

Tariff Schedule Applicable to
Access
Telecommunications Services Furnished by
Neutral Tandem-Maryland, LLC
Between Points Within the State of Maryland

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Richard Monto, General Counsel
Neutral Tandem-Maryland, LLC
One South Wacker Drive, Suite 200
Chicago, IL 60606

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TARIFF FORMAT

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

 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.

PAGE	REVISION		PAGE	REVISION	
1	First		17.4	First	
2	First		17.5	First	
3	Tenth	*	17.6	First	
4	First		17.7	First	
5	First		17.8	First	
6	Second		17.9	First	
7	First		17.10	First	
8	First		17.11	First	
9	First		18	Third	
10	First		18.1	Fourth	*
11	First		18.2	Fifth	
12	First		19	First	
13	First		20	First	
14	First		21	Original	
15	Second				
16	First				
16.1	First				
16.2	First				
17	First				
17.1	First				
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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 Company's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff. (T)
- 1.2.2 The Company's services are available to business customers.
- 1.2.3 The Company's service territory is statewide. Calling areas are consistent with Verizon Maryland's tariff.

1.3 Definitions

- 1.3.1 “Company” or “Utility” refers to Neutral Tandem-Maryland, LLC. (D)
- 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 Company under this tariff. (T)
- 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 “Meet Point Billing” means the Terminating Carrier and the Company will bill their respective portions of the charges directly to the Originating Carrier.
- 1.3.9 “Interconnected Carrier (IC) or Interconnected Telecommunications Carrier” means a Carrier or Telecommunications Carrier connected to the Company. (N)
- 1.3.10 “Originating Carrier” means a carrier originating a call from an End User.
- 1.3.11 “Terminating Carrier” means the carrier terminating a call to an End User.
- 1.3.12 “Non-Carrier” means any individual, partnership, association, joint-stock company, trust, governmental entity or corporation which has not been explicitly classified as a Telecommunications Carrier by the Federal Communications Commission.
- 1.3.13 “Carrier” or “Telecommunications Carrier” means any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in communication by wire or radio; provided that where the defined term “Non-Carrier” is used in this tariff, the entity will not be considered a Telecommunications Carrier. (N)

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

Applicant intends to offer dedicated private line interexchange and local exchange telecommunications services on a facilities-based and resale basis. The Company will market to large business customers including ILECs, CLECs, ISPs, paging, cellular, and cable companies. The Company will not be marketing to residential or small businesses, but primarily other carriers.

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.

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- 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.

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- 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 residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, 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 The Company will not collect attorney fees or court costs from customers.

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 Company agrees to abide by the regulations associated
(T)
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.

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:
- 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
- 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 restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.9 Interference with or Impairment of Service

- 2.9.1 The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- 2.9.2 Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.6 is not applicable.

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.

2.12 Reserved for Future Use

2.13 Non-Authorized Traffic

Customers agree Non-Authorized Traffic (i.e., traffic that is not Transit and Access traffic), including 911, 411, 976, directory assistance, and O+ operator services local calls. Company will block any Non-Authorized Traffic sent to the Company switches and will have no obligation to carry such traffic. Customer will not send to the Company local traffic that is destined for the network of a third party carrier unless Customer has the authority to exchange traffic with that carrier.

2.14 Refusal and Discontinuance of Service

- (A) Unless the provisions of 2.9.2 apply, if a customer fails to comply with the provisions of this Tariff or other requirements agreed to by the customer, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by receipted delivery to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer and/or discontinue the provision of services at any time thereafter. The Company reserves the right to refuse service to any carrier whose use or continued use of the Service would be materially adverse to the interest of the Company or Interconnected Carriers. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service by the non-complying customer without further notice.

- (B) If the Company discontinues service, it will no longer route any traffic that uses the customer's Carrier Identification Code (CIC), Local Routing Number (LRN), carrier owned NPA-NXX or any other element used to route traffic. In the case of such discontinuance, all applicable charges, including termination charges, if any, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the non-complying customer without further notice.

