Tariff Schedule Applicable to Resold and Facilities-Based

Local Exchange and Intrastate Interexchange Services

Furnished by

Bandwidth.com CLEC, LLC

Between Points Within the State of Maryland

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CHECK SHEET

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

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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:
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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.

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SECTION 1. GENERAL

1.1 EXPLANATION OF SYMBOLS

(C) - To signify a changed regulation

(O) - 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

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SECTION 1. GENERAL (CONT'D)

1.2 APPLICATION OF TARIFF

1.2.1 This tariff governs the services provided by Bandwidth.com CLEC, LLC that originate and terminate within the State of Maryland. Specific services and rates are described elsewhere in this tariff.

1.2.2 The Company's services are available to business/non-residential and residential customers.

1.2.3 The company offers service statewide within the entire Verizon-MD service area.

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SECTION 1. GENERAL (CONT'D)

1.3 DEFINITIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Authorized User" refers to a person, corporation or other entity that is authorized by the Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User. **(N)** | **(N)**

"Bandwidth.com" refers to Bandwidth.com CLEC, LLC

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

"Company" or "refers to Bandwidth.com CLEC, LLC

"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.

"Customer" the person, firm, partnership, corporation, or other entity that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff. **(T)** **(T)**

"Customer Premises" is any location, equipment or facility designated by the Customer for the purposes of receiving and making use of the Company's services. **(N)** **(N)**

"Commission" refers to the Maryland Public Service Commission.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"End Office" refers to the LEC switching system office or serving wire center where Customer connections are terminated for purposes of interconnection to each other and/or to trunks. **(N)** **(N)**

"Enhanced Service Provider ("ESP")" refers to providers of services over common carrier transmission facilities that employ computer processing applications that act on code, protocol, or similar aspects of a subscriber's transmitted application, that provide the subscriber with different or restructured information, or involve end user interaction with stored information. **(N)** | | **(N)**

Certain material previously found on this page is now located on Page 9.1. **(M)** | **(M)**

SECTION 1. GENERAL (CONT'D)

1.3 DEFINITIONS

"Grandfathered Service" applies to an obsolete and/or outdated service that the Company no longer wishes to provide. The grandfathering of a service is the Company's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers. **(M)** | | **(M)**

"Hunting Service" refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call. **(M)** **(M)**

"Joint User" refers to a person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such services are billed under a joint use arrangement. **(N)** | **(N)**

Certain material now found on this page was previously located on Page 9.

SECTION 1. GENERAL (CONT'D)

1.3 DEFINITIONS (CONT'D)

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Local Calling" refers to a completed call or telephonic communication between Stations associated with the same local service area. **(N)** **(N)**

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a 'per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the PSC.

"Service Order" refers to the written or verbal request for Company services by the Customer and the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Station" refers to the network control signaling unit and/or any other equipment or facility associated with the Customer Premises that enables the Customer to communicate through connections provided by the Company. **(T)** **|** **(T)**

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth.com Customers and used in conjunction with the Services provided pursuant to this tariff.

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between Stations associated with the same local service area. This tariff contains the regulations, rates and charges applicable to resold and facilities-based local exchange and intrastate interexchange services provided by the Company to business/non-residential and residential customers in the State of Maryland. **(T)** | **(T)**

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.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 (Cont'd)

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

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

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

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

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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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 its 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, omissions, interruptions, delays, errors, or defects in facilities continues after notice and demand to the Company.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.2 (Cont'd)

2.3.2.2 The Company will not be liable for any act or omission of any connecting carrier or local exchange Company, except where the 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 or 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

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

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.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATON 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 warrantees 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.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.0 Except as otherwise stated in this tariff, the Customer may be required to enter into a written service order. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service. **(N)** | **(N)**

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.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

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.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service

2.5.1 Bandwidth.com will directly bill the Customer on a monthly basis, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty (20) days, for residential customers and fifteen (15) days for nonresidential customers, of the Bill Date (the "Due Date"). Service will continue to be provided until cancelled by the Customer or discontinued by the Company as set forth in Section 2.12 of this tariff.

