
MARYLAND LOCAL EXCHANGE SERVICES PRODUCT GUIDE

6. EMERGENCY SERVICES, (Cont'd)**6.1 Emergency Telephone Services, (Cont'd)****6.1.2 Private Switch / Automatic Location Identification (PS/ALI), (Cont'd)****6.1.2.3 Requirements, (Cont'd)**

- (n) The Company's liability in furnishing this service is further set forth in Section 2.3 of this Product Guide. Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or 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, location or use of Private Switch/Automatic Location Identification Service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection 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 911 services using Private Switch/Automatic Location Identification Service hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.

EFFECTIVE: November 1, 2018

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Effective January 31, 2020, the services in this product guide are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.

Effective November 30, 2020, the services in this product guide are withdrawn for all Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.

(N)
|
(N)

7. CONTRACT TARIFFS

7.1 **Contract Tariff Option 101**

7.1.1 Description: This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 101:

<u>Rate/Service Element</u>	<u>Section</u>
Flat Rate Local Usage for ISDN-PRI & T1 Service	4.3.34
ISDN-PRI Service	4.3.4

7.1.2 Eligibility: The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 101:

7.1.2.1 The customer must subscribe to this Option 101 by submitting a written authorization in a manner designated by the Company during the period from April 12, 2015 through July 31, 2015 (the "Subscription Period");

7.1.2.2 The customer must order new installations of at least one of the following services listed above in Section 7.1.1.

7.1.2.3 The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 101, unless the later date is designated by the Company.

7.1.2.4 The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 101.

7.1.3 Service Period: The Service Period subscribed to under this Option 101 is one, two, or three years and Company and Customer must agree on the service period prior to commencement of service. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

7.1.4 Terms and Conditions

7.1.4.1 Except as set forth in this Option 101, the rates, terms and conditions set forth in the sections listed for the Subscribed Services shown in Section 7.1.1 will apply for the Subscribed Service.

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7. CONTRACT TARIFFS, (CONT'D)**7.1 Contract Tariff Option 101, (Cont'd)****7.1.4 Terms and Conditions. (Cont'd)**

7.1.4.2 The discount set forth in 7.1.5 will be applied to the products outlined in Section 7.1.1 above in use beginning April 12, 2015 with the rates discounted as set forth in Sections 7.1.5 that is subscribed to in this Option 101.

7.1.4.3 Upon completion of the applicable Service Period, the customer must choose one of the following options:

- A.** discontinue service without termination liability; or
- B.** select any then offered term plan or contract tariff option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection, the customer's subscription to the service will continue in accordance with option (2).

7.1.4.4 If a service subscribed to in this Option 101 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.14 found in XO's Local Exchange Services Product Guide.

7.1.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 101:

7.1.5.1 Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount Percentage</u>
Flat Rate Local Usage for ISDN-PRI & T1 Service	4.3.34	4.3%
ISDN-PRI Service	4.3.4	4.3%

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7. CONTRACT TARIFFS, (CONT'D)**7.2 Contract Tariff Option 102**

7.2.1 Description: This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 102:

<u>Rate/Service Element</u>	<u>Section</u>
Flat Rate Local Usage for ISDN-PRI & T1 Service	4.3.34
ISDN-PRI Service	4.3.4

7.2.2 Eligibility: The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 102:

7.2.2.1 The customer must subscribe to this Option 102 by submitting a written authorization in a manner designated by the Company during the period from April 12, 2015 through May 12, 2015 (the "Subscription Period");

7.2.2.2 In order to be eligible for this contract, Customer's most recent prior month's invoice's total Monthly Recurring Charges must have increased on its current invoice from its December 2014 invoice by more than three (3) percent due to an increase in its rates.

7.2.2.3 The customer must enter into a new one, two, or three year term contract for the discounted service that is at least twelve months longer than the length of service remaining on their current contract for the services being discounted.

7.2.2.4 The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 102, unless the later date is designated by the Company.