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.

3.2 Tandem Service

3.2.1 Tandem Services are comprised of Transit and Access Services.

3.2.2 All facilities installed for provisioning Tandem Services are bi-directional, two-way in nature, unless expressly agreed to by the Company. Customer ordering Tandem Services agrees to accept additional facilities to accommodate traffic volume at reasonable fill rates.

3.2.3 Customer must be authorized to send traffic to third party Interconnected Telecommunications Carriers prior to delivering traffic to such parties using the Tandem Service.

3.2.4 In the event Customer sends traffic through the Company to a Carrier with whom Customer does not have a traffic exchange agreement, Customer will indemnify the Telephone Company against any and all charges levied by such third party carrier, including any charges related to such traffic and any attorneys fees and expenses.

3.2.5 The Company will bill its respective portion of the charges directly to the Customer and will not function as a billing intermediary (e.g., clearinghouse).

3.2.6 The Terminating Carrier shall not bill the Company for terminating any Tandem Service traffic, whether identified or unidentified (i.e., whether the Company is sent CPN or is not sent CPN by the Originating Carrier).

3.2.7 For Access traffic routed from or to Non-Carriers, the Company will function as an End Office provider rather than as an Access Tandem provider.

(N)

(N)

(T)

(N)

(N)(D)

3.3 Transit Service

3.3.1 Transit Service allows an Originating Carrier to send all Section 251 (b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic (not delivered via IXC), and/or CMRS IntraMTA Traffic to a Terminating Carrier through the Telephone Company tandem. A Transit rate element applies to all MOUs transmitted over the Telephone Company network. The Originating Carrier is responsible for payment of the appropriate rates unless otherwise specified. Transit Service does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services. Notwithstanding any other provision, Customer appoints Telephone Company to act on its behalf for the limited purpose of establishing arrangements for the termination of Transit Traffic to Terminating Carriers. This authority is limited to the establishment of the technical and operational aspects of such arrangements.

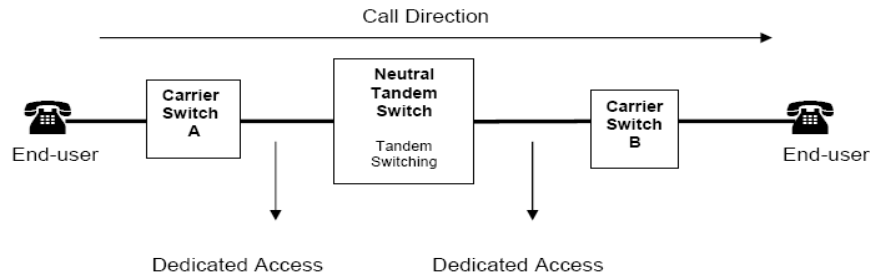
(M,C)

At the request of the Customer, Telephone Company will provide electronic terminating Transit billing records to the Customer to assist in their billing process. The records will be provided in standard EMI format and will be delivered to the Customer either weekly or monthly utilizing an electronic delivery method negotiated on a case by case basis. Rates are listed in section 4.1.

(N)(M,C)

3.3.2. Transit Diagram

Carrier Switch A is the Originating Carrier
 Carrier Switch B is the Terminating Carrier



(N)

3.3.3 Customer is responsible for compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans.

(M)
 (N)
 (N)

3.3.4 Customer (the Originating Carrier) will be charged a Tandem Transit MOU charge for all Transit traffic delivered to the Company, including On-Net and Off-Net traffic, except as provided in 3.3.5 below. The Tandem Transit MOU charge may differ based on the Exchange of the terminating number.

