factor ("PVU-T"), representing the whole number percentage of the Company's total intrastate access MOU in the State that the Company originates or terminates on its network in IP format, and will begin applying those PVU-T factors to the calculation of the PVU factor as of December 29, 2011 and July 1, 2014, respectively. (Z)

ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

2.2 Obligations of the Customer (Cont'd.)

2.2.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

C. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd.)

2. For the period from July 13, 2012 through June 30, 2014:

- a. The Customer will calculate and furnish to the Company a factor (“PVU-C”), along with supporting documentation, representing a whole number percentage based on the Customer’s total intrastate traffic originated in IP format and delivered to the Company in the State divided by the Customer’s total intrastate access MOU exchanged with the Company in the State. (Z)
- b. The Company will, likewise, calculate a factor (“PVU-T”), representing the whole number percentage of the Company’s total intrastate access MOU in the State that the Company terminates on its network in IP format, and will begin applying the PVU-T factor to the calculation of the PVU factor as of July 13, 2012. (Z)

3. The PVU-C and supporting documentation shall be based on information that is verifiable by the Company including but not limited to the number of the Customer’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477, including all VoIP subscriptions regardless of technology), traffic studies, actual call detail, or other relevant and verifiable information. The Customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic. (Z)

4. After the Company verifies the PVU-C provided by the Customer the Company will use the PVU-C and PVU-T factors to calculate a PVU factor representing the percentage of toll VoIP traffic to be applied to total terminating and originating intrastate access MOU, as specified above. The PVU factor will be calculated as the sum of: (a) the PVU-C factor and (b) the PVU-T factor times (1.0 minus the PVU-C factor). (Z)

Example 1: For August 2012, the PVU-T is 5% and PVU-C is 10%. The PVU factor is equal to $10\% + (5\% \times 90\%) = 13\%$. The Company will bill 13% of the Customers terminating intrastate access MOU at its applicable tariffed interstate terminating rates. (Z)

ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

2.2 Obligations of the Customer (Cont'd.)

2.2.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

C. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd.)

4. (Cont'd.)

Example 2: For August 2014, the PVU-T is 0% and PVU-C is 5%. The PVU factor is equal to $5\% + (0\% \times 95\%) = 5\%$. The Company will bill 5% of the Customer's intrastate access MOU at its applicable tariffed interstate originating or terminating rates. (Z)

Example 3: For a period after December 29, 2011 and prior to July 13, 2012, if the PVU-T or the PVU-C is 100%. No matter what the other factor is, the PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU at its applicable tariffed interstate originating or terminating rates. (Z)

D. Initial PVU-C and PVU-T Factors

For the periods from December 29, 2011 to July 12, 2012 and from July 13, 2012 to June 30, 2014, in calculating the initial PVU-C and PVU-T factor(s), the Company will take the factor(s) provided by the Customer and/or developed by the Company into account retroactively to December 29, 2011 or July 13, 2012, respectively, provided that the factor(s) and supporting documentation are provided as specified in subsection (C) above to the Company no later than 15 days after the effective date of this tariff. Within 15 days of receiving the Customers PVU-C factor the Company will verify and either request additional information or apply the PVU-C and associated Company developed PVU-T. At the same time the Customer submits the PVU-C factor the Customer may request from the Company notification of the calculated PVU-T factor, which will be provided by the Company within 15 days of request. If the Customer does not furnish the Company with a PVU-C factor pursuant to the preceding subsection (C), the initial PVU-C factor will be zero. For the period on and after July 1, 2014 the PVU-C factor must be submitted by June 1, 2014. (Z)

 ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

2.2 Obligations of the Customer (Cont'd.)

2.2.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

E. PVU-C and PVU-T Factor Updates

The Customer may update the PVU-C factor semi-annually using the method set forth in subsection (C), above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January and/or July of each year, a revised PVU-C factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. If the Customer submits a PVU-C factor update the Company will, within 15 days of receipt of such request, calculate an updated PVU-T factor. Within 15 days of receiving the Customer's revised PVU-C factor the Company will verify and either request additional information or apply the PVU-C and associated Company developed PVU-T. Once verified by the Company the revised PVU-C factor along with the revised Company developed PVU-T will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

