

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

VDL, Inc. d/b/a Global Telecom Brokers

MD PSC Tariff No. 1  
Second Revised Tariff Page  
Replacing First Revised Tariff Page

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TITLE SHEET

MARYLAND TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for local exchange telecommunications services provided by VDL, Inc. d/b/a Global Telecom Brokers (hereinafter "Carrier") with principal offices at P.O. Box 568, Owings Mills, Maryland 21117.

This Tariff applies to services furnished within the State of Maryland. This Tariff is on file with the Maryland Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at Carrier's principal place of business.

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Issued: July 1, 2016

Effective: July 31, 2016

By:  
VDL, Inc. d/b/a Global Telecom Brokers  
P.O. Box 568  
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

VDL, Inc. d/b/a Global Telecom Brokers

MD PSC Tariff No. 1  
 Twenty-first Revised Sheet 1  
 Replacing Twentieth Revised Sheet 1

CHECK SHEET

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

<u>Sheet</u>	<u>Number of Revision (except as indicated)</u>	<u>Effective Date</u>	<u>Sheet</u>	<u>Number of Revision (except as indicated)</u>	<u>Effective Date</u>
1	Twenty-first Revised	July 1, 2019	37	Second Revised	July 31, 2016
2	Fifth Revised	July 31, 2016	38	Second Revised	July 31, 2016
3	Second Revised	July 31, 2016	39	Second Revised	July 31, 2016
4	Second Revised	July 31, 2016	40	Third Revised	July 31, 2016
5	Third Revised	July 31, 2016	41	Third Revised	July 31, 2016
6	Fourth Revised	July 31, 2016	42	Second Revised	July 31, 2016
7	Second Revised	July 31, 2016	43	Second Revised	July 31, 2016
8	Second Revised	July 31, 2016	44	Second Revised	July 31, 2016
9	Second Revised	July 31, 2016	45	Second Revised	July 31, 2016
10	Second Revised	July 31, 2016	46	Second Revised	July 31, 2016
11	Second Revised	July 31, 2016	47	Second Revised	July 31, 2016
12	Second Revised	July 31, 2016	48	Second Revised	July 31, 2016
13	Second Revised	July 31, 2016	49	Second Revised	July 31, 2016
14	Second Revised	July 31, 2016	50	Second Revised	July 31, 2016
15	Second Revised	July 31, 2016	51	Third Revised	July 31, 2016
16	Second Revised	July 31, 2016	52	Fourth Revised	July 31, 2016
17	Second Revised	July 31, 2016	53	Sixth Revised	July 31, 2016
18	Second Revised	July 31, 2016	54	Second Revised	July 31, 2016
19	Second Revised	July 31, 2016	55	Second Revised	July 31, 2016
20	Second Revised	July 31, 2016	56	Second Revised	July 31, 2016
21	Second Revised	July 31, 2016	57	Second Revised	July 31, 2016
22	Second Revised	July 31, 2016	58	Sixth Revised	July 31, 2016
23	Third Revised	July 31, 2016	59	Second Revised	July 31, 2016
24	Fifth Revised	July 31, 2016	60	Third Revised	July 31, 2016
25	Tenth Revised	July 1, 2019	61	Fifth Revised	July 31, 2016
25.1	Second Revised	July 31, 2016	62	Second Revised	July 31, 2016
25.2	Second Revised	July 31, 2016	63	Second Revised	July 31, 2016
26	Eighth Revised	July 31, 2016	64	Second Revised	July 31, 2016
27	Third Revised	July 31, 2016	65	Second Revised	July 31, 2016
28	Second Revised	July 31, 2016	66	Second Revised	July 31, 2016
29	Second Revised	July 31, 2016	67	Tenth Revised	November 1, 2018
30	Second Revised	July 31, 2016	68	Second Revised	July 31, 2016
31	Second Revised	July 31, 2016	69	Second Revised	July 31, 2016
32	Second Revised	July 31, 2016	70	Second Revised	July 31, 2016
33	Ninth Revised	July 31, 2016	71	Third Revised	July 31, 2016
34	Fourth Revised	July 31, 2016	72	Fourth Revised	July 31, 2017
35	Second Revised	July 31, 2016			