(M)

3.3.5 If the Company re-routes an On-Net call to an Alternate Transit Tandem due to a third party failure or insufficient capacity on the Company network to terminate the call, the Customer may be charged a tandem transit MOU charge by the Alternate Transit Tandem company. If the Customer is charged a tandem transit MOU charge by the Alternate Transit Tandem company, the Customer will not be charged a Tandem Transit MOU by the Company. If the Company is billed by the Alternate Transit Tandem company for that traffic, then the Company will charge Customer the same Tandem Transit MOU charge that the Company is billed by the Alternate Transit Tandem company.

(M,C)

3.3.6 Transit Service shall be on a Meet Point Billing ("MPB") basis, with the Terminating Carrier and the Telephone Company billing their respective portions of the charges directly to the Originating Carrier, and neither the Terminating Carrier nor the Telephone Company will be required to function as a billing intermediary (e.g., clearinghouse).

(N)(M,C)

(N)

3.4 Access Service

3.4.1 Access Service enables Interconnected Carriers or the Company to originate Toll Service to Toll Service providers and Toll Service providers to terminate Toll Services to Interconnected Carriers or the Company. Access Services do not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services.

Access Service for traffic originating to Toll Service providers can be delivered either over a direct connection between the Company and Toll Service provider when the connection exists, or when the connection does not exist, via an Alternate Access Tandem.

Access Service for traffic terminating to Interconnected Carriers or Company End Office can be delivered either over a direct connection between the Company and Toll Service provider when the connection exists, or when the connection does not exist, via an Alternate Access Tandem.

(M,C)

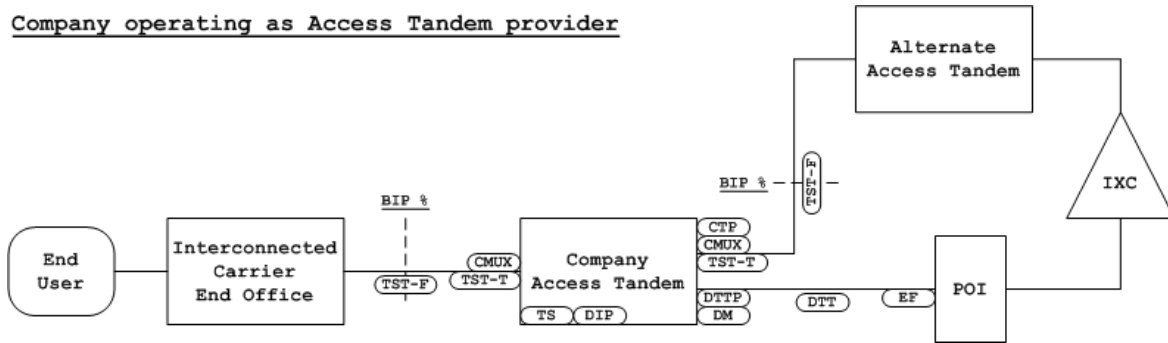
(N)(M,C)

(N)
(M)

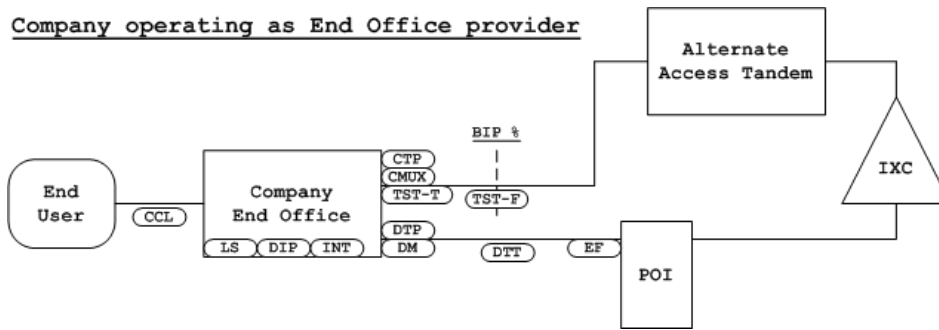
3.4.2 Access Diagram

(M,C)