F. PVU-C and PVU-T Factor Verification

In the event the Company cannot verify the PVU-C, the Company will request additional information to support the PVU-C, during this time no changes will be made to the existing PVU-C. The Customer shall supply the requested additional information within 15 days of the Company's request or no changes will be made to the existing PVU-C. Likewise the Customer may ask the Company to verify the PVU-T factor and the calculation of the PVU factor. The Company shall supply the requested information within 15 days of the Customer's request. If after review of the additional information, the Customer and Company establish a revised and mutually agreed upon PVU-C and/or PVU-T factor, the Company will begin using the new factor(s) with the next bill period. If the dispute is unresolved the Customer or Company may request that verification audits be conducted by an independent auditor, at the requesting party's sole expense. During the audit, the most recent undisputed PVU-C and/or PVU-T factor will be used by the Company. Upon completion of the audit the findings of the independent auditor will be applied retroactively to the date the PVU-C and/or PVU-T was submitted.

ACCESS SERVICES TARIFF

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: **(Z)**

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. **(Z)**
(Z)

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. **(Z)**
(Z)

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. **(Z)**
(Z)
(Z)

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. **(Z)**

ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

2.3 Liability of the Company (Cont'd.)

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. (Z)

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. (Z)

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. (Z)

ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

2.3 Liability of the Company (Cont'd.)

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 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. (Z)

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. (Z)

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. (Z)

ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

2.4 Application for Service (Cont'd.)

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. (Z)

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 COMAR 20.45.04.05 through 20.45.04.07. (Z)

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. (Z)

 ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

2.5 Payment for Service

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. (Z)

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

2.5.4 The Company will not collect attorney fees or court costs from Customers. (Z)

2.6 Allowance for Interruptions in Service

2.6.1 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.

2.7 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. (Z)

ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

PROVISION OF SERVICE AND FACILITIES

2.8 Unlawful Use of Service

2.8.1 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: (Z)

2.8.1.1 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 (Z)

2.8.1.2 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.

2.8.2 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 restoration of service charges and other applicable service charges, the Company shall promptly restore such service. (Z)

2.9 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. (Z)

ACCESS SERVICES TARIFF

2 RULES AND REGULATIONS (CONT'D.)

2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 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.

2.11 Overcharge/Undercharge

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

2.11.2 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

(Z)
(Z)

ACCESS SERVICES TARIFF

3 DESCRIPTION OF SERVICES

3.1 Individual Case Basis (“ICB”) Offerings

3.1.1 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 the 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.

(Z)
(Z)

3.2 Application of Access Charges to Toll VoIP-PSTN Access Traffic

The Company shall assess and collect switched access rate elements under this price list for access services, regardless of whether the Company itself delivers such traffic to the called party’s premises or delivers the call to the called party’s premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

ACCESS SERVICES TARIFF

4 RATES AND CHARGES

4.1	Switched Access Charges		
4.1.1	Dedicated Multiplexing	<u>NRC</u>	<u>Monthly</u>
		\$1.00	\$900.00
4.1.2	Dedicated Trunk Port Per DS1		\$270.00
4.1.3	Dedicated Tandem Trunk Port Per DS1		\$300.00
4.1.4	Tandem Switching per minute of use		\$0.0015740
4.1.5	Tandem Switched Transport - Termination Per minute of use		\$0.0000000
4.1.6	Tandem Switched Transport – Facility Per minute of use per mile		\$0.0000020
4.1.7	Common Transport Multiplexing (DS3/DS1) Per minute of use		\$0.0000000
4.1.8	Common Trunk Port Per originating minute of use Per terminating minute of use		\$0.0016880 \$0.0000000
4.1.9	Local Switching Per originating minute of use Per terminating minute of use		\$0.0024060 \$0.0000000
4.1.10	Composite Terminating End Office Charge (CTEOC) Per terminating minute of use		\$0.0007000 (R)

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Mary Buley, Senior Regulatory Manager
75 Erieview Plaza, Suite 400
Cleveland, OH 44114

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