

Tariff Schedule Applicable to
Intrastate Access Service
Telecommunications Services Furnished by
MCC Telephony of the Mid-Atlantic, LLC d/b/a Mediacom
Between Points Within the State of Maryland

Issued: June 4, 2010

Effective date: July 14, 2010

Mr. Calvin Craib
MCC Telephony of the Mid-Atlantic, LLC d/b/a Mediacom
100 Crystal Run Road, Middletown, NY 10941

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

<u>Page</u>	<u>Number of Revision</u>		<u>Page</u>	<u>Number of Revision</u>
1	Original		30	Original
2	Original		31	2 nd Revised
3	7 th Revised	*	32	Original
4	Original		33	1 st Revised
4.1	Original		34	Original
5	1 st Revised		35	Original
6	1 st Revised		36	Original
7	1 st Revised		37	Original
8	1 st Revised		38	Original
9	1 st Revised		39	Original
10	1 st Revised		40	1 st Revised
11	1 st Revised		41	Original
12	Original		42	Original
13	Original		43	Original
14	Original		44	Original
15	Original		45	Original
16	Original		46	Original
17	Original		47	Original
18	Original		48	Original
19	Original		49	Original
20	Original		50	Original
21	Original		51	Original
22	Original		52	Original
23	1 st Revised		53	Original
24	1 st Revised		54	Original
25	1 st Revised		55	Original
26	Original		56	1 st Revised
27	Original		57	Original
28	Original		58	7 th Revised
29	Original		59	2 nd Revised

* New or revised pages

Table of Contents

1	GENERAL	5
1.1	Explanation of Symbols.....	5
1.2	Application of the Tariff	5
1.3	Definitions	6
2	RULES AND REGULATIONS	11
2.1	Undertaking of the Company	11
2.2	Obligations of the Customer	11
2.3	Liability of the Company.....	13
2.4	Application for Service	17
2.5	Payment for Service.....	18
2.6	Allowance for Interruptions in Service	18
2.7	Special Customer Arrangements	20
2.8	Unlawful Use of Service.....	21
2.9	Interference with or Impairment of Service	21
2.10	Telephone Solicitation by Use of Recorded Messages	22
2.11	Overcharge/Undercharge	22
3	SWITCHED ACCESS	23
3.1	General	23
3.2	Provision and Description	23
3.3	Switched Access Rate Categories	24
3.4	Obligations of the Customer	32
3.5	Rate Regulations	38
4	SPECIAL ACCESS (RESERVED FOR FUTURE USE).....	45
5	MISCELLANEOUS SERVICES.....	50
5.1	Presubscription.....	50
5.2	Reserved for Future Use.....	50
5.3	Reserved for Future Use.....	51
5.4	Reserved for Future Use.....	51
5.5	Billing Name and Address Service.....	51
5.6	Additional Charges.....	55
5.7	Rates and Charges	55
6	GENERAL SERVICE & RATE PROVISIONS	57
7	SWITCHED ACCESS RATES AND CHARGES	58

8. VOIP-PSTN TRAFFIC 59

8.1 General 59

8.2 Application of this Tariff.....59

8.3 Rating of VoIP-PSTN Traffic.....59

N
|
|
|
|
N

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 telecommunications access services, including Switched Access, Special Access, VoIP-PSTN Traffic Services and related Services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff. C
- 1.2.2 The Company's services are available to carrier customers.
- 1.2.3 The Company's service territory mirrors the exchanges and associated local calling areas identified in Verizon Maryland's tariff.