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

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

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service (Cont'd)

2.5.5 Late Payment Charges

2.5.5.1 The Company will abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.

2.5.5.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.

2.5.5.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within fifteen (15) days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01 B, respectively.

2.5.5.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 The Company will abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.

2.6.2 In order to establish credit, the Company may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:

2.6.2.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;

2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;

2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and

2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

2.6.3 The Company agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.4 In order to establish credit, the Company may require an applicant for .residential service to demonstrate good paying habits by showing that the applicant:

2.6.4.1 Was a customer of a Maryland utility within the preceding 2 years;

2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;

2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and

2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.

2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.

2.6.6 To the extent collected, customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for nonresidential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Complaints and Billing Disputes

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

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

Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, MD 21202

410-767-8028 (Office of External Relations)
410-767-8000 (Main PSC number)
1-800-492-0474 (Toll-free PSC number)

2.7.3 The Company provides the following toll free number 1-800-808-5150 for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Allowance for Interruptions in Service

2.8.1 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 will 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.

2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Taxes and Fees

2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill. Gross receipt taxes on long distance service will be listed as a separate line item on the customer's bill.

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

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

2.10 Returned Check Charge

The charge for a returned check is $25.00.

2.11 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service

2.12.1 Disconnection of Service Without Notice

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

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

2.12.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.12.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.12.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.12.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2 Disconnection of Service Requiring Notice

2.12.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than ten (10) days in which to remove the cause for denial:

2.12.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.12.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill a contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2.12.2.1.D Non-payment of Bill.

2.12.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least five (5) days, excluding Sundays and holidays in which to make settlement before his service is denied.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2 Disconnection of Service Requiring Notice (Cont'd.)

2.12.2.1 (Cont'd.)

2.12.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than five (5) days notice may be given if necessary to protect the Company's revenues.

2.12.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.12.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.12.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.3 Insufficient Reasons for Denial of Service

2.12.3.1 This regulation applies to both residential and nonresidential services. The following may not constitute cause for refusal of service to a present or prospective customer:

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

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

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

2.12.3.1.D Failure to pay directory advertising charges;

2.12.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.0.(2); or

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

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

2.12.3.1 (Cont'd.)

2.12.3.1.F Failure to pay an outstanding bill that is over seven (7) years old, unless the:

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

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

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

(i) In a fictitious name,

(ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,

(iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Unlawful Use of Service

2.13.1 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:

2.13.1.1 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

2.13.1.2 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.

2.13.2 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 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.

2.15 Telephone Solicitation by Use of Recorded Messages

2.15.1 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.

2.16 Incomplete Calls

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

2.17 Overcharge

2.17.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01. 2.17.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.18 Notices

2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers on record or at such other address or phone numbers as shall be designated from time to time.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Not withstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.20 Station Equipment **(N)**

2.20.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. Unless otherwise agreed by the Company and the Customer, each User is responsible for the provision of wiring or cable necessary to connect to the applicable service demarcation point established by the Company.

2.20.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company-provided equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense. **(N)**

SECTION 3. DESCRIPTION OF SERVICES

3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six (6) months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six (6) months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval. The Company may file a promotional offering on one (1) days notice to the Commission.

3.3 Individual Case Basis ("ICB") Offerings

3.3.1 The tariff will not specify the price of a service 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.

3.4 Customized Pricing Arrangements ("CPAs") Offerings

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

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 Local Exchange Service

3.4.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges to all local exchange access lines connected to a Central Office (CO) of the exchange or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Bandwidth.com offers Verizon Maryland, Inc. Local Exchange Services under resale, and hereby adopts the same local calling areas as defined in their P.S.C. - MD No.2 tariff.

3.4.2 Service is classified as business service and business rates apply when any of the following conditions exist:

- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.

- Service is provided for social clubs (ie. Elks, VFW, Eagles, etc.).