Company operating as Access Tandem provider



Company operating as End Office provider



<u>Element</u>	<u>Element Description</u>
DIP	Database Query Charge (where it occurs)
CCL	Carrier Common Line
LS	Local Switching
INT	Interconnection
CTP	Common Trunk Port
TST-T	Tandem Switched Transport – Termination
TST-F	Tandem Switched Transport – Facility
CMUX	Common Transport Multiplexing
TS	Tandem Switching
DTP	Dedicated Trunk Port
DTTP	Dedicated Tandem Trunk Port
DM	Dedicated Multiplexing
DTT	Direct-Trunked Transport (fixed and per mile)
EF	Entrance Facility

(M,C)

- 3.4.3 Customer is responsible for compliance with all third party traffic termination arrangements including primary toll carrier agreements, and optional and/or extended calling area plans.
- 3.4.4 In addition to all applicable nonrecurring and monthly recurring charges, Customer for Access Service will be charged a MOU charge for all Access Service traffic delivered to or from the Company.
- 3.4.5 Customer for Access Service is the Toll Service provider.
- 3.4.6 Access Service shall be on a Meet Point Billing ("MPB") basis (as defined in 1.3.8), with all applicable carriers billing their respective portions of the charges directly to the Toll Service provider, and the Company will not be required to function as a billing intermediary (e.g., clearinghouse).
- 3.4.7 The rates charged for Switched Access elements identified herein are applied in a manner such that the rate charged by the Company reasonably approximates the rate charged by the relevant Incumbent Local Exchange Carrier for each Switched Access element.
- 3.4.8 The terminating Tandem-Switched Transport rate schedules are bifurcated into "Standard" and "Affil PCL" rates. The Affil PCL terminating Tandem-Switched Transport rates¹ apply to terminating traffic traversing a Company tandem switch when the terminating carrier is a Company-affiliated price cap carrier. All other terminating Tandem-Switched Transport traffic is subject to the Standard terminating Tandem-Switched Transport rates.²

(N)
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(N)

¹ Affil PCL terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

² Standard terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are not subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

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3.5 Collocation

Unless otherwise specified herein, the general regulations specified in Section 2 apply and are in addition to the regulations for collocation specified in this tariff. Rates and charges for the individual collocation arrangements are contained in Section 4.

3.5.1 General

- (A) Collocation provides for access to central office cross connect points that will serve as a point of interconnection for the exchange of traffic with the Company.
- (B) Connection to physical collocation or cageless collocation is available through fiber optic facilities, or leased facilities of a third party.

3.5.2 Forecasting and Forecast Requirements

- (A) Forecast Requests - The Company will request from the Customer, forecasts on a semiannual basis, with each forecast covering a two-year period. The Customer will be required to update the near-term (six month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, and square footage required. For augments, the Customer may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.
 - (1) If the Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with Customer to determine the required space to be conditioned.
 - (2) If the Company commits to condition space based on forecasts, Customer will give the Company a non-refundable deposit equal to the application fee.
 - (3) The Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites.
 - (4) The Company will consider forecasts in staffing decisions.
 - (5) The Company will enter into planning discussions with forecasting Customer to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

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- (B) The Company will aggregate data received in Customer forecasts and provide Customer with information which includes the central offices requested, the number of applications for each central office, and any previously known space constraints.
- (C) Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Company's capacity limits, the Company will negotiate longer intervals as required (and within reason).
- (D) Interval adjustments will be discussed with the Customer at the time the application is received. In general, if forecasts are received less than two months prior to the application date, the interval start day may be postponed as follows:
- (1) No Forecast Received—Interval start date commences two months after application receipt date.
 - (2) Forecast Received One Month or Less Prior to Application Receipt Date - Interval start date commences two months after application receipt date.
 - (3) Forecast Received Greater than One Month and Less Than Two Months Prior to Application Receipt Date - Interval start date commences one month after application receipt date.
 - (4) Forecast Received Two Months or More Prior to Application Receipt Date - Interval start date commences on the application receipt date.
- (E) The Company will inform all forecasting Customers of the total square footage available and the total number of Customers requesting space in that central office. The Company will offer each Customer an equal share of the central office space, and request applications immediately, with appropriate fees, to reserve the space. The Customers will have one month to respond. If a Customer does not respond within the specified time, its apportioned share will be allocated evenly among those that do respond
- (F) If there is not enough space available to provide all requesting Customers with a minimum configuration (i.e., 25 square feet), a drawing for the space will be held. The Company will inform each Customer of the number of requesting Customers and the quantity of Customers that can be accommodated in the available space. The Company will request applications immediately, with appropriate fees, to enter the drawing. Each Customer will have one month to respond or be ineligible for the drawing. Applications and associated fees will be returned to those not selected in the drawing.

