
END-USER TELECOMMUNICATIONS SERVICES TARIFF

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CONTACTING THE PUBLIC SERVICE COMMISSION

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.]

By Phone:

Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax

Online:

<http://www.dps.ny.gov/complaints.html> or,

(M)

By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350]

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C Changed regulation.
- D Delete or discontinue.
- I Change resulting in an increase to a customer's bill.
- M Moved from another Intrastate Tariff location.
- N New.
- R Change resulting in a reduction to a customer's bill.
- T Change in text or regulation but no change in rate or charge.

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(M)

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

INTRASTATE TARIFF FORMAT

- A. Leaf Numbering - Leaf numbers appear in the upper right corner of the Leaf. leaves are numbered sequentially. However, new Leaves are occasionally added to the Intrastate Tariff. When a new Leaf is added between leaves already in effect, a decimal is added. For example, a new Leaf added between leaves 14 and 15 would be 14.1. ┌
- B. Leaf Revision Numbers - Revision numbers also appear in the upper right corner of each Leaf. These numbers are used to determine the most current Leaf version on file with the Commission. For example, the 4th revised Leaf 14 cancels the 3rd revised Leaf 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Intrastate Tariff approval process, the most current Leaf number on file with the Commission is not always the Leaf in effect. Consult the Check Leaf for the Leaf currently in effect. (M)
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level: └
- 2.
 - 2.1.
 - 2.1.1.
 - 2.I.I.A.
 - 2.I.I.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1 .A. 1 .(a).I.(i).
 - 2.1.1 .A. 1 .(a).I.(i).(l).

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1- DEFINITIONS

Certain terms used generally throughout this Intrastate Tariff are defined below. ┌

Answer Supervision – The transmission of the switch trunk equipment supervisory signal (offhook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Subscriber under the terms and regulations of this Intrastate Tariff. (M)

Carrier or Company – Talkie Communications, Inc., issuer of this Intrastate Tariff, unless otherwise clearly indicated by the context.

Commission – the New York Public Service Commission.

Customer - Any person, firm, corporation or other entity that orders Service and is responsible for the payment of charges and for compliance with the Company's Intrastate Tariff regulations.

Customer-Designated Premises - The premises specified by the Customer for termination of services.

End Office Switch – A switching system where exchange service Customer station loops are terminated for the purposes of interconnection to each other and to trunks. └

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1- DEFINITIONS (Cont'd.)

End User - Any individual, association, corporation, governmental agency or any other entity that uses the services of the Company under the provisions and regulations of this Intrastate Tariff. The End user is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.]

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation. (M)

LATA - 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 for the provision and administration of communications services.

Local Calling Area - A geographic area in which an End User may complete a call without incurring toll charges.

Personal Call – A non-commercial voice message or fax transmission. A Personal Call may not include data transmission or dial-up Internet access.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinates are used in the calculation of airline mileage.]

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company's services offered pursuant to this Intrastate Tariff are furnished for intrastate telecommunications service. The Company may offer these services over its own or resold facilities.]

The Company's obligation to furnish facilities and service is dependent on its ability (a) to secure and retain, without unreasonable expense, suitable facilities; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein. (M)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstance are such that the proposed use of the facilities or service would tend to adversely affect the company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Intrastate Tariff until the indebtedness is satisfied.]

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

2.2 Payment and Credit Regulations

2.2.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. Payment responsibility includes all local and toll calls originating from the Customer's premises and for all calls charged to the customer's lines where any person answering the Customer's line agrees to accept such charges. 7

All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two months after receipt of the bill. Adjustments to Customers' bills shall be made to the extent that circumstances exist that reasonably indicate that such changes are appropriate.

2.2.2 Customer bills for telephone service are due upon receipt, unless other specified by this Intrastate Tariff or by contract. (M)

2.2.3 the event the company incurs fees or expenses, including attorney's fees, collecting or attempting to collect any charges owed to the Company, the Company may charge the customer all such fees and expenses reasonably incurred.

2.2.4 The Company reserves the right to assess a returned-check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned unpaid to the Company by a bank for any reason, including insufficient funds or closed accounts. This charge will be in addition to any charges assessed by any bank. If a customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid, and the Company is not required to issue any additional notice before disconnecting service. J

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

2.2 Payment and Credit Regulations (Cont'd.)

2.2.5 Deposits

Any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and toll charges for up to two months for the facilities and services.]