1 GENERAL

1.3 Definitions

- 1.3.1 “Access Services” includes all services and facilities provided by the Company for the origination or termination of any interstate or foreign telecommunications or other communications services that have the ability to reach the public switched telephone network (“PSTN”) regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet Protocol (“IP”) or other technology, except that VoIP-PSTN Traffic (see definition below) is classified separately, as discussed in Section 8 of this Tariff. C
|
|
|
|
|
|
C
- 1.3.2 “Advance Payment” denotes the requirement for partial or full payment required before the start of service.
- 1.3.3 “Authorized User” denotes a person or entity which is designated or permitted by the Customer to receive services provided by the Company under this Tariff or otherwise make use of the services provided under this Tariff, whether directly or indirectly, including the taking of services provided by a carrier-Customer where the carrier-Customer incorporates into its own offerings the services provided under this Tariff.
- 1.3.4 “Bit” denotes the smallest unit of information in a binary system of notation.
- 1.3.5 “Bits Per Second” denotes the number of bits transmitted in one second interval.
- 1.3.6 “Carrier,” “Company” or “Utility” refers to MCC Telephony of the Mid-Atlantic, LLC d/b/a Mediacom.
- 1.3.7 “Commission” means the Maryland Public Service Commission.
- 1.3.8 “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 GENERAL

1.3 Definitions (Cont')

- 1.3.9 “Constructive Order” denotes affirmative actions which constitute an order by a carrier for the Company’s services with or without the existence of a written Service Order. These include, but are not limited to the carrier-Customer’s delivery of traffic to the Company for termination to the Company’s End Users or acceptance by the carrier-Customer of traffic from the Company’s End Users or any other acceptance of the Company’s services. Selection of the carrier-Customer by Company’s End User as that User’s PIC also constitutes a Constructive Order by the carrier-Customer for the Company’s switched access services. M
- 1.3.10 “Customer” denotes (1) the person, firm, or other entity that, expressly pursuant to a Service Order or constructively as described below, orders Service(s) or is liable for charges under this Tariff; or (2) the person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service. If a carrier-Customer receives terminating access service from Company on behalf of another carrier (“transit traffic”), the carrier-Customer remains liable for charges for Company’s access services except insofar as Company is provided adequate billing information to invoice carrier-Customer’s customer and receives full payment.
- 1.3.11 “Customer-Designated Premises” denotes the Premises at which a Customer is deemed to receive or deliver traffic for origination or termination of Access Services, as applicable. N
|
N
- 1.3.12 The term “Direct-Trunked Transport denotes the transport between the serving wire center of the customer’s premises and a Company end office. T,D
- 1.3.13 Reserved for Future Use
- 1.3.14 The term “DS3 Service” denotes a service that provides for the transmission of digital signals at a speed of 44.736 Mbps. C
- 1.3.15 The term “End Office” denotes Company facilities at which End Office Switching functionality, as defined below, is provided. C

1 GENERAL

1.3 Definitions (Cont')

1.3.16 The term "End Office Switching" denotes the switching function to interconnect End user connections (including connections that have been concentrated at a Remote Switching Location) with each other or with trunks. The Company may provide End Office Switching at the same switching center from which it provides Tandem Switching or other intermediary switching functions.

N
|
|
|
N

1.3.17 The term "End User" denotes a person or entity that is a subscriber to, or customer of, the residential and business communications services of the Company, including services which are defined by the Federal Communications Commission as VoIP-PSTN Traffic.

C,M
|
|
C,M

1.3.18 "FGD" provides trunk side access to Company End Office switches with an associated uniform 101-XXXX access code for the Customer's use in originating and terminating communications. No access code is required for calls to a customer over FGD if the end user's telephone exchange service is arranged for presubscription to that customer.

1.3.19 "Hertz" denotes a unit of frequency equal to one cycle per second.

1.3.20 "High Capacity Channels" denotes channels furnished for full-duplex transmission of digital signals at operating speeds of 56-64 kbps (DSO), 1.544 Mbps (DS1) or 44.736 Mbps (DS3). High Capacity Channels operating at speeds other than those listed may be provided at the Company's option on a contract basis.

1.3.21 "Interexchange Company" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communications by wire or radio between two (2) or more exchanges.

1.3.22 A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA), Inc. Tariff FCC No. 4, or by any other appropriate means.

1.3.23 "Local Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

1.3.24 "Network Services" denotes the Company's telecommunications access services offered on the network.