3.5.3 Termination of Arrangement

- (A) The Company shall have the right to terminate a collocation arrangement at any time with respect to any area(s) of the Company central office premises which becomes the subject of a taking by eminent authority having such power. The Company shall notify the Customer of such termination immediately after it receives notice of the taking. The Customer shall have no claim against the Company for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired arrangement that results from a termination by the Company under this provision, or any loss of business from full or partial interruption or interference due to any such termination
- (B) If at anytime the Company reasonably determines that any Customer's facilities or equipment or the installation of the Customer's facilities or equipment does not meet the requirements of these terms and conditions, the Customer will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the Customer fails to correct any non-compliance with these standards within 15 days' written notice, the Company may have the facilities or equipment removed or the condition corrected at the Customer's expense, subject to the collocation dispute resolution procedures.
- (C) If the Company reasonably determines that any Customer's activities, equipment or facilities are unsafe, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, or pose an immediate threat to the safety of the Company's employees or others or to the Company's network, the Company has the right to immediately stop such activities or the operation of such facilities or equipment without prior notice. The Customer will be charged for any costs incurred as a result of such actions.
- (D) The Company may also discontinue service or cancel an application for the arrangement without incurring any liability for any of the following reasons.
 - (1) Upon non-payment of any sum owing to the Company for more than 30 days beyond the date of rendition of the bill for the arrangement, the Company may, on 30 days advance notice in writing to the Customer without incurring any liability, discontinue the furnishing of a new or existing arrangement, subject to the provisions for dispute resolution.
 - (2) The Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.
 - (3) In the event of fraudulent use of the Company's network, the Company may discontinue the arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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- (E) Grounds for Termination by the Company - The Company reserves the right to inspect the Customer's collocation arrangement to determine if the collocation arrangement is being used for interconnection. If the Company determines that the collocation arrangement is not being used for, the Company reserves the right to terminate the Customer's collocation service upon thirty (30) calendar days notice. If the Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 3.5.3.
- (F) Termination by the Customer - A Customer must notify the Company in writing of its plans to terminate a collocation arrangement ("Customer Termination Notice"), and such Customer termination shall be governed by this Section 3.5.3.
- (1) Termination After Completion If a Customer elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Company's receipt of the Customer Termination Notice.

If Customer terminates a collocation arrangement under this section, the termination shall be governed by Section 3.5.3 and the Customer remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 4. If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the Customer shall include a list of any such owners and secured parties in the Customer Termination Notice.

- (2) Termination Prior to Completion If the Customer elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Company's receipt of the Customer Termination Notice. Application fees submitted will not be refunded. The Customer Termination Notice must be received by the Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

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- (G) Effect of Termination If the Company or Customer terminates a collocation arrangement under this Tariff, the following provisions shall apply:
- (1) Equipment Removal and Monthly Recurring Charges - The Customer shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the Customer of all its equipment from the collocation space, if the Customer does not restore the collocation space to its original condition at time of occupancy, the Customer will reimburse the Company for the cost to do so.