If the amount of a deposit is proven to be insufficient to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

2.2.6 Advance Payments

For customers whom the Company determines an advance payment is necessary the Company reserves the right to collect an amount not to exceed one month's estimated charges as an advance payment for service. This payment will be applied against the next month's charges, and a new advance payment may be collected for the next month. (M)

2.2.7 Taxes

All state and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes, or associated surcharges, are listed as separate line items on Customers' bills and are not included in the rates listed in this Intrastate Tariff.

2.2.8 Disputed Charges

The Company will provide credit on charges disputed by the customer in writing that are verified as incorrect by the Company. If objection in writing is not received by the company within a reasonable period of time after the bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.]

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

2.3 Refunds or Credits for Service Outages or Deficiencies

2.3.1 Credit Allowance for Interruption of Service

Credit allowances for interruptions of service that are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment, or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.2 herein. No credit is issued for outages less than one day in duration. Credit for outages greater than one day in duration is issued for fixed recurring monthly charges only. No credit is given for usage-sensitive charges. Outage credits are calculated in thirty-minute intervals. The amount of the credit due is determined by pro-rating the monthly recurring charge for the term of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Carrier immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, and is not in wiring or equipment, if any, furnished by the customer and connected to the Carrier's terminal.

]

(M)

2.3.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

]

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd)

2.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.3 above. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.]
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this Intrastate Tariff, the Company's liability, if any, shall be limited as provided herein. (M)
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.]

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

2.4 Liability of the Company (Cont'd.)

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers. 7
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations. (M)
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees.
- H. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company. J

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

Liability of the Company (Cont'd)

- I. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this Intrastate Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Intrastate Tariff
- J. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this Intrastate Tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this Intrastate Tariff.
- K. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- L. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

2.4 Liability of the Company (Cont'd.)

M. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer provided systems, equipment, facilities or service which are interconnected with Company services.]

N. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations. (M)]

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

2.5 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling the Company's intrastate service must have a Certificate of Public Convenience and Necessity from the Commission.

2.6 Minimum Service Period

The minimum service period is one month (30 days).

2.7 Cancellation by Customer

No charge applies when the applicant cancels an application or service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee, which is the less of (i) the costs incurred by the Carrier, or (ii) the charge for the minimum period of the service ordered, plus applicable installation charges.

(M)

Customers of the Company may cancel service at any time upon reasonable notice. Upon such cancellation the Subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

2.8 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given 10 days notice to comply with any rule or remedy any deficiency.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

2.8 Refusal or Discontinuance by Company (Cont'd.)

- A. For failure of a Customer to make a deposit as required under this Intrastate Tariff; ┌
- B. For impersonation of another with fraudulent intent;
- C. For nonpayment of any sum due;
- D. For use of service in a manner reasonably to be expected to frighten, abuse, torment or harass another; (M)
- E. For any other violation of the Company's rules and regulations applying to Customer's contract or the furnishing of service;
- F. Without notice for abandonment of service
- G. Without notice for use of service in such a way as to impair or interfere with the service provided to other Customers;
- H. Without notice for abuse or fraudulent use of service. └

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

2.9 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided by contract.]

2.10 Applicable Law

This Intrastate Tariff shall be subject to and construed in accordance with NEW YORK law.

2.11 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. The Customer is also responsible for recovery costs of company-provided equipment and any expenses required for repair or replacement of damaged equipment. (M)

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with Commission rules and regulations.

2.13 Promotional Campaigns

The company may conduct special promotions from time to time that waive a portion or all processing fees or installation fees. These promotions will be conducted in accordance with state law and Commission rules and regulations.]

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

2.14 Access to Customer's Premises

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the company to enter the premises of the Customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.15 Credit Requirements

The Company reserves the right to deny or cancel service to an entity that does not meet the Company's credit requirements or for which credit information is not available.

2.16 Late Payment Charges

- A. Customer bills for telephone service are due on the date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill, which shall be not less than 15 days from the date of the bill. If payment is not received by the Customer's next billing date, a Late Payment Charge of \$2.50 plus an interest charge of 1.5 percent on the unpaid balance will be applied to all amounts previously billed under this Intrastate Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES

3.1 Quality of Service

The Company will offer local exchange services, including dial tone, local calling services, and access to 911 emergency services, operator services, and telecommunications relay services twenty-four hours a day, seven days a week. The quality of the Company's service will be at least equivalent to the service of the incumbent local exchange company serving the same area.]