M
M

1 GENERAL

1.3 Definitions (Cont.)

- 1.3.25 The term “Nonrecurring Charge” denotes a one-time only charge that applies for a specific work activity (i.e., installation or change to an existing service). M
|
|
|
D,T
- 1.3.26 Reserved for Future Use |
- 1.3.27 “Recurring Charge” denotes a monthly flat-rated or usage sensitive charge that applies for a specific rate element. M
- 1.3.28 “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.
- 1.3.29 “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.30 “Service Commencement Date” (SCD) denotes the date upon which the Company notifies the Customer that the requested service or facility is available for use. The Company and the Customer may mutually agree on a substitute SCD. If the Company does not have an executed service order from the Customer, the SCD will be the first date on which the service or facility was used by the Customer.
- 1.3.31 “Service Order” denotes a request for services executed by the Customer and the Company in a format devised by the Company. The Company does not require a written service order for the initiation of services to carrier-Customers. Carrier-Customers may commit to a request for services via an express written service order or by a constructive service order as described elsewhere in this Tariff. T
|
T
- 1.3.32 “Serving Wire Center” denotes the wire center from which the Customer designated premises would normally obtain dial tone from the Company.
- 1.3.33 “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.34 “Tandem Transport” denotes the transport between an access tandem and end offices that subtend the access tandem. Tandem Transport consists of circuits used in common by multiple customers from the tandem to an end office. M
|
|
M

1 GENERAL

1.3 Definitions (Cont.)

1.3.35 "Term Agreement" denotes a method of purchasing the Company's service whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

M
|
|
|
|

1.3.36 "Terminal Equipment" denotes telecommunication devices, apparatus and associated wiring on the Customer-designated premises.

|
M

1.3.37 "Transit Traffic" denotes local Traffic or ISP-bound Traffic originating on the network of a facility-based carrier other than Company or Carrier Customer that is transported by Carrier Customer and delivered to Company for termination

T

D

1.3.38 Reserved for Future Use

T,D

1.3.39 "User" denotes any person or entity making use of the services provided by Company under this Tariff, including but not limited to Customer and its agents, other carriers, Authorized Users and End Users. The Customer is responsible for all charges arising from use of the services provided to it by Company under this Tariff by any user, whether or not that user is authorized for such use.

N

1.3.40 The term "VoIP-PSTN Traffic" denotes traffic exchanged between the Company and a Customer in Time-Division-Multiplexing format that originates and/or terminates in IP format.

|
N

1.3.41 "Wire Center" denotes a building in which one or more central offices, used for the provision of exchange services, are located.

M
|
M

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides intrastate Switched Access, Special Access, VoIP-PSTN Traffic Services and other miscellaneous services, hereinafter referred to collectively as service(s). The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service. C

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2 RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

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

2 RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

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 RULES AND REGULATIONS

2.3 Liability of the Company (Cont'd)

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 RULES AND REGULATIONS

2.3 Liability of the Company (Cont'd)

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 RULES AND REGULATIONS

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 RULES AND REGULATIONS

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 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 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 RULES AND REGULATIONS

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 COMAR 20.45.04.07.

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 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 RULES AND REGULATIONS

2.6 Allowance for Interruptions in Service (Cont'd)

2.6.2 General

A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.6.3 Limitations on Allowances

No credit allowance will be made for any interruption in service:

- a. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- b. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- c. Due to circumstances or causes beyond the control of the Company;
- d. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- e. During any period in which the Customer continues to use the service on an impaired basis;
- f. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- g. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

- h. That was not reported to the Company within thirty (30) days of the date that service was affected.

2 RULES AND REGULATIONS

2.6 Allowance for Interruptions in Service (Cont'd)

2.6.3 Limitations on Allowances (Cont'd)

Use of Another Means of Communications

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

2.6.4 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12 month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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.

2 RULES AND REGULATIONS

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

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

2 RULES AND REGULATIONS

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.

3 SWITCHED ACCESS

3.1 General

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer's premises and an end user's premises. It provides for the use of terminating, switching, transport facilities and subscriber common lines. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls. VoIP-PSTN Traffic is discussed in Section 8 of this Tariff.

N

3.2 Provision and Description

The Company provides Feature Group D and 8XX Toll-Free Switched Access Services. The service categories are differentiated by their technical characteristics and the manner in which an end user accesses them when originating calls.