7.2.2.5 The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 102.

7.2.3 Service Period: The Service Period for the Subscribed Services under this Option 102 is calculated as explained in 7.2.2.C above. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

 EFFECTIVE: October 1, 2015

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7. CONTRACT TARIFFS, (CONT'D)**7.2 Contract Tariff Option 102, (Cont'd)****7.2.4 Terms and Conditions**

7.2.4.1 Except as set forth in this Option 102, the rates, terms and conditions set forth in Sections listed for the Subscribed Services in 7.2.1 apply for the Subscribed Services.

7.2.4.2 The discount set forth in 7.2.5 will be applied to the Subscribed Services in use beginning as indicated in customer's new service order.

7.2.4.3 Upon completion of the applicable Service Period, the customer must choose one of the following options:

- A.** discontinue service without termination liability; or
- B.** select any then offered term plan or contract tariff option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection 10.2.4.C. the customer's subscription to the service will continue in accordance with option (2).

7.2.4.4 If a service subscribed to in this Option 102 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.14 of XO's Local Exchange Services Product Guide.

7.2.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 102:

7.2.5.1 Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount Percentage</u>
Flat Rate Local Usage for ISDN-PRI & T1 Service	4.3.34	4.3%
ISDN-PRI Service	4.3.4	4.3%

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7. CONTRACT TARIFFS, (CONT'D)**7.3 Contract Tariff Option 103**

7.3.1 Description: This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 103:

<u>Rate/Service Element</u>	<u>Section</u>
DID Number Blocks of 20	4.3.3.2, 4.3.19.2, 5.1.2.5
DID Number Blocks of 100	4.3.3.2, 4.3.19.2
Full Digital Switched T1 Service	4.3.3.2
Calling Name Delivery for ISDN-PRI Service	4.3.4.6
Centrex Service	4.3.10
Remote Call Forwarding, First Path	4.3.15
Deluxe XOptions #5	4.3.14.5
Deluxe XOptions #6	4.3.14.6
Deluxe XOptions #7	4.3.14.7
Deluxe XOptions #15	4.3.14.15
Deluxe XOptions #16	4.3.14.16
Metra XOptions #5	4.3.56.1
Metra XOptions #6	4.3.56.2
Metra XOptions #15	4.3.56.5
Metra XOptions #16	4.3.56.6
XOptions #5	5.1.4.5
XOptions #6	5.1.4.6
XOptions #7	5.1.4.7
XOptions #15	5.1.4.15
XOptions #16	5.1.4.16
Premium XOptions #5	5.1.7.5
Premium XOptions #6	5.1.7.6
Premium XOptions #7	5.1.7.7
Premium XOptions #15	5.1.7.15
Premium XOptions #16	5.1.7.16

7.3.2 Eligibility: The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 103:

7.3.2.1 The customer must subscribe to this Option 103 by submitting a written authorization in a manner designated by the Company during the period from April 12, 2015 through July 31, 2015 (the "Subscription Period");

7.3.2.2 The customer must order new installations of at least one of the following services listed above in Section 7.3.1. The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 103, unless the later date is designated by the Company.

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7. CONTRACT TARIFFS, (CONT'D)**7.3 Contract Tariff Option 103, (Cont'd)****3.3.2 Eligibility, (Cont'd)**

7.3.2.3 The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 103, unless the later date is designated by the Company.

7.3.2.4 The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 103.

7.3.3 Service Period: The Service Period subscribed to under this Option 103 is one, two, or three years and Company and Customer must agree on the service period prior to commencement of service. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

7.3.4 Terms and Conditions

7.3.4.1 Except as set forth in this Option 103, the rates, terms and conditions set forth in the sections listed for the Subscribed Services shown in 7.3.1 will apply for the Subscribed Service.

7.3.4.2 The discount set forth in 7.3.5 will be applied to the products outlined in Section 7.3.1 above in use beginning April 12, 2015 with the rates discounted as set forth in Section 7.3.5 that is subscribed to in this Option 103.