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

VDL, Inc. d/b/a Global Telecom Brokers

MD PSC Tariff No. 1  
Twenty-first Revised Sheet 2  
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VDL, Inc. d/b/a Global Telecom Brokers

MD PSC Tariff No. 1  
Fifth Revised Sheet 3  
Replacing Fourth Revised Sheet 2

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MD PSC Tariff No. 1  
Second Revised Sheet 3  
Replacing First Revised Sheet 4

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EXPLANATION OF SYMBOLS

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

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

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VDL, Inc. d/b/a Global Telecom Brokers

MD PSC Tariff No. 1  
Second Revised Sheet 4  
Replacing First Revised Sheet 5

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i)(1)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

VDL, Inc. d/b/a Global Telecom Brokers

MD PSC Tariff No. 1  
Third Revised Sheet 6  
Replacing Second Revised Sheet 5

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SECTION 1 - DEFINITIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other description information which will enable Carrier to provide telecommunications service, as required.

Basic Local Exchange Service - Service which provides for exchange telephone communication within the Local Service Area at rates and under regulations as provided in this Tariff.

Carrier - VDL, Inc. d/b/a Global Telecom Brokers, unless the context indicates otherwise.

Carrier-Provided Equipment - Terminal equipment, as defined herein, provided by Carrier.

Commission - Maryland Public Service Commission ("AMD PSC") unless content indicates otherwise.

Customer - The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to End Users, Interexchange Carriers (ICs) and other telecommunications carriers or providers originating or terminating VoIP-PSTN Access Traffic.

Customer-Provided Equipment - Terminal equipment, as defined herein, provided by Customer.

Demarcation Point - The Premises wire Demarcation Point begins where Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the Demarcation Point is the point of entry at Carrier's entrance facility. This Demarcation Point separates the responsibility of the end user from that of a vendor or Carrier's vendor of choice for Premises wire repair and Customer-Provided Equipment trouble isolation.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing Service.

Holiday - Carrier specified holidays are New Year's Day, Martin Luther King's Birthday (federally observed), President's Day, Memorial Day (federally observed), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Hunting - The capability to search multiple lines of the same class of service of the same Customer to find a vacant line to complete an incoming call.

Local Service Area - That area within which a Customer to Exchange Service can make telephone calls at exchange rates. A Local Service Area may be made up of one or more central office areas or exchange areas.

Loop - A transmission path between the network interface (NI) located at Customer's Premises and the main distributing (or other designated carrier) frame in a carrier central office.

Premises - Customer premises is all space occupied by a Customer in the same building and all space occupied by the same Customer in different buildings or continuous property.

TDM - Time Division Multiplexing - a method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

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MD PSC Tariff No. 1  
Third Revised Sheet 6  
Replacing Second Revised Sheet 6

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SECTION 1 - DEFINITIONS (CONTINUED)

VOIP-PSTN Access Traffic – VoIP-PSTN Access Traffic is the access traffic exchanged between the Company and the Customer in time division multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires Internet protocol compatible customer premises equipment.

VoIP Service – Transmission of communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

(Premises) Inside Wire - Inside (Premises) Wire (simple wire) refers to all non-system inside (premises) telephone wire on the Customer’s side of the inside wire Demarcation Point but does not include Customer Premises equipment.

- Non Standard Inside (Premises) Wire is the wire or wiring that does not meet the National Electric Code and Electronic industry standards for either installation and wiring standards, or both.
- Standard Inside (Premises) Wire meets the specifications outlined in the National Electrical Code and Electronic Industry Association Standards and that has been installed in accordance with those standards.

Service or Services - The services covered by this Tariff, which shall include only the State of Maryland.

Telephone Company - Bell Atlantic Maryland.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

Trunk - A commercial channel between two switching (*i.e.*, Central Office, PBX) systems.

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MD PSC Tariff No. 1  
Second Revised Sheet 7  
Replacing First Revised Sheet 7

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SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF CARRIER

Carrier is a common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

2.2 LIMITATIONS OF SERVICE

2.2.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in Carrier's services shall file with Carrier an Application for Service that fully satisfies Carrier and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.

2.2.3 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for Service.

2.2.4 Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer and authorized user or joint user to share the cost of Service, as long as the arrangement generates no profit for any participant in the arrangement.