C

3.2.1 Reserved for Future Use

T,D
|
|
|
|
D

3.2.2 Feature Group D

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 101-XXXX access (C) code for the Customer's use in originating and terminating communications. No access code is required for calls to a customer over FGD if the end user's telephone exchange service is arranged for presubscription to that customer.

3.2.3 8XX Toll-Free Access Service

8XX Toll-Free Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 8XX calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed 8XX number.

3 SWITCHED ACCESS

3.2 Provision and Description (Cont'd)

3.2.4 SS7 Out Of Band Signaling Option

SS7 Out of Band Signaling option provides the means for transmitting SS7 out of band signaling information over a communications path which is separate from the message path

3.3 Switched Access Rate Categories

There are three rate categories which apply to Switched Access Service provided by the Company: Carrier Common Line, Switched Transport and End Office Switching.

C
|
- - -
|
C

3 SWITCHED ACCESS

3.3 Switched Access Rate Categories (Cont'd)

3.3.1 Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications.

3.3.1.A Limitations

- A telephone number is not provided with Carrier Common Line.
- Detail billing is not provided for Carrier Common Line.
- Directory listings are not included in the rates and charges for Carrier Common Line.
- Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

3.3.1.B Rate Regulations

Where the Customer is provided with Switched Access Service under this Tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in 7.1, following.

- The Carrier Common Line charge is assessed per access minute to each Switched Access Service customer.
- When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charge is billed only to intrastate access minutes.
- All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges.

3 SWITCHED ACCESS

3.3 Switched Access Rate Categories (Cont'd)

3.3.2 Transport

The Transport rate category provides for the transmission facilities between the customer's premises and the end office switch(es) where the customer's traffic is switched to originate or terminate its communications.

Switched Transport is a two-way voice-frequency transmission path which may be composed of an Entrance Facility (EF), Direct-Trunked Transport (DTT) Facility or Tandem Transport. The types of facilities available for EF and DTT facilities are described in 3.3.2.B, following

3.3.2.A Tandem Transport

The Tandem Transport rate category provides for transmission facilities between the Company's End Office and an alternate tandem provider's network.

Transport Termination

The Transport termination element includes the non-distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use basis.

Transport Facility

The Transport Mileage element includes the distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use-per-mile basis.

3 SWITCHED ACCESS

3.3 Switched Access Rate Categories (Cont'd)

3.3.2 Transport (Cont'd)

3.3.2.B Dedicated Transport

Entrance Facility (EF) Rate Category

An EF provides the communication path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The EF rate category is composed of a Voice Grade rate, a DS1 rate or a DS3 rate. An EF is provided even if the customer's premises and the SWC are located in the same building.

Direct Trunked Transport (DTT) Rate Category

DTT provides the transmission path on circuits dedicated to the use of a single customer between the customer's SWC and an end office.

The DTT rate category is composed of a monthly fixed rate and a monthly per-mile rate based on the facility provided (i.e., Voice Grade, DS1 or DS3). The fixed rate provides the circuit equipment at the ends of the transmission paths. The per-mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The DTT rate is the sum of the fixed rate and the per-mile rate. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V&H coordinates method.

3 SWITCHED ACCESS

3.3 Switched Access Rate Categories (Cont'd)

3.3.2 Transport (Cont'd)

3.3.2.B Dedicated Transport (Cont'd)

Dedicated Transport Facility Types

There are three types of facilities available to the customer for EF and DTT facilities. Each type has its own characteristics and is available with multiplexing options.

a. Voice Grade Facility

A Voice Grade facility is an electrical communications path which provides voice-frequency transmission in the nominal frequency range of 300 to 3000 Hz and may be terminated two-wire or four-wire.

b. DS 1 Facility

A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

c. DS3 Facility

A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

3 SWITCHED ACCESS

3.3 Switched Access Rate Categories (Cont'd)

3.3.2 Transport (Cont'd)

3.3.2.B Dedicated Transport (Cont'd)