Due to physical and technical constraints, removal of the Customer's cables will be at the Company's option. The Company reserves the right to remove the Customer's equipment if the Customer fails to remove and dispose of the equipment by the effective date of the termination. The Customer will be charged the appropriate additional labor charge in Section 4.3 for the removal and disposal of such equipment. All monthly recurring charges will continue to be charged to the Customer until the effective date of the termination or, at the Company's discretion, until any later date, not to exceed 60 days, that all equipment is removed and the collocation space is restored to its original condition at space turnover.

3.5.4 Notices

- (A) Any notices or other communications required or permitted to be given or the terms of this section shall be in hard-copy writing, unless otherwise specifically provided herein. Such notices or communications shall be sufficiently given if delivered personally, or if delivered by prepaid overnight express service, or if delivered by confirmed facsimile transmission and with a copy delivered thereafter either personally, or by prepaid overnight express service, to the Customer's authorized representative.
- (B) Notice shall be given to the Company's Vice President – Regulatory, One South Wacker Drive, Suite 200, Chicago, IL 60606. Facsimile: (312) 346-3276.
- A copy of each notice relating to an action, suit, proceeding or claim is to be sent simultaneously to the Company's General Counsel, One South Wacker Drive, Suite 200, Chicago, IL 60606. Facsimile: (312) 346-3276.
- (C) Either party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven days' prior written notice to the other party in compliance with this section. Any notice or other communication shall be deemed given when received.

3.5.5 Collocation Capacity

- (A) **Company Capacity** - The Company's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Company will attempt to smooth the demand via negotiations with the forecasting Customers. If the Company and the Customer fail to agree to smooth demand, the Company will determine if additional expenditures would be required to satisfy the spikes in demand.
- (B) **Vendor Delays** - No party shall be excused from their obligations due to the acts or omissions of a party's subcontractors, material, person, suppliers or other third persons providing such products or services to such party unless such acts or omissions are the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform.
- (C) **Vendor Capacity** - The Company will continuously seek to improve vendor performance for all central office work, including collocation. Since the vendors require notice in order to meet increases in demand, the Company will share Customer actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

Customers may also contract with Company approved vendors directly for a variety of the functions required. Customers can contract directly for cage construction, electrical outlets, lighting, ground bar and POT bay installation in their cages.

3.5.6 Implementation of Collocation Charges

- (A) The Company shall provide the Customer with a notice (“Scheduled Completion Notice”) indicating the scheduled completion date (“Scheduled Completion Date”) for the collocation arrangement. The Company shall also provide a notice that will remind the Customer of the Scheduled Completion Date and request the Customer to schedule and attend a “Collocation Acceptance Meeting” (“CAM”). Collocation charges will be implemented in accordance with this section regardless of the readiness of the Customer to utilize the completed collocation arrangement.
- (1) **Collection of Non-Recurring Charges** - The Customer shall have ten business days from the receipt of a Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation service. The balance of the NRCs (“NRC Balance”) will be billed to the Customer upon Customer's acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.
 - (2) **Commencement of Recurring Charges** - Monthly recurring charges will commence upon Customer acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first (“Commencement Date”), and shall continue until terminated pursuant to Section 3.5.3.
 - (3) **Extension Request** - A Customer may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A Customer electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Company in writing (“Extension Notice”) within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the Customer must remit to the Company the NRC Balance for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Company until the space for the collocation arrangement is accepted by the Customer or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the Customer terminates its collocation arrangement, the termination shall be governed by Section 3.5.3.

- (B) If the Company believes the space for the collocation arrangement is needed to satisfy another's Customer's collocation request prior to the end of the six (6) month extension period, the Company will notify the original Customer that its collocation space has been requested by another Customer. The original Customer will have up to five (5) business days after receipt of the notification to retain the collocation space by notifying the Company in writing that it desires to keep the space ("Retention Notice"). If the original Customer retains the collocation space, monthly recurring charges shall commence for the original Customer thirty (30) calendar days after the original Customer sends the Retention Notice or when the original Customer accepts the space, whichever comes first.