7.3.4.3 Upon completion of the applicable Service Period, the customer must choose one of the following options:

- A.** discontinue service without termination liability; or
- B.** select any then offered term plan or contract tariff option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection, the customer's subscription to the service will continue in accordance with option (2).

7.3.4.4 If a service subscribed to in this Option 103 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.14 in XO's Local Exchange Services Product Guide

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7. CONTRACT TARIFFS, (CONT'D)**7.3 Contract Tariff Option 103, (Cont'd)****7.3.5 Rates and Charges**

The following discounts will be applied during the selected Service Period of this Option 103:

7.3.5.1 Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount</u>
DID Number Blocks of 20	4.3.3.2, 4.3.19.2, 5.1.2.5	4.3%
DID Number Blocks of 100	4.3.3.2, 4.3.19.2	4.3%
Full Digital Switched T1 Service	4.3.3.2	4.3%
Calling Name Delivery for ISDN-PRI Service	4.3.4.6	4.3%
Centrex Service	4.3.10	4.3%
Remote Call Forwarding, First Path	4.3.15	4.3%
Deluxe XOptions #5	4.3.14.5	4.3%
Deluxe XOptions #6	4.3.14.6	4.3%
Deluxe XOptions #7	4.3.14.7	4.3%
Deluxe XOptions #15	4.3.14.15	4.3%
Deluxe XOptions #16	4.3.14.16	4.3%
Metra XOptions #5	4.3.56.1	4.3%
Metra XOptions #6	4.3.56.2	4.3%
Metra XOptions #15	4.3.56.5	4.3%
Metra XOptions #16	4.3.56.6	4.3%
XOptions #5	5.1.4.5	4.3%
XOptions #6	5.1.4.6	4.3%
XOptions #7	5.1.4.7	4.3%
XOptions #15	5.1.4.15	4.3%
XOptions #16	5.1.4.16	4.3%
Premium XOptions #5	5.1.7.5	4.3%
Premium XOptions #6	5.1.7.6	4.3%
Premium XOptions #7	5.1.7.7	4.3%
Premium XOptions #15	5.1.7.15	4.3%
Premium XOptions #16	5.1.7.16	4.3%

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7. CONTRACT TARIFFS, (CONT'D)**7.4 Contract Tariff Option 104**

7.4.1 Description: This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 104:

<u>Rate/Service Element</u>	<u>Section</u>
DID Number Blocks of 20	4.3.3.2, 4.3.19.2, 5.1.2.5
DID Number Blocks of 100	4.3.3.2, 4.3.19.2
Full Digital Switched T1 Service	4.3.3.2
Calling Name Delivery for ISDN-PRI Service	4.3.4.6
Centrex Service	4.3.10
Remote Call Forwarding, First Path	4.3.15
Deluxe XOptions #5	4.3.14.5
Deluxe XOptions #6	4.3.14.6
Deluxe XOptions #7	4.3.14.7
Deluxe XOptions #15	4.3.14.15
Deluxe XOptions #16	4.3.14.16
Metra XOptions #5	4.3.56.1
Metra XOptions #6	4.3.56.2
Metra XOptions #15	4.3.56.5
Metra XOptions #16	4.3.56.6
XOptions #5	5.1.4.5
XOptions #6	5.1.4.6
XOptions #7	5.1.4.7
XOptions #15	5.1.4.15
XOptions #16	5.1.4.16
Premium XOptions #5	5.1.7.5
Premium XOptions #6	5.1.7.6
Premium XOptions #7	5.1.7.7
Premium XOptions #15	5.1.7.15
Premium XOptions #16	5.1.7.16

7.4.2 Eligibility: The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 104:

7.4.2.1 The customer must subscribe to this Option 104 by submitting a written authorization in a manner designated by the Company during the period from April 12, 2015 through May 12, 2015 (the "Subscription Period");

7.4.2.2 In order to be eligible for this contract, Customer's most recent prior month's invoice's total Monthly Recurring Charges must be have increased on its current invoice from its December 2014 invoice by more than three (3) per cent due to an increase in its rates.