Multiplexing

Multiplexing provides the capability of converting the capacity or bandwidth of a facility from a higher level to a lower level or from a lower level to a higher level. Multiplexing functions for an EF are available at a SWC. For DTT facilities, multiplexing is available at a Company end office. EF and DTT multiplexing arrangements are described following

a. DS 1 to Voice Grade

DS1 to Voice Grade multiplexing is an arrangement that provides a Company multiplexer which converts a DS 1 channel to twenty-four Voice Grade channels utilizing time division multiplexing. For example, the customer has the option of ordering a DS 1 to Voice Grade multiplexer for a DS 1 Entrance Facility at the SWC when Voice Grade DTT is requested to an end office.

b. DS3 to DS 1

DS3 to DS I multiplexing is an arrangement that converts a DS3 channel to twenty-eight DS I channels utilizing time division multiplexing. The twenty-eight channels may be further multiplexed utilizing DS 1 to Voice Grade multiplexing equipment.

3 SWITCHED ACCESS

3.3 Switched Access Rate Categories (Cont'd)

3.3.3 End Office Switching

The End Office Switching rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office.

End Office Switching is comprised of one or more of the following: a Local Switching rate, a Common (shared) Trunk Port rate, a Dedicated Trunk Port rate, an Interconnection charge and an Information surcharge.

The End Office Switching rates are set forth in 7.3, following.

3.3.3.A Local Switching

The Local Switching rate element provides local dial switching for Feature Group D. The terminating Local Switching rate serves as a composite terminating end office services rate, encompassing the charge for terminating Common Trunk Port service.

C
|
|
C

3.3.3.B Common Trunk Port

The end office Common Trunk Port rate provides for the termination of tandem transport trunks in shared end office ports. The end office Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating access minutes utilizing tandem routing to an end office.

C
|
|
C

3.3.3.C Dedicated Trunk Port

The end office Dedicated Trunk Port rate provides for the termination of a trunk to a dedicated trunk port in an end office . The rate is assessed per month for each FG trunk in service directly routed (via DTT) between the SWC and the end office.

3.3.3.D Transitional Per-Minute Charge

Effective through June 30, 2013, a Transitional per-Minute Charge

3 SWITCHED ACCESS

3.3 Switched Access Rate Categories (Cont'd)

3.3.4 8XX Toll-Free Access Service

All appropriate Switched Access rate elements apply to 8XX Toll-Free Access Service.

8XX Toll-Free Access Service is a service offering originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 8XX calls to a Company Service Switching Point which will initiate a query to the database to perform the customer identification and delivery functions. The call is forwarded to the appropriate customer based on the dialed 8XX number. In addition, the customer has the option of selecting the 8XX Optional Features Package.

3.3.4.A Customer Identification Charge

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification and delivery of the appropriate customer . The charge is assessed to the customer on a per query basis and may include an area of service which may range from a single 101-XXXX to an area consisting of all LATAs and NPAs served by the Company

3.4 Obligations of the Customer

The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

3.4.1 Ordering Requirements

A Switched Access Service Order is used by the Company to provide a customer Switched Access Service. When placing an order for Switched Access Service, the Customer shall provide, at a minimum, information for the EF (if Company provided), the type of routing (direct or tandem), and the number of trunks to each end office. If direct routing is requested, the customer shall specify the type of facility (Voice Grade, DS I or DS3) for the EF and DTT.

3 SWITCHED ACCESS

3.4 Obligations of the Customer (Cont'd)

3.4.1 Ordering Requirements (Cont'd)

3.4.1.A Reserved for Future Use T,D
D
|
|
D

3.4.1.B For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. Customers may, at their option, order FGD by specifying the number of trunks and the end office. When a customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic. When ordering by trunk quantities rather than BHMC quantities to an end office, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the Out of Band Signaling/SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the Out of Band Signaling/SS7 signaling option, and the STP point codes.

3.4.1.C For 8XX Toll-Free Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 8XX Toll-Free Access Service, the Customer shall so specify on the order for service.