2.3 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer and authorized user or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

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Second Revised Sheet 8  
Replacing First Revised Sheet 8

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.4 LIABILITY

- 2.4.1 The liability of Carrier for any claim of loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.
- 2.4.2 Carrier shall not be liable for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
  - B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
  - C. any act of omission by Customer; or
  - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by gross negligence of Carrier.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.
- 2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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MD PSC Tariff No. 1  
Second Revised Sheet 9  
Replacing First Revised Sheet 9

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

- 2.4.6 With respect to Emergency Number 911 Service:
- A. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. Carrier is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by 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 property, whether owned by 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.
  - B. Carrier is not responsible for any infringement or invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by Carrier 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 Emergency 911 service, and which arise out of the negligence or other wrongful act of Carrier, Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- 2.4.7 Carrier's liability arising from errors or omissions in directory listings, other than charged listings, shall be limited to the amount of actual impairment to Customer's Service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to Local 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 Carrier 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.
- 2.4.8 In conjunction with a nonpublished telephone number, Carrier will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. Carrier will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.4.9 When a Customer with a nonpublished telephone number places a call to the Emergency 911 Service, Carrier 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.

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MD PSC Tariff No. 1  
Second Revised Sheet 10  
Replacing First Revised Sheet 10

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.5 INTERRUPTION OF SERVICE

Credit allowance for interruption of Service that is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in Service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.6 RESPONSIBILITY OF CUSTOMER

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's Service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Placing orders for Service, paying all charges for Service rendered by Carrier, and complying with Carrier's regulations governing Service as well as assuring that its users comply with regulations.
- B. When placing an order for Service, providing:
  - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
  - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Paying Carrier for the replacement or repair of Carrier's equipment when the damage results from:
  - 1. the negligence or willful act of Customer or user;
  - 2. improper use of Service; or
  - 3. any use of equipment or service provided by others.
- D. Providing at no charge, as specified from time to time by Carrier, any needed personnel, equipment, space and power to operate Carrier facilities and equipment installed on the Premises of Customer as well as the level of heating and air conditioning necessary to maintain a proper operating environment on such Premises;

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MD PSC Tariff No. 1  
Second Revised Sheet 11  
Replacing First Revised Sheet 11

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.6 RESPONSIBILITY OF THE CUSTOMER (CONTINUED)

- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of and associated equipment used to provide Local Exchange Services to Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Carrier-provided facilities, shall be borne entirely by Customer.
- F. Providing Carrier-authorized employees access to Customer's Premises at all reasonable hours for any purpose reasonably pertinent to furnishing of telephone service.
- G. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Carrier employees and agents shall be installing or maintaining Carrier's facilities and equipment.
- H. 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 Carrier facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under this section; granting or obtaining permission for Carrier agents or employees to enter the premises of Customer at any time for the purpose of installing, inspecting, maintaining, repairing, terminating service as stated herein, and removing the facilities or equipment of Carrier; and not creating or allowing to be placed any liens or other encumbrances upon Carrier's equipment or facilities.
- I. Where subscribing to Carrier's Local Exchange Service and reselling these services to others, for complying with all laws and regulations of the State of Maryland that relate in any way to its provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes. Carrier has no obligation to provide notice to, or otherwise communicate with, end users regarding local telephone service provided by another carrier.

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

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

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.6.3 Credit Allowances

- A. Credit for failure of Service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided, and billed for by Carrier.
- B. Credit allowances for failure of Service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the Service or equipment disabled will be credited. No credit allowances will be made for:
  - 1. interruptions of Service resulting from Carrier's performance of routine maintenance;
  - 2. interruptions of Service resulting from implementation of a Customer order for a change in the Service;
  - 3. interruptions caused by negligence of Customer or his authorized user; or
- E. interruptions of Service caused by the failure of service or equipment provided by Customer, authorized user, or other carriers.
- F. Carrier shall give credit to Customers for uncompleted calls and wrong numbers.
- G. Credit Allowances - Directory

Subject to the provision of Section 2.4 of this Tariff, Carrier shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

- 1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to Customer for Local Exchange Service during the effective life of the directory in which the error or omission occurred.
- 2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.6 RESPONSIBILITY OF THE CUSTOMER (CONTINUED)

2.6.3 Credit Allowance (CONTINUED)

3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to Customer for Local Exchange Service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be assessed to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.6.5 Payment and Charges for Service