The Company will provide its local exchange customers access to 911 emergency services at a level at least equivalent to the service provided by the incumbent local exchange company serving the same area. For residential customers, access to 911 emergency services shall be maintained for the duration of any temporary disconnection due to non-payment of local service. (M)

3.2 Telecommunications Relay Service

When billing calls received from the relay service, the Company will apply a 50 percent discount off the otherwise applicable rate for a voice call. When either the called or calling party indicates that either party to the call is both hearing and visually impaired, the Company will apply a 60 percent discount off the otherwise applicable rate for a voice call.]

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES (Cont'd.)

3.3 Rates for Local Exchange Service

SERVICE/FEATURE	NON-RECURRING CHARGE	MONTHLY RECURRING CHARGE
PRE-PAID LOCAL EXCHANGE SERVICE		\$49.99
CALLWAITING		\$ 5.00
CALLFORWARDING		\$ 5.00
3-WAYCALLING		\$ 5.00
NON-PUBLISHED NUMBER		\$ 5.00
CALL RETURN (*69)		\$ 5.00
CALLER ID		\$10.00
ACTIVATION FEE	\$45.00	
ADD FEATURE(S) For Customers Adding Custom Calling Features <u>After</u> Initial Activation	\$20.00	
DELETE FEATURE(S) For Customers Deleting Custom Calling Features After Initial Activation	\$20.00	

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SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES (Cont'd.)

RECONNECTION For Customers Reactivating Service After Suspension Or Disconnection	\$60.00	
TRANSFER For Customers Moving Service From One Physical Address To Another	\$45.00	

3.4 Message Telecommunications Service

Message Telecommunications Service is a switched outbound service that is available to business and residential Customers from presubscribed lines. Calls are billed with a minimum of eighteen seconds and in six-second increments thereafter. Calls originate on Customer-provided access lines. Rates are not mileage- or time-of-day sensitive.

Rate per Minute: \$0.10

3.5 Taxes and Surcharges

All federal, state and local taxes and surcharges, including but not limited to gross receipts taxes, sales taxes, federal network access charges, municipal utilities taxes, or associated surcharges, are listed as separate line items on Customers' bills and are not included in the rates listed in this Intrastate Tariff.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4- CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

4.1 Contracts

The Company may provide any of the services offered under this Intrastate Tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Intrastate Tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings that may be offered by the Company from time to time.

4.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 – USE OF FACILITIES AND SERVICE

5.1 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

5.2 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.3 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.4 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 609 of 16 NYCRR.
- e. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.
- f. Nonpayment of back billed amounts as outlined in 2.10.12.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.4.1 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.4.2 Termination for Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. If, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or

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SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.4.2 Termination for Cause Other Than Nonpayment (cont'd)

General (cont'd)

3. In the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. In the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.11.7 regarding Deferred Payment Agreements.

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SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.4.2 Termination for Cause Other Than Nonpayment (cont'd)

General (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
 2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
 3. The use of profane or obscene language;
 4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
 5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
 6. Permitting fraudulent use.
-

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SECTION 5 – USE OF FACILITIES AND SERVICE (Cont'd)

5.4.2 Termination for Cause Other Than Nonpayment (cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.4.2 Termination for Cause Other Than Nonpayment (cont'd)

c. Abandonment or Unauthorized Use of Facilities (cont'd)

c. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

5.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.6 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

5.7 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.8 Additional Provisions Applicable to Business Customers

- a. Business rates as described in Section 7 and shown in Attachment 1 apply to service furnished:
 1. In office buildings, stores, factories and all other places of a business nature;
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 3. At any location when the listing or public advertising indicates a business or a profession;
 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
-

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SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.8 Additional Provisions Applicable to Business Customers (cont'd)

5 At any location where the customer resells or shares exchange service;

b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

5.9 Additional Provisions Applicable to Residential Customers

5.9.1 Application of Rates

Residential rates as described in Section 6 and shown in Attachment 1 apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

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SECTION 5 – USE OF FACILITIES AND SERVICE (cont'd)

5.9 Additional Provisions Applicable to Residential Customers (cont'd)

5.9.1 Application of Rates (cont'd)

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

5.9.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 – USE OF FACILITIES AND SERVICE (Cont'd)

5.10 Suspension or Termination for Nonpayment

- c. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 – IntraLATA TOLL USAGE AND MILEAGE CHARGES

