LOCAL EXCHANGE SERVICE

2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Maryland under the terms of this tariff..

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Maryland.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company, or allow the Company access to retrieve, all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or 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 acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. 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 ordinary negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed $1,000. 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 tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 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.

2.1.4.4 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 or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen, except where contracted by the Company.

2.1.4.5 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.

2.1.4.6 RESERVED FOR FUTURE USE.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.7 The Company shall not be liable for any defacement of or damage to the Customer's 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 gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company, except where contracted by the Company.

2.1.4.8 Where misuse of service is claimed notwithstanding the Customer's obligations as set forth in Section 2.3.2, 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 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 tariff.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.9 The entire liability of the Company, resulting from ordinary negligence of ordinary default of the Company, for any claim, loss, damage or expense from any cause 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.

2.1.4.10 The Company makes no warranties or representations, express or implied, [either in fact or by operation of the law, statutory or otherwise,] including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.11 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 it does not furnish, except where contracted by the Company, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.12 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.

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. In instances when the Customer is reasonably required, the Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.14.13 (cont'd) equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.1.14.14 Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third-party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that give rise to any claims of non-compliance of the service with any applicable law, including the failure to purchase or implement features that enable compliance with laws. (N)(T)

2.1.4.15 With respect to Emergency Number 911 Service: (T)

(a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits 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, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.14 (Cont'd)

(b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company 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 enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.1.4.16 In conjunction with a nonpublished telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.17 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Company shall not be liable for any claim that may arise from either party to the interrupted call or any person.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of presubscription, as defined herein, unless it is due to the gross negligence of the Company.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.1.6.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

(a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
(b) the reception of signals by Customer provided equipment; or
(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.3 Customer may not use service furnished under this local exchange tariff, directly or indirectly, to provide a service that constitutes exchange access and/or is subject to the application of access charges under applicable law. The Company reserves the right to: T

(1) request that Customer provide written certification that it is using the service in compliance with this requirement; and/or

(2) conduct a site survey of Customer premises or an audit of Customer books and records upon reasonable notice or take other reasonable measures to satisfy itself that the customer is using service in compliance with this tariff.

In the event the Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service after ten days of notice to comply with COMAR 20.45.04.06, any other provision of this tariff to the contrary notwithstanding. Customer shall indemnify the Company for any liability, losses, penalties or payments (including without limitation access charges) incurred due to Customer's misuse of the Company's services obtained under this tariff.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

(b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

(c) providing at no charge, as specified from time to time by the Company, any needed equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

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

(f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

(g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

(h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

(i) taking all steps necessary to cancel or otherwise discontinue any local service(s) to be replaced by any MCImetro facilities-based local service(s) as described herein.

2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems – Customer-Provided Systems (N)

For purposes of the following provisions, 'Customer-Provided Systems' means multi-line telephone systems, as defined in 47 CFR § 9.3, that are interconnected with services offered by the Company pursuant to this tariff. Nothing in these provisions should be interpreted to mean that all multi-line telephone systems, as defined in 47 CFR § 9.3, are suitable for interconnection with such Company services.

a. Customer-Provided Systems connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to*:

- allow an end user to directly initiate a "911" call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and

* Pursuant to 47 CFR § 9.16(b)(1) and (2). (N)

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems – Customer-Provided Systems (cont'd)

a. (Cont'd)

- provide Customer-Provided Systems notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

Customer-Provided Systems notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

Customers who connect multi-line telephone systems to the Company's facilities agree to defend and indemnify the Company for acts and omissions that give rise to any claims of non-compliance.

b. A person engaged in the business of installing Customer-Provided Systems* may not install such a system in the United States unless it is configured such that it is capable of being programmed with and conveying the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, to the PSAP with 911 calls consistent with the requirements below. A person engaged in the business of managing or operating Customer-Provided Systems may not manage or operate such a system in the United States unless it is configured such that the dispatchable location of the caller, as defined in 47 C.F.R. §9.3, is conveyed to the PSAP with 911 calls consistent with the following requirements:

- On-premise fixed telephones associated with Customer-Provided Systems must provide dispatchable location by January 6, 2021;

- No later than January 6, 2022, on-premise non-fixed telephones associated with Customer-Provided Systems must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end-user manual update or on alternative location information as defined in 47 C.F.R. § 9.3;

- No later than January 6, 2022, off-premise non-fixed telephones associated with Customer-Provided Systems must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update, or enhanced location information which may be coordinate based and consisting of the best available location that can be obtained from any available technology or combination of technologies at reasonable cost.