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7. CONTRACT TARIFFS, (CONT'D)**7.4 Contract Tariff Option 104, (Cont'd)****7.4.2 Eligibility: (Cont'd)**

7.4.2.3 The customer must enter into a new one, two, or three year term contract for the discounted service that is at least twelve months longer than the length of service remaining on their current contract for the services being discounted.

7.4.2.4 The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 104, unless the later date is designated by the Company.

7.4.2.5 The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 104.

7.4.3 Service Period: The Service Period for the Subscribed Services under this Option 104 is calculated as explained in 7.4.2.C above. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

7.4.4 Terms and Conditions

7.4.4.1 Except as set forth in this Option 104, the rates, terms and conditions set forth in the Sections listed for the Subscribed Services in 7.4.1 apply for the Subscribed Services.

7.4.4.2 The discount set forth in 7.4.5 will be applied to the Subscribed Services in use beginning as indicated in customer's new service order.

7.4.4.3 Upon completion of the applicable Service Period, the customer must choose one of the following options:

A. discontinue service without termination liability; or

B. select any then offered term plan or contract tariff option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection 7.4.4.C. the customer's subscription to the service will continue in accordance with option (2).

7.4.4.4 If a service subscribed to in this Option 104 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.14 in XO's Local Exchange Services MD Product Guide.

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7. CONTRACT TARIFFS, (CONT'D)**7.4 Contract Tariff Option 104, (Cont'd)****7.4.5 Rates and Charges**

The following discounts will be applied during the selected Service Period of this Option 104:

7.4.5.1 Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount</u>
DID Number Blocks of 20	4.3.3.2, 4.3.19.2, 5.1.2.5	4.3%
DID Number Blocks of 100	4.3.3.2, 4.3.19.2	4.3%
Full Digital Switched T1 Service	4.3.3.2	4.3%
Calling Name Delivery for ISDN-PRI Service	4.3.4.6	4.3%
Centrex Service	4.3.10	4.3%
Remote Call Forwarding, First Path	4.3.15	4.3%
Deluxe XOptions #5	4.3.14.5	4.3%
Deluxe XOptions #6	4.3.14.6	4.3%
Deluxe XOptions #7	4.3.14.7	4.3%
Deluxe XOptions #15	4.3.14.15	4.3%
Deluxe XOptions #16	4.3.14.16	4.3%
Metra XOptions #5	4.3.56.1	4.3%
Metra XOptions #6	4.3.56.2	4.3%
Metra XOptions #15	4.3.56.5	4.3%
Metra XOptions #16	4.3.56.6	4.3%
XOptions #5	5.1.4.5	4.3%
XOptions #6	5.1.4.6	4.3%
XOptions #7	5.1.4.7	4.3%
XOptions #15	5.1.4.15	4.3%
XOptions #16	5.1.4.16	4.3%
Premium XOptions #5	5.1.7.5	4.3%
Premium XOptions #6	5.1.7.6	4.3%
Premium XOptions #7	5.1.7.7	4.3%
Premium XOptions #15	5.1.7.15	4.3%
Premium XOptions #16	5.1.7.16	4.3%

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7. CONTRACT TARIFFS, (Cont'd)**7.5 Contract Tariff Option 105**

7.5.1 Description: This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 105:

<u>Rate/Service Element</u>	<u>Section</u>
Small Business Basic Business Line I	4.3.2
Business Services Basic Business Line I	4.3.27
Small Business Basic Business Line II	4.3.30
Business Services Basic Business Line II	4.3.32

7.5.2 Eligibility: The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 105:

- A.** The customer must subscribe to this Option 105 by submitting a written authorization in a manner designated by the Company during the period from September 5, 2015 through December 31, 2015 (the "Subscription Period");
- B.** The customer must order new installations of at least one of the following services listed above in Section 7.5.1.
- C.** The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 105, unless the later date is designated by the Company.
- D.** The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 105.