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)

2.6.5 Payment and Charges for Services (continued)

- A. Charges for Service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. Payment will be due upon receipt of the statement. A non-recurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue upon any unpaid amount commencing 15 days after rendition of the bill. Carrier includes its name and its toll free telephone number, (800) 362-7296, on all invoices.
- C. Customer is responsible for payment of all charges for service furnished to Customer, including, but not limited to, all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for Services ordered will be billed monthly in advance.
- D. Service may be denied or discontinued at Carrier's discretion for non-payment of amounts due to Carrier past the due date. Customer has 10 days (excluding Sundays and Holidays) in which to make settlement before service is denied or discontinued. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges.
- F. Customers of toll free (e.g., 800 or 888) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's Service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owed to Carrier for such toll free service.
- G. Carrier may not refuse service to a present or prospective Customer for the reasons set forth under the regulations of COMAR 20.45.04.07.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.6 RESPONSIBILITY OF THE CUSTOMER (CONTINUED)

2.6.6 Application of Charges

The charges for Service are those in effect for the period that Service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.6.7 Deposits and Advance Payments

A. Advance Payments - Carrier may require a Customer or applicant for Service who is unable to establish credit satisfactory to Carrier to make an advance payment. The advance payment will not exceed an amount equal to all non-recurring charges and one month's recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges. The advance payment will be credited to the Customer's initial bill.

B. Deposits - In the event Customer fails to establish a satisfactory credit history, deposits are a form of security that shall be required from Customer to ensure payment of bills.

Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

In the event a Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. Deposits will be refunded with interest within 30 days after discontinuance of Service if no outstanding balance is owed or after 12 months of Service, whichever comes first.

Deposits held will accrue simple interest at a rate established by the Commission.

2.6.8 Bad Check Charge

Carrier will bill Customer a one-time charge of \$25.00 if Customer's check for payment of Service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

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2.7 CUSTOMER COMPLAINTS AND/OR BILLING DISPUTES

Customers have the right to refer billing disputes and other complaints to VDL, Inc. d/b/a Global Telecom Brokers, P.O. Box 568, Owings Mills, Maryland 21117. Carrier’s customer service department can be reached by dialing (800) 362-7296 (toll free). Bill disputes should be referred to the Maryland Public Service Commission’s Consumer Assistance and Public Affairs Division, 6 St. Paul Center, Baltimore, Maryland 21202, (410) 767-8128.

2.8 RESPONSIBILITY OF CARRIER

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, when Service is interrupted, the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a Service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two-hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and Carrier may be appealed to the MD-PSC.
- E. The calculation of the credit allowance is as follows:

$$\text{Credit} = \frac{A \times B}{720}$$

A = Outage time in hours

B = Total monthly charge for affected facility

2.8.2 Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the Service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

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2.8 RESPONSIBILITY OF CARRIER (CONTINUED)

2.8.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an Application for Service without incurring any liability for any of the following reasons or for reasons outlined by COMAR 20.45.04.07:

- A. After 10 days' written notice (excluding Sundays and Holidays), for non-payment of any sum due to Carrier for Service for more than 30 days beyond the date of rendition of the bill for such Service provided Carrier has made a reasonable effort to effect collection. Written notice of Disconnection shall be separate and apart from the regular monthly bill for Service. Customer has five days (excluding Sundays and Holidays) in which to make settlement before Service is disconnected;
- B. After 10 days' written notice (excluding Sundays and Holidays), in the event of a violation of or of noncompliance with any regulation listed under COMAR 20.45.04, or for violation for noncompliance with the Services provided under this Tariff; or
- C. Without notice, for tampering with Carrier's equipment, hazardous conditions, or Customer use of equipment where it adversely affects Carrier's equipment or services.
- D. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the Service;
- E. Without notice, in the event Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction;
- F. Without notice, in the event of fraudulent use of Carrier's network. In such case, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision; or
- G. After 10 days' written notice, for failure of Customer to permit Carrier reasonable access to its equipment.

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after Service is furnished and dividing that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

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2.9 RESTORATION OF SERVICE

The use and restoration of service in emergency shall be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.10 REESTABLISHMENT OF SERVICE

If Service is restricted or disconnected for nonpayment, Service will be reestablished only upon receipt of payment of all charges due that include charges for Service and facilities during the period of suspension and which may include a service restoration fee. If Customer has a history of payments returned for insufficient funds, Carrier may require payment by cash, money order, or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check.