6.1 General

6.1.1 Description

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

6.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- a. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 – IntraLATA TOLL USAGE AND MILEAGE CHARGES

6 IntraLATA Toll Usage and Mileage Charges (cont'd)

6.1 General (cont'd)

6.1.2 Classes of Calls (cont'd)

- b. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 – IntraLATA TOLL USAGE AND MILEAGE CHARGES

6 IntraLATA Toll Usage and Mileage Charges (cont'd)

6.2 Timing of Calls

- 6.2.1 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 6.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 6.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 6.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 6.2.5 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

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SECTION 6 – IntraLATA TOLL USAGE AND MILEAGE CHARGES

6 IntraLATA Toll Usage and Mileage Charges (cont'd)

6.3 Time Periods Defined Unless otherwise indicated in this Tariff, the following time periods apply.

6.3.1 Peak: 7:00 a.m. to, but not including, 7:00 p.m. - Monday through Friday

6.3.2 Off-Peak: 7:00 p.m. to, but not including, 7:00 a.m. - Sunday through Friday

All day Saturday and Sunday

All Holidays

6.3.3 Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.

6.3.4 All times refer to local time.

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SECTION 6 – IntraLATA TOLL USAGE AND MILEAGE CHARGES

6 IntraLATA Toll Usage and Mileage Charges (cont'd)

6.4 Regulations and Computation of Mileage

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

6.4.1 Originating Rate Center

A customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

6.4.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

6.4.3 Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

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SECTION 6 – IntraLATA TOLL USAGE AND MILEAGE CHARGES

6 IntraLATA Toll Usage and Mileage Charges (cont'd)

6.4 Regulations and Computation of Mileage (cont'd)

The distance between any two rate centers is determined as follows:

6.4.3 Calculation of Mileage (cont'd)

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. to determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
 - b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
 - c. Square each difference obtained in step b., above.
 - d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
 - e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
 - f. 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.
-

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SECTION 6 – IntraLATA TOLL USAGE AND MILEAGE CHARGES

6 IntraLATA Toll Usage and Mileage Charges (cont'd)

6.4 Regulations and Computation of Mileage (cont'd)

6.4.3 Calculation of Mileage (cont'd)

$$\text{Formula: } \frac{\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}}{10}$$

6.5 Call Charges

Rates are based on the duration of the call as measured according to Section 4.2 above, time of day rate period of the call as described in Section 4.3 and the airline mileage between points of the call as described in Section 4.4. in addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

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SECTION 6 – IntraLATA TOLL USAGE AND MILEAGE CHARGES

6 IntraLATA Toll Usage and Mileage Charges (cont'd)

6.5.1 Usage Charges

Minimum:

Rates may be reduced selectively and in varying amounts, down to incremental cost, on one day's notice to customers and the Public Service Commission.

Maximum:

Mileage	Peak		Off-Peak	
	First Minute	Each Additional Minute	First Minute	Each Additional Minute
0 – 8	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
9 - 13	0.00	0.00	0.00	0.00
over 13	0.00	0.00	0.00	0.00

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SECTION 6 – IntraLATA TOLL USAGE AND MILEAGE CHARGES

6 IntraLATA Toll Usage and Mileage Charges (cont'd)

6.5 Call Charges (cont'd)

6.5.2 Per Call Service Charges

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed Calling Card	\$0.00	\$0.00
Person to Person	\$0.00	\$ 0.00
3rd Number Billed	\$0.00	\$ 0.00
All other Operator Assistance	\$0.00	\$ 0.00

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 7 – BLOCKING SERVICE

7 Blocking Service

7.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

- a. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- b. 976 Blocking – allows the subscriber to block all calls beginning with this prefix from being placed.
- c. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- d. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 7 – BLOCKING SERVICE (cont'd)

7 Blocking Service (cont'd)

7.1 General (cont'd)

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

- e. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- f. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

7.2 Regulations

- a. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- b. Blocking Service is available where equipment and facilities permit.