* Pursuant to 47 C.F.R. § 9.16(b)(3).

[ALL MATERIAL ON THIS PAGE IS NEW.]

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems – Customer-Provided Systems (cont'd)

b. (Cont'd)

- Additionally, providers of fixed telephony services shall provide automated dispatchable location with 911 calls beginning January 6, 2021.* Providers of interconnected VoIP service must comply with the location requirements under 47 C.F.R. § 9.11(b)(iv) for non-fixed services as of January 6, 2022. Customers to DID Service capable of accessing 911 emergency services shall be responsible for providing automated dispatchable location information as defined in 47 C.F.R. § 9.3 and for maintaining the accuracy of that information for fixed services as of January 6, 2021 and for non-fixed services where technically feasible as of January 6, 2022.

- Customers, particularly private switch owners, private branch exchange owners, and customers of DID service, may need to purchase additional features or services to comply with the dispatchable location provisions of RAY BAUM's Act. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.

Customers who connect Customer-Provided Systems to the Company's facilities agree to defend and indemnify the Company for acts and omissions that give rise to any claims of non-compliance, as described in Section 2.1.4.14.

c. Customer Equipment, PBXs and Channels.

(1) All Customer-Provided Systems connected to the Company's network on or after February 16, 2020, must be configured to allow direct "911" dialing by any end user and must be configured to send Customer-Provided Systems notifications as described in Section 2.3.2.a.

(2) Customer-Provided Systems must be capable of conveying the dispatchable location of a 911 caller to a public safety answering point ("PSAP") as described in Section 2.3.2.b.

* Pursuant to 47 C.F.R. § 9.16(b)(3).

[ALL MATERIAL ON THIS PAGE IS NEW.]

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

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

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g, County and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service (Cont'd)

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. 1/ This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

1/ Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either credit or refund such amounts to affected Customers, if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation and monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.

D

D

2.5.2.5 A $10.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

D

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Maryland Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished in instances where special construction is necessary. Where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Late Payment Fee

For Business Service Customers, a late payment charge at the rate of 5% maximum per month will accrue upon any unpaid amount commencing 31 days after remittance was due to MCI. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes.

The late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit in accordance with the Code of Maryland Regulations Title 20, Subtitle 30. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

Business:

(a) two month's charges for a service or facility which has a minimum payment period of one month; or

(b) the charges, up to three months, that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

D

D

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option and in accordance with Code of Maryland Regulations, Title 20, Subtitle 30, return the deposit or credit it to the Customer's account.

Deposits held will accrue interest at a rate:

Business: specified by the Maryland Public Service Commission

D
D
D

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with Code of Maryland Regulations, Title 20, Subtitle 45, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.

2.5.6.5 Upon any governmental directive or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.6.6 The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section.2.5.6.6.1 (a-f) if:

(a) The Customer refuses to furnish information to the Company regarding the Customer's current use of common carrier communications services or its planned use of service(s); or

(b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6.1 (Cont'd)

(c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

(d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

(d.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or

(d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(d.3) Any other fraudulent means or devices; or

(e) Use of service in such a manner as to interfere with the service of other users; or

(f) Use of service for unlawful purposes.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6.2 Upon ten (10) days written notice to a Customer presently receiving service, after failure of the Customer to comply with a request made by the Company in accordance with Section 2.5.5 for increased security for the payment of service, pursuant to the applicable provisions of the Code of Maryland Regulations, Title 20, Subtitle 45, Chapter .04.

2.5.6.6.3 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period; or

2.5.6.6.4 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. There will be no credit allowance for service outages less than 24 hours in duration. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

(a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company except where contracted by the Company;

(b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities except where contracted by the Company;

(c) interruptions due to the failure or malfunction of non-Company equipment;

(d) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

(g) interruption of service due to circumstances or causes beyond the reasonable control of the Company.

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Unless the Company breaches its obligations, applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.2 Cancellation of Service by the Customer

Unless the Company breaches its obligation, if a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

3) if service is terminated prior to the completion of the term, all Recurring Charges specified in the applicable tariff for the balance of the then current term.

Any charges referenced above will be waived if the customer terminates service in order to complete 900 calls, unless otherwise provided for by contract.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.9.3 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.10 Trial Tariffs

2.10.1 Description

Optional non-basic exchange services may be offered periodically on a trial basis by the Company for technical and/or marketing purposes under the terms and conditions outlined below. These trials shall be for the purpose of evaluating, in an operating environment, the performance and pricing of the specific service in conjunction with other marketing and environmental factors that can influence customer demand.