- When the directory listing is a business listing. except when a residence telephone number is listed as an alternate call number in connection with a subscription to business local exchange service.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Long Distance Service

Bandwidth.com's long distance services are intraLATA and/or InterLATA interexchange telephone services that allow customers to originate and terminate calls at locations within the State of Maryland. Bandwidth.com offers its long distance services only under either a volume commitment and/or a term commitment. In some cases Bandwidth.com's intrastate long distance services may be available only as add-ons to interstate long distance services provided by Bandwidth.com as provided in Bandwidth.com's interstate terms and conditions or as posted on the company's website at www.bandwidth.com. Customers who subscribe to local service from Bandwidth.com, but do not subscribe to interLATA interexchange services from Bandwidth.com, may subscribe to intraLATA service from Bandwidth.com, priced in accordance with the rates and procedures used for intraLATA calls. Bandwidth.com will provide customers with the option to select any intraLATA /interLATA carrier in accordance with Section 5.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.6 Directory Assistance

3.6.1 General

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment. in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's telephone account.

3.6.2 Directory Assistance Call Allowance

Residential customers shall receive four (4) free directory assistance calls per month with two (2) requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Direct Inward Dial (DID) Service

3.7.1 General

A. DID Service provides a Customer with a local voice grade telephonic communications channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer Premises.

B. DID Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DID Service apply in addition to: (i) dedicated or switched transport charges (including but not limited to for IP transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.

C. To the extent that contractual rates for DID Service differ from those set forth in Section 4.5, they will be subject to the terms of the Customized Pricing Arrangements ("CPA") as set forth in Section 3.4 of this Tariff.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Direct Inward Dial (DID) Service, (Cont'd.) **(N)**

3.7.2 Service Eligibility, Restrictions and Limitations

A. Connectivity to E911, operator services and directory assistance is not supported by DID Service.

B. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.

C. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

D. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business. **(N)**

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.8 Direct Outward Dial (DOD) Service **(N)**

3.8.1 General

A. DOD Service provides a Customer with a local voice grade telephonic communications channel to originate outbound voice or data calls from local telephone numbers assigned to the Customer. DOD Service transmits the dialed digits for all outbound calls, allowing the Customer's outbound calls to be routed as required by the Customer from the Customer Premises. Where available from the Company, long distance services (*i.e.*, presubscribed 1+ toll calling) can be provided in conjunction with DOD Service or Customers may choose to route traffic to other carriers for long distance termination.

B. Connectivity to E911, operator services and directory assistance is supported by DOD Service.

C. DOD Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DOD Service apply in addition to (i) dedicated or switched transport charges (including but not limited to for IP Transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.

D. To the extent that contractual rates for DOD Service differ from those set forth in Section 4.6, they will be subject to the terms of the Customized Pricing Arrangements ("CPA") as set forth in Section 3.4 of this Tariff. **(N)**

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.8 Direct Outward Dial (DOD) Service, (Cont'd.) **(N)**

3.8.2 Service Availability, restrictions and limitations

A. The Company reserves the right to provision DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.

B. The Company, at its sole discretion reserves the right to limit the quantity of DOD number blocks a Customer may obtain. Requests for 30 or more DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DOD numbers.

C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business. **(N)**

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.9 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service **(N)**

3.9.1 General

A. DID/DOD Service combines DID Service as described in Section 3.7 with (DOD) service as described in Section 3.8. DID/DOD Service provides a Customer with a local voice grade telephonic communications channel to place and receive voice or data calls. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to or from the Customer Premises. Where available from the Company, long distance services (*i.e*, presubscribed 1+ toll calling) can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.

B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.

C. DID/DOD Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DID/DOD Service apply in addition to (i) dedicated or switched transport charges (including but not limited to for IP transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.

D. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 4.7, they will be subject to the terms of the Customized Pricing Arrangements ("CPA") as set forth in Section 3.4 of this Tariff. **(N)**

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.9 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service, (Cont'd) **(N)**

3.9.2 Service availability, restrictions and limitations

A. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.

B. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers.

C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business. **(N)**

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.10 Foreign Exchange Service **(N)**

3.10.1 General

A. Foreign Exchange Service is exchange service furnished from an exchange other than the one which would normally serve the area in which the Customer Premises is located.

