2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

Customers and users 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 hereunder, 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

A) The Company reserves the right to limit or to 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.

B) 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 facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions

A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

B) Customers may be required to enter into written service orders which shall contain or reference 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

C) Except as otherwise stated in the tariff, 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 the 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.

1. Service may be terminated, by giving 10 days written notice to the Customer, if the Customer is using the service in violation of this tariff.

2. Service may be terminated without notice if the Customer is using the service in violation of the law.

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (Cont'd)

D) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

E) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

F) The Company reserves the right to change the Customer's local services from the resold local services platform to the facilities-based local services platform without notice to or consent of the Customer. In the event that the Company elects to provide local service to the Customer through the Company's facilities-based platform, the Customer agrees to be bound by the terms and conditions of those services contained in the tariff.

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (Cont'd)

H) This tariff shall be interpreted and governed by the laws of the State of Maryland without regard for its choice of laws provision

I) While it is the policy of the Company to allow casual dialing (e.g., 10XXX or 101XXXX) on all local exchange services provided to customers, in certain instances (e.g., resold service to Centrex customers) where the Company provides a local exchange service to a customer by reselling an underlying service provided by another authorized carrier, the Company may block casual calls originated over such resold local exchange services where technical limitations do not allow.

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability

A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.

B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

D) The Company shall not be liable for any claims for loss or damages involving:

1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company.

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

D) (cont'd.)

2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3) Any unlawful or unauthorized use of the Company's facilities and services;

4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

D) (cont'd.)

6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.

7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

(D) (cont'd.)

9) Any noncompletion of calls due to network busy conditions;

10) Any calls not actually attempted to be completed during any period that service is unavailable.

E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any and all claims, losses, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

F) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

G) 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)

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd.)

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 notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage 0resulting from cable damage, notification to the Customer may not be possible.

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities

A) 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.

B) The Company shall use reasonable efforts to maintain only the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.

C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities (cont'd)

E) 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.

F) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

G) 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. Subject to this responsibility, the Company shall not be responsible for:

1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

2) the reception of signals by Customer-provided equipment.

3) 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

2. REGULATIONS (CONT.)

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.

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (cont'd)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B) of a type other than that which the Company would normally utilize in the furnishing of its services;

C) over a route other than that which the Company would normally utilize in the furnishing of its services;

D) in a quantity greater than that which the Company would normally construct;

E) on an expedited basis;

F) on a temporary basis until permanent facilities are available;

G) involving abnormal costs; or

H) in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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

2. REGULATIONS (CONT.)

2.1 Undertaking of the Company (Cont'd.)

2.1.10 Universal Emergency Telephone Number Service

(A) This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

(B) 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

(C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

(D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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

2. REGULATIONS (CONT.)

2.2 Prohibited Uses

A) 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.

B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Maryland Public Service Commission's regulations, policies, orders, and decisions.

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

D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

E) 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:

(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 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

2. REGULATIONS (CONT.)

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) 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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 Communications Services 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 and all 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

2. REGULATIONS (CONT.)

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 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); 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 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 will be made for the period during which service is interrupted for such purposes.

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

2. REGULATIONS (CONT.)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer

A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.3.3 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

2. REGULATIONS (CONT.)

2.3 Obligations of the Customer (cont'd)

2.3.3 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).

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

2. REGULATIONS (CONT.)

2.3 Obligations of the Customer (cont'd)

2.3.3 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(G).

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 2.3.3.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 2.3.3.b.

* Pursuant to 47 C.F.R. § 9.16(b)(3).

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

2. REGULATIONS (CONT.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

B) 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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

2. REGULATIONS (CONT.)

2.4 Customer Equipment and Channels (cont'd)

2.4.3 Interconnection of Facilities

A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B) Communications 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.

C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

D) End-users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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

2. REGULATIONS (CONT.)

2.4 Customer Equipment and Channels (cont'd)

2.4.4 Inspections

A) Upon suitable 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(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B) 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.

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

2. REGULATIONS (CONT.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) months charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with the Code of Maryland Regulations, Title 20, Subtitle 30. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will only cover a 90 day maximum time period, and will not exceed an amount equal to:

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

2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month.

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

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

2. REGULATIONS (CONT.)

2.5 Customer Deposits and Advance Payments (cont'd.)

2.5.2 Deposits (cont'd.)

C) Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

D) Deposits held will accrue interest at a rate specified by the Maryland Public Utilities Commission.

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

2. REGULATIONS (CONT.)

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes, Surcharges and Government Fees
The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services, (which shall be separately designated on the Company's invoices). In addition, a surcharge to recover the Maryland gross receipts tax on public service companies will be applied to the Company's charges for interexchange services (e.g. IntraLATA and Long Distance Calling Services). The Company will not separately charge for the Maryland gross receipts tax on the Company's invoice for Local Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

A) Non-recurring charges are due and payable within 30 days after the date the invoice is mailed to the Customer by the Company.

B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date the invoice is mailed to the Customer by the Company. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

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

2. REGULATIONS (CONT.)

2.6 Payment Arrangements (cont'd.)

2.6.2 Billing and Collection of Charges (cont'd.)

C) 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.

D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be a rate of 1.5 percent per month.

F) The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 13.6.2.