3.4.1.D The Company will assess a service order charge for each request, including but not limited to Access Service Requests (ASRs) and Local Service Requests (LSRs), submitted by a Customer. Rates for this charge are provided in Section 5.7.5. N
|
|
|
N

3 SWITCHED ACCESS

3.4 Obligations of the Customer (Cont'd)

3.4.2 Switched Access Order Modifications

The Customer may request a modification of its Switched Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service trunks or busy hour minutes of capacity will be treated as a new Switched Access Order (for the increased amount only).

3.4.2.A Service Date Change Charge

Switched Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

3.4.2.B Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Switched Access Order will be treated as a partial cancellation and the charges as set forth in 3.4.3.B, following, will apply for that portion of the order that is cancelled. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

3 SWITCHED ACCESS

3.4 Obligations of the Customer (Cont'd)

3.4.2 Switched Access Order Modifications (Cont'd)

3.4.2.C Expedited Order Charge

When placing a Switched Access Order for service(s) for which Standard Intervals exist, a customer may request a service date that is prior to the Standard Interval service date. A customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an expedited order charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the expedited order charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Switched Access Order.

3.4.2.D Advance Order Interval

When placing a Switched Access Order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service trunks or 720 BHMCs.
- Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

3 SWITCHED ACCESS

3.4 Obligations of the Customer (Cont'd)

3.4.3 Cancellation of a Switched Access Order

3.4.3.A A customer may cancel a Switched Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a customer's end user is unable to accept Switched Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Switched Access Order shall be canceled and charges set forth in B., following, will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Switched Access Order.

3 SWITCHED ACCESS

3.4 Obligations of the Customer (Cont'd)

3.4.3 Cancellation of a Switched Access Order (Cont'd)

3.4.3.B When a Customer cancels a Standard or Negotiated Interval Switched Access Order for the installation of service, a Cancellation Charge will apply as follows:

- When the Customer cancels a Switched Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
- If the Company misses a service date for a Standard or Negotiated Interval Switched Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Switched Access Order without incurring cancellation charges.
- Cancellation or Partial Cancellation of an Advance Order Interval Switched Access Order: When the Customer cancels a Switched Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded. Any decrease in the number of ordered Switched Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

3 SWITCHED ACCESS

3.5 Rate Regulations

3.5.1 Application of Rates

Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or service rearrangements).

Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s).

Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in this section 3.5.1, will apply for this work activity. Moves that change the physical location of the point of termination are described below.

a. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

b. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3 SWITCHED ACCESS

3.5 Rate Regulations (Cont'd)

3.5.2 Minimum Period

- 3.5.2.A The minimum period for which Switched Access Service is provided and for which charges are applicable, is three months.
- 3.5.2.B The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service and a new minimum period will be established.
- A move to a different building.
 - A change in type of service.
 - A change in Switched Access Service Interface Group.
 - Change in Switched Access Service traffic type.
 - A change in Out of Band Signaling connection.
- 3.5.2.C When Switched Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

3 SWITCHED ACCESS

3.5 Rate Regulations (Cont'd)

3.5.3 Measuring Access Minutes

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at End Office switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

Access minutes will be recorded to the nearest one second for any particular call. Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination. C
C

The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch. C

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. C
C

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch. C
C

3 SWITCHED ACCESS

3.5 Rate Regulations (Cont'd)

3.5.4 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

3.5.4.A Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 ("NECA No. 4"), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Until the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance for these should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in any applicable Company tariffs on file with the FCC or this Commission.

3.5.4.B The airline distance between any two wire centers is determined as follows:

- Obtain the "V" and "H" coordinates for each wire center from the above referenced NECA tariff.
- Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- Square each difference obtained in step (2) above.
- Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

3 SWITCHED ACCESS

3.5 Rate Regulations (Cont'd)

3.5.4 Rates Based Upon Distance (Cont'd)

- Obtain the square root of the whole .number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

3.5.4.C The airline mileage is used to determine the Switched Access Service Common Mileage rates as set forth in Section 7.

3.5.5 Reserved for Future Use

3 SWITCHED ACCESS

3.5 Rate Regulations (Cont'd)

3.5.5 Reserved for Future Use (Cont'd)

3 SWITCHED ACCESS

3.5 Rate Regulations (Cont'd)

3.5.5 Reserved for Future Use (Cont'd)

Rates for the Company's Switched Access Services
are located in Section 7 of this tariff
(Switched Access Rates and Charges).