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SECTION 7 – BLOCKING SERVICE (cont'd)

7 Blocking Service (cont'd)

7.3 Rates and Charges

a. Recurring and Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

Nonrecurring Charge

	<u>Minimum</u>	<u>Maximum</u>
900 and 700 Blocking		
Residential	\$ 0.00	\$ 0.00
Business (up to 200 lines)	\$ 0.00	\$0.00
976 Blocking		
Residential	\$ 0.00	\$ 0.00
Business (up to 200 lines)	\$ 0.00	\$ 0.00

The nonrecurring charge for initial request of one and two-line business customers is waived for 90 days from the customer's service establishment date.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 7 – BLOCKING SERVICE (cont'd)

7 Blocking Service (cont'd)

7.3 Rates and Charges (cont'd)

a. Recurring and Nonrecurring Charges (cont'd)

Monthly Charges

Third Number Billed and Collect Call Restriction	<u>Minimum</u>	<u>Maximum</u>
-----------------------------------------------------	----------------	----------------

Residential	\$ 0.00	\$ 0.00
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Business (up to 200 lines)	\$ 0.00	\$ 0.00
----------------------------	---------	---------

Toll Restriction

Residential	\$0.00	\$ 0.00
-------------	--------	---------

Business (up to 200 lines)	\$0.00	\$ 0.00
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Toll Restriction Plus

Residential	\$ 0.00	\$ 0.00
-------------	---------	---------

Business (up to 200 lines)	\$ 0.00	\$ 0.00
----------------------------	---------	---------

Direct Inward Dialing Blocking
(Third Party and Collect Call)

Initial Activation	\$ 0.00	\$ 0.00
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Subsequent Activation (per line)	\$ 0.00	\$ 0.00
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- b. Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.

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SECTION 7 – BLOCKING SERVICE (cont'd)

7 Blocking Service (cont'd)

7.3 Rates and Charges (cont'd)

- c. Connection charges apply as specified in Section 3 of this tariff.

SECTION 8 – SERVICE DESCRIPTION AND RATES

8 Service Description and Rates

8.1 Basic Business Line Service

a. General

Basic Business Line Service provides a customer with a one or more voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis.

b. Flat Rate Basic Business Line Service

1. Description

Service to points within the local calling area is included in the charge for Flat Rate Service.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 8 – SERVICE DESCRIPTION AND RATES (cont'd)

8 Service Description and Rates (cont'd)

8.1 Basic Business Line Service (cont'd)

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$ 0.00	\$ 0.00
Monthly Recurring Charges:		
Each Service Line	\$ 0.00	\$ 0.00
Voice Mail Option, per line	\$ 0.00	\$0.00
Custom Calling Features (per line, per		
Each feature	\$ 0.00	\$ 0.00
Package of 3 features	\$ 0.00	\$ 0.00
Package of 6 features	\$ 0.00	\$ 0.00
Package of 9 features	\$ 0.00	\$ 0.00

	<u>Minimum</u>	<u>Maximum</u>
CLASS Features (per line, per)		
Each feature	\$ 0.00	\$ 0.00
Package of 3 features	\$ 0.00	\$ 0.00
Package of 6 features	\$ 0.00	\$ 0.00
Package of 9 features	\$ 0.00	\$ 0.00

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 8 – SERVICE DESCRIPTION AND RATES (cont'd)

8 Service Description and Rates (cont'd)

8.1 Basic Business Line Service (cont'd)

a. Message Rate Basic Business Line Service

1. Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$ 0.00	\$ 0.00
Monthly Recurring Charges:		
Each Base Service Line	\$ 0.00	\$ 0.00
Voice Mail Option, per line	\$ 0.00	\$ 0.00

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 8 – SERVICE DESCRIPTION AND RATES (cont'd)

8 Service Description and Rates (cont'd)

8.1 Basic Business Line Service (cont'd)

2. Recurring and Nonrecurring Charges (cont'd)

	<u>Minimum</u>	<u>Maximum</u>
Custom Calling Features: (per line, per month)		
Each feature	\$ 0.00	\$ 0.00
Package of 3 features	\$ 0.00	\$ 0.00
Package of 6 features	\$ 0.00	\$ 0.00
Package of 9 features	\$ 0.00	\$0.00
CLASS Features (per line, per month)		
Each feature	\$0.00	\$ 0.00
Package of 3 features	\$0.00	\$ 0.00
Package of 6 features	\$0.00	\$ 0.00
Package of 9 features	\$0.00	\$ 0.00
3. Message Usage Charges		
Per Message	\$ 0.00	\$ 0.00

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SECTION 9 – UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

9.1 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

9.2 New York Relay Service

9.2.1 General

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

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SECTION 9 – UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

9.2 New York Relay Service (cont'd)

9.2.2 Regulations

- a. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- d. The following calls may not be placed through the Relay Service:
 1. calls to informational recordings and group bridging service;
 2. calls to time or weather recorded messages;
 3. station sent paid calls from coin telephones; and
 4. operator-handled conference service and other teleconference calls.