B. Foreign Exchange Service may be provided as Inbound Only (in conjunction with DID Service), Outbound Only (in conjunction with DOD Service), or Two-Way service (in conjunction with DID/DOD Service).

C. The local calling area that applies to Foreign Exchange Service is the same as that which regularly applies to other Company-provided local exchange services bearing the same NPA-NXX designation.

D. To the extent that the contractual rates for Foreign Exchange service differ from those set forth in Section 4.8, they will be subject to the terms of the Customized Pricing Arrangements ("CPA") as set forth in Section 3.4 of this Tariff.

3.10.2 Service availability, restrictions and limitations

A. Foreign Exchange Service is only available on and in conjunction with DID Service, DOD Service, and DID/DOD Service. The Customer must purchase DS3 transport between the home and foreign exchanges. The Company may provide other forms of transport to deliver Foreign Exchange Service on a Special Customer Arrangement.

B. The Company reserves the right to provision Foreign Exchange Service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements at a reasonable cost. Where agreed by the Company and where technically feasible, the Customer may also elect to self-provide transport between its "home exchange" and the foreign exchange in lieu of purchasing Foreign Exchange Service from the Company to obtain exchange service in the foreign exchange. **(N)**

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.10 Foreign Exchange Service, (Cont'd.) **(N)**

3.10.2 Service availability, restrictions and limitations (Cont'd.)

C. The Company, at its sole discretion, reserves the right to limit the quantity of telephone number blocks a Customer may obtain in connection with Foreign Exchange Service. Such requests shall be handled in accordance with the policy set forth in this Tariff for the underlying service (*i.e.*, DID Service, DOD Service, or DID/DOD Service). In addition, the Company reserves the right to review vacant stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the telephone numbers.

D. The Customer has no property right to the telephone number or any other call number destination associated with any service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business. **(N)**

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.11 Blocking for 10XXX1+/10XXX011+ Calls **(N)**

This service prevents 10XXX1+ and 10XXX011+ calls from being completed from the Customer's line and is offered subject to the availability of facilities. Provision of this service does not alleviate Customer responsibility for charges associated with completed toll calls. **(N)**

SECTION 4. RATES AND CHARGES

4.1 Calculation of Rates

4.1.1 The chargeable time for a local toll or long distance call is described in Sections 3.5 and 4.3 is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.

4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA intrastate toll calls and a twenty-four (24) second minimum on intraLATA regional toll calls.

4.1.3 Rates based on the time of day or day of week are described in the following rate table.

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

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Issued: January 8, 2008

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service

4.2.1 on-Residential/Business Service

	Monthly Rate	Nonrecurring Charge
First Measured Business Line or Trunk	$19.22	$49.57[1]
Additional Measured Business Line or Trunk	$19.22	$27.49[2]
Changes, Service Restoration To change class, type or grade of service (per line or trunk)	$49.57	
To restore service that has been temporarily disconnected by the Company (per line or trunk, per order)	$49.57	

[1] First Line Per Service Order
[2] Additional Lines on Same Service Order

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.1 Non-Residential/Business Service (Cont'd)

Local Usage Rates

	Day Rate	Evening Rate	Night & Weekend
First Minute	$0.040	$0.028	$0.016
Additional	$0.010	$0.0700$0.004	

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.2 Residential Service

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.2 Residential Service

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.2 Residential Service

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Long Distance Service

4.3.1 Non-Residential/Business Calling Plans

	Select Plan	Standard Plan
IntraLATA Regional Toll	$0.049 Per Minute	$0.099 Per Minute
IntraLATA Intrastate Toll	$0.049 Per Minute	$0.099 Per Minute
Minimum Usage	$5.00 Per Month	$0.00 Per Month

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Long Distance Service (Cont'd)