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

2. REGULATIONS (CONT.)

2.6 Payment Arrangements (cont'd.)

2.6.3 Billing Disputes

A) Late Payment Charge

1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.

2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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

2. REGULATIONS (CONT.)

2.6 Payment Arrangements (cont'd.)

2.6.3 Billing Disputes (cont'd.)

B) Adjustments or Refunds to the Customer

1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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

2. REGULATIONS (CONT.)

2.6 Payment Arrangements (cont'd.)

2.6.3 Billing Disputes (cont'd.)

C) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer may take the following course of action:

1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.

2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

The Maryland Public Service Commission
6 St. Paul Street
Baltimore, Maryland 21202
Phone: (410) 767-8000

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

2. REGULATIONS (CONT.)

2.6 Payment Arrangements (cont'd.)

2.6.4 Discontinuance of Service for Cause

A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 5 business days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders any or all material portion of such facilities inoperable beyond feasible repair, the Company, by giving ten (10) days prior written notice to the Customer, may discontinue or suspend service without incurring any liability.

D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may, with notice, discontinue or suspend service (provided the Customer's security deposit is insufficient), without incurring any liability.

E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company, by giving ten (10) days prior written notice to the Customer, may immediately discontinue service without incurring any liability.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington, DC 20008

2. REGULATIONS (CONT.)

2.6 Payment Arrangements (cont'd.)

2.6.4 Discontinuance of Service for Cause (cont'd.)

F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

G) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

H) The Company, by written notice to the customer, may discontinue service to a Company Calling Card authorization code if that code has not been used for a period of 120 days.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, Suite 500W
Washington, DC 20008

2. REGULATIONS (CONT.)

2.6 Payment Arrangements (cont'd.)

2.6.5 Cancellation of Application for Service

A) A Customer may cancel an application for service within three (3) days prior to start of service. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the 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.

B) 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 services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D) The special charges described in 2.6.5(A) through 2.6.5(C) 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

2. REGULATIONS (CONT.)

2.6 Payment Arrangements (cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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

2. REGULATIONS (CONT.)

2.7 Allowances for Interruptions in Service

2.7.1 General

A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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

2.7.2 Limitations of Allowances

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

A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer;

B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C) Due to circumstances or causes beyond the reasonable control of the Company;

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

2. REGULATIONS (CONT.)

2.7 Allowances for Interruption in Service (cont'd.)

2.7.2 Limitations of Allowances (cont'd.)

D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;

F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

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

2.7.3 Use of Another Means of Communications

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

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

2. REGULATIONS (CONT.)

2.7 Allowances for Interruption in Service (cont'd.)

2.7.4 Application of Credits for Interruptions in Service

A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

B) For calculating credit allowances, every month is considered to have thirty (30) days.

C) A credit allowance will be given for interruptions of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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

2. REGULATIONS (CONT.)

2.7 Allowances for Interruption in Service (cont'd.)

2.7.4 Application of Credits for Interruptions in Service (cont'd.)

D) Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/8 Day
3 hours up to but not including 6 hours	1/4 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

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

2. REGULATIONS (CONT.)

2.7 Allowances for Interruption in Service (cont'd.)

2.7.5 Cancellation For Service Interruption

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

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

2. REGULATIONS (CONT.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

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

C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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

2. REGULATIONS (CONT.)

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

A) Unauthorized use of the network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's services provided under this tariff, or uses specific services that are not authorized.

B) The following activities constitute fraudulent use:

1) Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:

2) Using or attempting to use the network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

3) Toll Free callers using the network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and

4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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

2. REGULATIONS (CONT.)

2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.9.1 Unauthorized Use of the Network (cont'd.)

C) Customers are advised that use of telecommunications equipment and services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff.

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

2. REGULATIONS (CONT.)

2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.9.2 Liability for Unauthorized Use

A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer provided equipment by Users or other third parties, the Customer's employees, or the public.

B) The Customer is responsible for payment of all outbound call charges (prior to Company receiving notice of fraudulent use), arising from the calls placed to a Customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

C) The Customer is liable for all costs incurred as a result of unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

D) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

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

2. REGULATIONS (CONT.)

2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.9.3 Liability for Calling Card Fraud

A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.

B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

C) The Customer must give the Company written or oral notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, and/or theft.

D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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

2. REGULATIONS (CONT.)

2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.9.4 Liability for Credit Card Fraud

A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of $50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

C) The Customer must give the Company written or oral notice that an unauthorized use of the credit card has occurred or may occur as a result of loss, theft or other reasons.

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

2. REGULATIONS (CONT.)

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Maryland Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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

2. REGULATIONS (CONT.)

2.11 Transfers 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; or

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

2. REGULATIONS (CONT.)

2.12 Notices and Communications

A) 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.

B) 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.

C) Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. 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 placement 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.

D) 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

2. REGULATIONS (CONT.)

2.13 Operator Services Rules

A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

1) identify itself at the time the end-user accesses its services;

2) upon request, quote all rates and charges for its services to the end-user accessing its system;

3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:

(a) the operator service provider's name and address;

(b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;

(c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and

(d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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

2. REGULATIONS (CONT.)

2.13 Operator Services Rules (cont'd)

A) (cont'd)

4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and

5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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