2.10.2 Regulations

Marketing and/or technical trials shall be governed by the regulations set forth in this section of the tariff.

A. A marketing and/or technical trial shall not require a tariff filing to initiate the trial. However, a transmittal letter shall be filed with the Public Service Commission no later than fifteen (15) days before the start of the trial which will include the following information:

1. A description of the new service proposed to be offered;

2. The specific geographic area(s) or telephone exchange(s) in which the service is to be offered.

3. The rates and charges for the service, including any applicable range of rates within which the rates may be increased or decreased;

4. All other terms and conditions, not currently tariffed, which govern the offering of the trial service to customers.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.10 Trial Tariffs (Cont'd)

B. A trial service may be offered to a subscriber, a group of subscribers, or to all subscribers in the classification (s) of service and the specific area(s) for which the trial service is made available. Trial services may be offered at different rates to different geographical locations for the purpose of determining the appropriate rate. Rates for a trial service may also change for a specific location during the trial period to determine the appropriate rate(s).

C. The applicable terms and conditions for the trial services shall be determined by the Company and provided for a test period of not less than one month or more than twenty-four months.

D. The Company reserves the right to alter the rates, within the specific range, with thirty (30) days notice to the Commission.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.11 Reserved for Future Use D

D

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.12 Jurisdictional Reporting

Percent Interstate Usage (PIU):
The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service via an Access Service Request (ASR), the Customer must provide the Company with a report of its Projected Percent Interstate Usage (PIU). In addition, the Customer must provide the Company with an auditable PIU report in each calendar quarter following installation of service. The Customer must provide the PIU report in whole numbers. The PIU report will be used by the Company to apportion the Customer's use and/or charges between interstate and intrastate service. If the Customer fails to provide the required PIU report, the PIU factor will be determined as set forth in 2.3.3.1.1 below and shall not be retroactively adjusted if the Customer provides the factor at a later date.

Effective on the first of January, April, July and October of each year the Customer shall update the PIU factor and report the result to the Company (Quarterly PIU Report). The Quarterly PIU Report will be based on the Customer's traffic in preceding 3-month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectively and shall serve as the basis of the PIU factor to be used for the next calendar quarter.

If the Customer does not provide the Company a Quarterly PIU Report, the Company will assume the PIU factor to be the same as specified in the Quarterly PIU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PIU Report or the Customer is a new customer, the Company will assume the PIU factor to be the same as specified in the Access Service Request, except, if the Company can reasonably determine jurisdiction by the Customer's monthly call detail, the Company may elect to determine the Customers' PIU on a monthly basis. Alternatively if a customer has never provided the Company a Quarterly PIU Report and has never provided a PIU factor in a Access Service Request, the Company may elect to set the Customer's PIU factor on a default basis as 50 percent interstate and 50 percent intrastate traffic for the next calendar quarter.

Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). Originating access minutes will be measured as follows, based on type of access:

For Feature Group D Switched Access Service(s), as defined in Section 2.3.3.1.1, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes

For Feature Group D with 950 Access, as defined in Section 2.3.3.1.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

For 500, 700, 800/888, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. Customers who provide a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.12 Jurisdictional Reporting (cont'd)

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

Terminating Access: For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent interstate traffic.

Percent Local Usage Usage (PLU): The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service via an Access Service Request (ASR), the Customer must provide the Company with a report of its Projected Percent Local Usage (PLU). In addition, the Customer must provide the Company with an auditable PLU report in each calendar quarter following installation of service. The Customer must provide the PLU report in whole numbers. The PLU report will be used by the Company to apportion the Customer's use and/or charges between exchange and intrastate service. If the Customer fails to provide the required PLU report, the PLU will be determined as set forth in 3.1.2.1below and shall not be retroactively adjusted if the Customer provides the factor as a later date.

Effective on the first of January, April, July and October of each year the Customer shall update the PLU factor and report the result to the Company (Quarterly PLU Report). The Quarterly PLU Report will be based on the Customer's traffic in preceding 3-month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectively, and shall serve as the basis of the PLU factor to be used for the next calendar quarter.