7.5.3 Service Period: The Service Period subscribed to under this Option 105 is one, two, or three years and Company and Customer must agree on the service period prior to commencement of service. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

7.5.4 Terms and Conditions

- A.** Except as set forth in this Option 105, the rates, terms and conditions set forth in the sections listed for the Subscribed Services shown in Section 7.5.1 will apply for the Subscribed Service.

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7. CONTRACT TARIFFS, (CONT'D)**7.5.3 Contract Tariff Option 105, (Cont'd)****7.5.4 Terms and Conditions. (Cont'd)**

- B.** The discount set forth in 7.5.5 will be applied to the products outlined in Section 7.5.1 above in use beginning September 5, 2015 with the rates discounted as set forth in Sections 7.5.5 that is subscribed to in this Option 105.
- C.** Upon completion of the applicable Service Period, the customer must choose one of the following options:
- (1)** discontinue service without termination liability; or
 - (2)** select any then offered term plan or contract tariff option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection, the customer's subscription to the service will continue in accordance with option (2).
- D.** If a service subscribed to in this Option 105 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.14.

7.5.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 105:

A. Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount Percentage</u>
Small Business Basic Business Line I	4.3.2	4.3%
Business Services Basic Business Line I	4.3.27	4.3%
Small Business Basic Business Line II	4.3.30	4.3%
Business Services Basic Business Line II	4.3.32	4.3%

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7. CONTRACT TARIFFS, (CONT'D)**7.6 Contract Tariff Option 106**

7.6.1 Description: This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 106:

<u>Rate/Service Element</u>	<u>Section</u>
Small Business Basic Business Line I	4.3.2
Business Services Basic Business Line I	4.3.27
Small Business Basic Business Line II	4.3.30
Business Services Basic Business Line II	4.3.32

7.6.2 Eligibility: The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 106:

- A.** The customer must subscribe to this Option 106 by submitting a written authorization in a manner designated by the Company during the period from September 5, 2015 through December 31, 2015 (the "Subscription Period");
- B.** In order to be eligible for this contract, Customer's most recent prior month's invoice's total Monthly Recurring Charges must have increased on its current invoice from its December 2014 invoice by more than three (3) percent due to an increase in its rates.
- C.** The customer must enter into a new one, two, or three year term contract for the discounted service that is at least twelve months longer than the length of service remaining on their current contract for the services being discounted.
- D.** The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 102, unless the later date is designated by the Company.
- E.** The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 106.

7.6.3 Service Period: The Service Period for the Subscribed Services under this Option 106 is calculated as explained in 6.4.2.C above. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

EFFECTIVE: October 1, 2015

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MARYLAND LOCAL EXCHANGE SERVICES PRODUCT GUIDE

7. CONTRACT TARIFFS, (CONT'D)**7.6 Contract Tariff Option 106, (Cont'd)****7.6.4 Terms and Conditions**

- A.** Except as set forth in this Option 106, the rates, terms and conditions set forth in Sections listed for the Subscribed Services in 7.6.1 apply for the Subscribed Services.
- B.** The discount set forth in 7.6.5 will be applied to the Subscribed Services in use beginning as indicated in customer's new service order.
- C.** Upon completion of the applicable Service Period, the customer must choose one of the following options:
 - (1)** discontinue service without termination liability; or
 - (2)** select any then offered term plan or contract tariff option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection 7.6.4.C. the customer's subscription to the service will continue in accordance with option (2).
- D.** If a service subscribed to in this Option 106 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.14.

7.6.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 106:

A. Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount Percentage</u>
Small Business Basic Business Line I	4.3.2	4.3%
Business Services Basic Business Line I	4.3.27	4.3%
Small Business Basic Business Line II	4.3.30	4.3%
Business Services Basic Business Line II	4.3.32	4.3%

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