4.3.1 Non-Residential/Business Calling Plans (Cont'd)

4.3.1.1 IntraLATA/lnterLATA Intrastate Resale[3]

Mileage Band	Rate Period	Rate Period	Rate Period
	Weekdays	Evening	Night/Weekend
	1st Min/ add'l 1 Min	1st Min/ add'l 1 Min	1st Min/ add'l 1 Min
12+ To 16 Miles	$.0809/$.0497	$.0648/$.0398	$.0486/$.0298
16+ To 20 Miles	$.0809/$.0497	$.0648/$.0398	$.0486/$.0298
20+ To 25 Miles	$.0966/$.0809	$.0772/$.0648	$.0579/$.0486
25+ To 30 Miles	$.0966/$.0809	$.0772/$.0648	$.0579/$.0486
30+ To 40 Miles	$.0966/$.0809	$.0772/$.0648	$.0579/$.0486
40+ To 50 Miles	$.1044/$.0888	$.0835/$.0710	$.0626/$.0533
50+ To 70 Miles	$.1044/$.0888	$.0835/$.0710	$.0626/$.0533
70+ Miles	$.1044/$.0966	$.0835/$.0772	$.0626/$.0579

[3] Available via presubscription or as add-ons to interstate long distance as described in Section 3.5.

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Long Distance Service (Cont'd)

4.3.2 Residential Calling Plans

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Long Distance Service (Cont'd)

4.3.2 Residential Calling Plans (Cont'd)

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Long Distance Service (Cont'd)

4.3.2 Residential Calling Plans (Cont'd)

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SECTION 4. RATES AND CHARGES (Cont'd)

4.4 Directory Assistance Service

Per Inquiry	$1.50 (After allowance specified in Section 3.6.2)

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SECTION 4. RATES AND CHARGES (Cont'd)

4.5 Direct Inward Dial (DID) Service (N)

	Nonrecurring	Monthly Recurring
Per DID Number	N/A	$0.50

4.6 Direct Outward Dial (DOD) Service

	Nonrecurring	Monthly Recurring
Per DOD Number	N/A	$0.50

4.7 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service

	Nonrecurring	Monthly Recurring
Per DID/DOD Number	N/A	$0.50

4.8 Foreign Exchange Service

The following rates apply to Foreign Exchange Service. Customers must subscribe to Foreign Exchange Service for a minimum of one (1) year. The pricing listed below is in addition to those rates that apply as set forth elsewhere in this tariff for the underlying service (*i.e.*, DID Service, DOD Service, or DID/DOD Service) with which the Foreign Exchange Service is associated. Foreign Exchange Service is co-terminous with the underlying service with which it is associated.

	Nonrecurring	Monthly Recurring
DS3 Foreign Exchange Service	$500.00	$50.00 per mile

4.9 Blocking for 10XXX1+/10XXX011+ Calls

	Nonrecurring	Monthly Recurring
Per Line or Trunk Arranged	$0.00	$0.00

(N)

SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION.

5.1 General

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

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

An ITP must use Feature Group 0 ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Company at least twenty days prior to the IntraLATA toll-presubscription conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription. Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

SECTION 5. INTRALATAJINTERLATA TOLL PRESUBSCRIPTION (Cont'd)

5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription Choice for Customers

New end user customers (including an existing customer who orders an additional line) who subscribe to local service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon either an IntraLATA and/or an InterLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA and/or an InterLATA PIC choice without charge. In the interim, the customer will be assigned a “No-PIC” and will have to dial an access code to make IntraLATA and/or InterLATA toll calls. The free selection period available to new end users is the thirty day period following installation of service.

Initial free selections available to end users are:

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

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

3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

SECTION 5. INTRALATAIINTERLATA TOLL PRESUBSCRIPTION (Cont'd)

5.2 Presubscription Charge Application

5.2.2 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.7.1.

5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

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

SECTION 6. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

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

5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described: A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company. When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

5.3.2 Verification of Orders for Telemarketing

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

5.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.2.1.B The decision to change the PIC to the ITP; and

5.3.2.1.C The customer's understanding of the PIC change fee; or

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

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

5.3.2 Verification of Orders for Telemarketing (Cont'd)

5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

5.3.3 The Company will follow the Federal Communications Commission and the Maryland Public Service Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA and/or InterLATA toll provider changes.

5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. The Company will only accept a request to change an ITP from the customer.

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.4 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within thirty (30) days of subscribing for service.

5.5 Rates and Charges

5.5.1 Charge for ITP Carrier Change $10.00

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