3.5.7 Closure, Decommissioning or Sale of Premises

- (A) Collocation arrangements will automatically terminate if the premises in which the collocation space is located is closed, decommissioned or sold and no longer houses the Company's network facilities. At least one hundred eighty (180) days written notice will be given to the Customer of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the Company will provide notice to the Customer as soon as practicable. The Company will work with the Customer to identify alternate collocation arrangements. The Company will work cooperatively with the Customer to minimize any potential for service interruption resulting from such actions.

4 RATES AND CHARGES**4.1 Access Service Charges****4.1.1 Entrance Facility**

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Entrance Facility - (DS3) Verizon Areas	\$1.00 (R)	\$2,310.00 (R)
Entrance Facility - (DS1) Verizon Areas		
- first	\$355.00 (R)	\$190.00 (R)
- add'l	\$220.00 (R)	\$190.00 (R)

4.1.2 Direct-Trunked Transport – Fixed, Per Termination

Direct-Trunked Transport – Fixed per DS3 Verizon Areas	\$920.00
Direct-Trunked Transport – Fixed per DS1 Verizon Areas	\$50.00

4 RATES AND CHARGES

4.1 Access Service Charges

4.1.3 Direct-Trunked Transport – Per Mile

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Direct-Trunked Transport – Per Mile (DS3) Verizon Areas		\$185.00
Direct-Trunked Transport – Per Mile (DS1) Verizon Areas		\$24.25

4.1.4 Dedicated Multiplexing
Verizon Areas

\$1.00	\$900.00
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4.1.5 Dedicated Trunk Port, per DS1
Verizon Areas

	\$0.00
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4.1.6 Dedicated Tandem Trunk Port, per DS1
Verizon Areas

	\$0.00
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4.1.7 Tandem Switching, per minute of use
Verizon Areas, Originating
Verizon Areas, Terminating - Standard
Verizon Areas, Terminating - Affil PCL

<u>Usage Charge</u>	
	\$0.000974
	\$0.000974
	\$0.000000 (R)

4.1.8 Tandem Switched Transport - Termination, per minute of use
Verizon Areas, Originating
Verizon Areas, Terminating

	\$0.000222
	\$0.000000

4.1.9 Tandem Switched Transport – Facility, per minute of use per mile
Verizon Areas, Originating
Verizon Areas, Terminating - Standard
Verizon Areas, Terminating - Affil PCL

	\$0.000048
	\$0.000002
	\$0.000000

4 RATES AND CHARGES**4.1 Access Service Charges**

	<u>Usage Charge</u>
4.1.10 Common Transport Multiplexing (DS3/DS1) Per minute of use (Verizon areas)	\$0.0000000
4.1.11 Common Trunk Port Per minute of use (Verizon areas)	\$0.0000000
4.1.12 A. Local Switching	
Verizon Areas, Originating, per minute of use	\$0.0030000
Verizon Areas, Terminating, per minute of use	\$0.0000000
B. Composite Terminating End Office Charge (CTEOC)	
Per terminating minute of use (Verizon areas)	\$0.000000 (R)
4.1.13 Carrier Common Line	
Verizon Areas, Originating, per minute of use	\$0.0083673
Verizon Areas, Terminating, per minute of use	\$0.0000000
4.1.14 Interconnection Charge	
Verizon Areas, Originating, per minute of use	\$0.001702
Verizon Areas, Terminating, per minute of use	\$0.0000000
4.1.15 Database Charges	
LNP Query - per query	\$0.002002
800 Query	
- Basic, per query	\$0.003080
- POTS translation, per query	\$0.000327
4.1.16 Blocked Call Charge, Per Blocked Call	\$0.001880
4.1.17 Access Service Installation Charges	
Per Service Order Fee:	\$50.00
Per Reconfiguration:	\$150.00
Install (per DS1)	\$885.00