4 SPECIAL ACCESS

Page Reserved for Future Use

4 SPECIAL ACCESS

Page Reserved for Future Use

4 SPECIAL ACCESS

Page Reserved for Future Use

4 SPECIAL ACCESS

Page Reserved for Future Use

4 SPECIAL ACCESS

Page Reserved for Future Use

5 MISCELLANEOUS SERVICES

5.1 Presubscription

- 5.1.1 Presubscription is an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IC) to access, without an access code, for interexchange calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC any IC that orders originating FGD Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a nonrecurring charge as set forth in 5.7.3, following, applies.
- 5.1.2 New end users who are served by end offices equipped with FGD, will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options. There will be no additional charge for this initial selection:
- Designate an IC as a PIC and dial 101-XXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial 101-XXXX for all calls to all ICs.
- 5.1.3 Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in 5.7.1, following, applies.

5.2 Reserved for Future Use

5 MISCELLANEOUS SERVICES

5.3 Reserved for Future Use

5.4 Reserved for Future Use

5.5 Billing Name and Address Service

5.5.1 General Description

5.5.1.A Billing Name and Address (BNA) Service is the provision (by the Company to an intrastate service provider who is a Customer of the Company) of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. For purposes of this Section 5.5, an intrastate service provider is defined as an interexchange carrier, an operator service provider,

an

enhanced service provider or any other provider of intrastate telecommunications services.

5.5.1.B BNA Service is provided only for the purposes of allowing Customers to bill their end users for telephone services provided by the Customer, order entry and customer service information, fraud prevention, identification of end users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls.

5.5.1.C BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

5.5.1.D BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

5 MISCELLANEOUS SERVICES

5.5 Billing Name and Address Service (Cont'd)

5.5.2 Undertaking of the Company

- 5.5.2.A The Company will establish standard formats for the receipt of BNA requests and the provision of BNA information.
- 5.5.2.B Upon written request from an authorized individual of the Customer, the Company will provide BNA information. A request for information on up to 50 telephone numbers can be faxed to the Company. A request for information on over 50 telephone numbers per request must be mailed to the Company. The standard response to such requests will be via facsimile or other negotiated mediums.
- 5.5.2.C Upon receipt of an electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's data file. The standard response to an electronic BNA request will be via electronic feed.
- 5.5.2.D Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in 5.7.4 following.
- 5.5.2.E The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, express or implied, as to the accuracy or completeness of this information.
- 5.5.2.F The Company will not disclose BNA information to parties other than intrastate service providers, as defined in 5.5.1.A preceding, and their authorized billing agents. BNA disclosure is limited to those purposes as defined in 5.5.1.B preceding.

5 MISCELLANEOUS SERVICES

5.5 Billing Name and Address Service (Cont'd)

5.5.2 Undertaking of the Company (Cont'd)

5.5.2.G The Company reserves the right to request from an intrastate service provider who has placed an order for BNA Service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 5.5.1.B preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

5.5.3 Obligations of the Customer

5.5.3.A Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.

5.5.3.B A Customer which intends to submit recorded messages via electronic feed must provide the Company with an acceptable test transmission which includes all call types for which BNA information may be requested.

5.5.3.C The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 5.5.1.B preceding.

5.5.3.D The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records it assembles through the use of BNA Service.

5.5.3.E Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.

5 MISCELLANEOUS SERVICES

5.5 Billing Name and Address Service (Cont'd)

5.5.3 Obligations of the Customer (Cont'd)

5.5.3.F The Customer may designate an authorized individual or agent to request BNA information from the Company. However, the Company will only accept BNA requests made by the Customer through a single designated source. Identification by the Customer of an authorized individual or agent must be provided to the Company in writing.

5.5.3.G The Customer or its authorized agent is required to provide the Access Customer Name Abbreviation (ACNA) and Carrier Identification Code (CIC) of the Carrier purchasing BNA Service. If the Customer does not have the ACNA and CIC, the Operating Company Number (OCN) should be provided.