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SECTION 9 – UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

9.2 New York Relay Service (cont'd)

9.2.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding 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.

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SECTION 10 – SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

10 Schools and Libraries Discount Program

10.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff and the (additional company tariff references, if appropriate) at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. to be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules.

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SECTION 10 – SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

10 Schools and Libraries Discount Program (cont'd)

10.1 General (cont'd)

Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

10.2 Regulations

a. Obligation of eligible schools and libraries - Requests for service

1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC and follow established procedures.
3. Services requested will be used for educational purposes.
4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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SECTION 10 – SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

10 Schools and Libraries Discount Program (cont'd)

10.2 Regulations (cont'd)

b. Obligations of the Company

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.
2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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SECTION 10 – SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

10 Schools and Libraries Discount Program (cont'd)

10.3 Discounted Rates for Schools and Libraries

- a. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- b. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- c. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- d. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 11 – EMERGENCY/CRISIS/DISASTER RESTORATION AND – PROVISIONING TELECOMMUNICATION SERVICE PRIORITY

11.1 General

a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States. TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook for The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 11 - EMERGENCY/CRISIS/DISASTER RESTORATION AND – PROVISIONING TELECOMMUNICATION SERVICE PRIORITY (cont'd)

11.1 General (cont'd)

- b. The TSP program has two components, restoration and provisioning.
 - 1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

11.2 TSP Request Process – Restoration

- a. To request a TSP restoration priority assignment, a prospective TSP user must:
 - 1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - a) National Security Leadership
 - b) National Security Posture and U.S. Population Attack Warning
 - c) Public Health, Safety, and Maintenance of Law and Order
 - d) Public Welfare and Maintenance of National Economic Posture

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 11 - EMERGENCY/CRISIS/DISASTER RESTORATION AND – PROVISIONING TELECOMMUNICATION SERVICE PRIORITY (cont'd)

11.2 TSP Request Process – Restoration (cont'd)

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>). For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
4. Submit the SF 315 to the OPT.
5. To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 11.2.a. above for restoration priority assignment except for the following differences. The user should:

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SECTION 11 - EMERGENCY/CRISIS/DISASTER RESTORATION AND – PROVISIONING TELECOMMUNICATION SERVICE PRIORITY (cont'd)

11.2 TSP Request Process – Restoration (cont'd)

- b. To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 11.2.a. above for restoration priority assignment except for the following differences. The user should:
 1. Certify that its telecommunications service is an Emergency service.
Emergency services are those that support one of the NS/EP functions listed in 11.2.a.1. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
 - c. Verify that the Company cannot meet the service due date without a TSP assignment.
 - d. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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SECTION 11 - EMERGENCY/CRISIS/DISASTER RESTORATION AND – PROVISIONING TELECOMMUNICATION SERVICE PRIORITY (cont'd)

11.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.
- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unused services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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SECTION 11 - EMERGENCY/CRISIS/DISASTER RESTORATION AND – PROVISIONING TELECOMMUNICATION SERVICE PRIORITY (cont'd)

11.4 Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.
- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

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SECTION 11 - EMERGENCY/CRISIS/DISASTER RESTORATION AND – PROVISIONING TELECOMMUNICATION SERVICE PRIORITY (cont'd)

11.4 Responsibilities of the Company (cont'd)

- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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SECTION 11 - EMERGENCY/CRISIS/DISASTER RESTORATION AND – PROVISIONING TELECOMMUNICATION SERVICE PRIORITY (cont'd)

11.5 Preemption

When spare facilities are not available, it may be for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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SECTION 12 – CRITICAL FACILITIES ADMINISTRATION

12.1 Program Overview

- a. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.

- b. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

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SECTION 12 – CRITICAL FACILITIES ADMINISTRATION (cont'd)

12.2 Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- a. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- b. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

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SECTION 12 – CRITICAL FACILITIES ADMINISTRATION (cont'd)

12.3 Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- a. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
 - b. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
 - c. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
 - d. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
-

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SECTION 12 – CRITICAL FACILITIES ADMINISTRATION
(cont'd)

12.3 Carrier Obligations (cont'd)

- e. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.

- f. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

12.4 Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

	Minimum	Maximum
Per Hour	\$0.00	\$0.00

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