4.2 Transit Service Charges

	<u>Usage Charge</u>	(T)
4.2.1 Tandem Switching Per minute of use	\$0.001491	
4.2.2 Database Charge LNP Query - per query	\$0.002002	
4.2.3 Blocked Call Charge Per Blocked Call	\$0.001880	
	<u>Monthly Recurring Charge</u>	(T)
4.2.4 Transit Dedicated Transport Facility Per DS1 - First 5 miles	\$210.00	
Per DS1 - Each additional mile	\$ 15.00	
4.2.5 Trunk Group Charge		
First trunk group	\$ 00.00	
Each additional trunk group	\$ 50.00	
4.2.6 Billing Records Charge – Per Market	\$250.00	
	<u>Nonrecurring Charge</u>	(T)
4.2.7 Transit Service Non-Recurring Charges		
Per Market - Billing Records Charge	\$500.00	
Per Service Order Fee:	\$ 50.00	
Per Reconfiguration:	\$150.00	
Install (per DS1)	\$885.00	

4.3 Collocation Charges	<u>NRC</u>	<u>Monthly</u>
4.3.1 <u>Application Fees</u>		
- Initial	\$5,000.00	
- Subsequent	\$5,000.00	
- Augment	\$2,500.00	
4.3.2 <u>Engineering and Implementation</u>		
- Initial Arrangements	\$3,436.00	
- Subsequent Arrangements	\$1,898.00	
- Cage Expansion and Additional Cable	\$3,542.00	
- Additional Cabling	\$1,334.00	
- Power Augment Only	\$1,334.00	
- Cabling Plus Equipment – Cageless	\$9,505.79	
- Cabling Only – Cageless	\$7,320.29	
4.3.3 <u>Site Survey/Report</u>		
- Per request	\$1,557.45	
4.3.4 <u>SAC Cable and Frame Termination</u>		
- DS1 - Per 28 – DCS	\$2,103.03	
- DS1 - Per 28 – DCS		\$400.47
- Per DS3/STS-1 – DSX	\$521.29	
- Per DS3/STS-1 – DSX		\$20.24
4.3.5 <u>Land and Building</u>		
- 25 Square Feet		\$465.40
- 100 Square Feet		\$984.50
- 300 Square Feet		\$2,416.50
- Additional 20 Square Feet		\$143.20
4.3.6 <u>Heating, Ventilation and Air Conditioning</u>		
- Per 10 load amps		\$7.03
4.3.7 <u>Escorting</u>		
- Per technician, per 1/4 hour or fraction	\$15.09	
4.3.8 <u>DC Power Cabling and Fusing Charge</u>		
- Installation of 60 Amp Ampacity DC Power Feed -Customer Selected Fuse Size: Up to 60 Amps – Per Feed	\$960.00	
4.3.9 <u>DC Power</u>		
- Per number of load amps requested		\$19.64
4.3.10 <u>DC Power Feed Augment</u>		
- Load Amp Augment, per Collocation Arrangement	\$200.00	
- Over Current Protector Augment, Per Feed	\$425.00	
4.3.11 <u>Shelf, Bay</u>		
- Installation - Per shelf	\$1,287.36	
- Per quarter equipment bay or fraction thereof		\$12.44

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Effective: July 7, 2010

Richard Monto, General Counsel
Neutral Tandem-Maryland, LLC
One South Wacker Drive, Suite 200
Chicago, IL 60606

4.3.12 Additional Labor Charges

<u>Labor Rates</u>	<u>Time</u>	<u>Minimums</u>	<u>Billing Increments</u>	<u>Rate</u>
Standard Business Hours	8am - 5pm (Local Time)	1 hour	Hour	\$100 per hour
After Hours	5pm - 8am (Local Time)	1 hour	Hour	\$200 per hour
Saturday, Sunday and Holidays	-----	2 hour	Hour	\$250 per hour

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Richard Monto, General Counsel
Neutral Tandem-Maryland, LLC
One South Wacker Drive, Suite 200
Chicago, IL 60606