5.5.4 Rate Regulations

5.5.4.A A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.

5.5.4.B A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.

5.5.4.C A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via electronic feed . The charge applies for each telephone number for which BNA information is requested.

5.5.4.D Non-standard Customer requests for BNA information are subject to Non- Standard-BNA Request Charges as well as Manual or Mechanized -BNA Request Charges as appropriate for the type of request . The additional Non-Standard- BNA Request Charge applies per BNA record requested . Additional Programming Charges will also apply, if required to meet the Customer's request.

5 MISCELLANEOUS SERVICES

5.5 Billing Name and Address Service (Cont'd)

5.5.4 Rate Regulations (Cont'd)

- 5.5.4.E The Company will bill the Customer in accordance with subparts B, C and D of this Section 5.5.4 regardless of whether or not the Company was able to provide BNA information for all requests.
- 5.5.4.F Where the details of a BNA request are insufficient to determine jurisdiction, the rates set forth in this tariff will apply.
- 5.5.4.G The rates for BNA Service are set forth in Section 5.7.4, following.

5.6 Additional Charges

Testing, Engineering, Maintenance, and Installation or Repair outside of normally scheduled working hours is provided on a time and materials basis.

5.7 Rates and Charges

5.7.1 Presubscription

	<u>Nonrecurring Charge</u>
Per Telephone Exchange Service Line or Trunk	\$ 5.00

5.7.2 Reserved for Future Use

5 MISCELLANEOUS SERVICES

5.7 Rates and Charges (Cont'd)

5.7.3 Reserved for Future Use

5.7.4 Billing Name and Address Service

		<u>Charge</u>	
*	Service Establishment Charge		
	Per account established	\$500.00	
*	BNA Request Charges		
	Manual, per BNA record requested	1.38	
	Mechanized, per BNA record requested	.48	
	Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge)	.88	
*	Additional Programming Charges		
	Per each half hour or fraction thereof	40.00	
	5.7.5 Service Order Charge		N
	Per request	30.00	 N

6 GENERAL SERVICE & RATE PROVISIONS

6.1 Individual Case Basis (“ICB”) Offerings

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

7 SWITCHED ACCESS RATES AND CHARGES

(Per MOU unless otherwise stated)

7.1 Carrier Common Line

Originating	\$ 0.000000
Terminating	\$ 0.000000

Per MOU

Terminating Originating

7.2 Transport

7.2.1 Tandem Facility	\$ 0.000002	\$ 0.000002
7.2.2 Tandem Termination	\$ 0.000000	\$ 0.000000
7.2.3 Multiplexing	\$ 0.0000000	\$ 0.000000

7.3 End Office Switching

7.3.1 Local Switching (composite)	\$ 0.0000 (R)	\$ 0.002406
7.3.2 Common Port Charge	\$ 0.000000	\$ 0.001688
7.3.3 Residual Interconnection Charge	\$ 0.000000	\$ 0.00000
7.3.4 Information Surcharge	\$ 0.000000	\$ 0.00000

7.3.5 8XX Toll-Free Access Service

7.3.5.1 Customer ID Charge (Per Query)	\$ 0.00308
---	------------

8. VOIP-PSTN TRAFFIC

8.1 General

The VoIP-PSTN Traffic category consists of all traffic that (i) is exchanged in Time Division Multiplexing ("TDM") format and (ii) originates and/or terminates in Internet protocol ("IP") format. See Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Intrastate VoIP-PSTN Traffic services are tariffed within the Company's state access tariff consistent with the FCC Order.

8.2 Application of this Tariff

Except where expressly noted, intrastate VoIP-PSTN Traffic is ordered and provided consistent with all provisions of this Tariff, including those in Section 3 – Switched Access.

8.3 Rating of VoIP-PSTN Traffic

Pursuant to the FCC Order, intrastate VoIP-PSTN Traffic will be billed at rates equal to those tariffed for the Company's functionally equivalent interstate switched access services as described in Section 2 of the Company's federal access services tariff (MCC Telephony, LLC FCC Tariff No. 1).

D
|
|
|
|
|
D