If the Customer does not provide the Company a Quarterly PLU Report, the Company will assume the PLU factor to be the same as specified in the Quarterly PLU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PLU Report or the Customer is a new customer, the Company will assume the PLU factor to be the same as specified in the Access Service Request, except, if the Company can reasonably determine jurisdiction by the Customer's monthly call detail, the Company may elect to determine the Customers' PLU on a monthly basis. Alternatively if a Customer has never provided the Company a Quarterly PLU Report and has never provided a PLU factor in a Access Service Request, the Company may elect to set the Customer's PLU factor on a default basis as 50 percent exchange and 50 percent intrastate traffic for the next calendar quarter.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.12 Jurisdictional Reporting (cont'd)

Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU or PLU factor, the Customer will provide the data issued to determine the projected PIU or PLU factor. The Customer will supply the data within 30 days of the Company request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.
For Special Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU or PLU factor, the Company will provide the data used to determine the certified interstate percentage within 30 days of the Company's request. The Customer shall keep records of system design and functions from which the percentage was determined, and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verifications of the percentages.

The Company reserves the right to conduct an audit of the Customer's PIU Report and PLU Report. The Company may request an audit of the PIU Report or the PLU Report within 6 months of the Company's receipt the PIU Report and/or PLU Report, as applicable. Such request must be made on no less than ten days written notice to the other party. Audits shall be conducted during normal business hours at the office of the party being audited. Such audit must be performed by an independent auditor mutually agreed to by the parties. Independent auditor cost will be paid for by the party which requests the audit.

Determination of Jurisdiction of Mixed Use Special Access Service: When an ASR is submitted for interstate and intrastate Special Access Service, the Customer will provide to the Company an estimate of whether the interstate traffic will comprise more than 10 percent or less than 10 percent of total traffic. For existing services, the Customer is required to certify the jurisdiction of its service.
(a) If the Customer estimates that the interstate traffic on the service involved constitutes 10 percent or less of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this tariff.
(b) If the Customer estimates that the interstate traffic on the service involved constitutes more than 10 percent of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services Tariff F.C.C. No. 1.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.13 811 Dialing Service N

1. General

811 Dialing Service (811) is a custom call-routing application utilizing a three-digit local dialing arrangement, terminating to a subscriber-provided number for access to advance excavation notice services. It provides the calling party an easy-to-remember three-digit dialing code with call delivery to established 811 subscribers. The 811 code was assigned for this purpose pursuant to the Sixth Report and Order, released March 14, 2005 by the Federal Communications Commission in CC Docket No. 92-105, which specifies that such calls be delivered to a number provided by the relevant 811 subscriber that is not a toll call for the party dialing the number (i.e., either a toll-free (8XX) or local number). This tariff covers calls originating on lines terminating in a Company switch (i.e., originating and terminating within the same MSA); it does not cover 1+, 0+, 0- operator-assisted, 101XXXX, or inmate calls).

2. Conditions

Calls placed using 811 are automatically routed to the 811 subscriber's terminating number, which the subscriber must provide in the form of either a toll-free number or a local number whose local calling area covers all of the locations to which the service is provided. The subscriber shall provide the Company with this number in advance so that the Company may properly translate its central office switches. If charges are required to re-route the call to the terminating number, they will be cared for by the use of a subscriber-provided toll-free number. The Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The subscriber shall provide sufficient terminating number paths to its toll-free or local terminating number so as to not clog nor impair the Company's network.

The Company's offering of 811 to the subscriber also is conditioned on the subscriber's representation that it has been authorized by appropriate state authorities to receive and respond to 811 calls from the public within the areas served by the Company, and that the subscriber has obtained all licenses, authorizations, and other prerequisites necessary to provide that service, and will at all times comply with all applicable laws and regulations.

The Company reserves the right to discontinue the service, without notice, if interruption of 811 is necessary to prevent or protect against fraud or otherwise protect the Company's personnel, facilities or services.

811 is not available for resale. N

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.13 811 Dialing Service (Cont'd) N

3. Limitations on Liability

The Company shall be indemnified and saved harmless by the subscriber against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company. Neither the Company nor any concurring, connecting or other participating carrier shall be liable for any act or omission of another company or companies furnishing a portion of such service. The Company is not responsible to the subscriber, authorized user, joint user, sharer of service, patron of a reseller or any other person for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company occurring in the course of furnishing service or other facilities (Service Problems) or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by terminal equipment. The Company is not responsible to the subscriber, authorized user, joint user, sharer of service, patron of a reseller or any other person for injuries or damages to persons or property arising from the existence of subscriber-provided power supply.

The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company. Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

N

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005

LOCAL EXCHANGE SERVICE

2. Regulations (Cont.)

2.14 Maryland Universal Service Trust Fund
Pursuant to the State Finance and Procurement Article, Section 3-807, Annotated Code of Maryland, customers will be assessed a MD Universal Service Trust Fund Surcharge on their local exchange services. The Surcharge will be revised annually to correspond to the assessment that is updated and approved by the Maryland Public Service Commission.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington DC, 20005