2.11 TAXES

2.11.1 Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in connection with Service used.

2.11.2 All state and local taxes (*i.e.*, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.12 TIMING OF CALLS

2.12.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (*i.e.*, when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

2.12.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is one minute for a connected call. Calls beyond one minute are billed in one-minute increments. Billing will be rounded to the nearest penny for each call.

2.13 START OF BILLING

For billing purposes, the start of Service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.6.4 of this Tariff.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.14 INTERCONNECTION

2.14.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.

2.14.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her Customer-Provided Equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.15 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES

Carrier shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Tariff. All facilities provided shall conform to the established construction standards of Carrier.

Except as otherwise specified in this Tariff, all equipment furnished by Carrier in connection with a Customer's service shall be carefully used, and only duly authorized employees of Carrier or its agents shall be allowed to connect, disconnect, change, or alter in any manner any or all such facilities.

Carrier will be held responsible for loss of or damage to any facilities furnished by Carrier unless such loss or damage is due to causes beyond Carrier's control.

Carrier may remove any and all of its property that is located at Customer's Premises at the termination of Service as provided for in these rules.

No equipment, apparatus, circuit, or device not furnished by Carrier shall be attached to or connected with the facilities furnished by Carrier, whether physically, by induction, or otherwise, except as provided in this Tariff. In case any such unauthorized attachment or connection is made, Carrier shall have the right to remove or disconnect the same, suspend the Service during the continuance of said attachment or connection, or terminate Service.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.16 LOCAL LOOP DEMARCATION POINT

- 2.16.1 Responsibilities - Carrier will provide facilities, equipment, and services to this local loop demarcation point. Carrier is responsible for the provisioning and maintenance of its facilities, equipment and services to the Local Loop Demarcation Point, including those located at this point.

Customer is responsible for the completion of services beyond Carrier’s Local Loop Demarcation Point.

Customer requested services beyond the Local Loop Demarcation Point may be provided by Carrier at Customer’s expense.

- 2.16.2 Local Loop Demarcation Point - Carrier’s Local Loop Demarcation Point separates Carrier’s network responsibility for its facilities, equipment, and services from the point of the building owner or end-user customer. This Local Loop Demarcation Point designates the end of Carrier’s network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.

When a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

- 2.16.3 Local Loop Demarcation Point Exceptions - Emergency Reporting Services (E911/911): The Local Loop Demarcation Point is at Carrier-Provided Equipment, including the equipment, where the equipment has been provided by Carrier.

Disabled Services - The Local Loop Demarcation Point is at Carrier-Provided Equipment. Carrier’s responsibility includes the terminal equipment where the equipment has been provided by Carrier.

If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer’s Premises for purposes of providing service assurance, safety, security, and privacy of data communications over the cable (generally known as “Direct Feed”), the owner will be required to pay for additional network cable and network facilities particularly, cable pairs served from any Local Loop Demarcation Point from one location to another location, through special construction arrangements.

Fiber Optic Cable - The Local Loop Demarcation Point is at Carrier-provided fiber optic terminal (FOT) equipment. Carrier’s responsibility includes the FOT equipment where such equipment has been provided by Carrier.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

Carrier Points of Presence (POP) - Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange, local exchange, and radio carrier (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence locations. However, Local Loop Demarcation Point rules do apply to Carrier-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

- 2.16.4 Intrabuilding Network Cable (INC) Demarcation Point - The INC Demarcation Point separates the building owner's responsibility to provide INC from the end-user's responsibility to provide inside wire, standard jacks, and customer premises equipment (CPE). This INC Demarcation Point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the end-user.

The INC Demarcation Point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth following and the preceding exemptions listed.

Where there is no INC or the INC is in a single story building, the INC Demarcation Point is Carrier's Local Loop Demarcation Point.

- 2.16.5 Inside Wire Demarcation Point - The Inside Wire Demarcation Point is located where customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.

CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.17 USAGE RATES PERIODS

The usage rates for all Customers to which usage rates apply is determined by the time of day, day of the week, and class of service. The time of day when conversation actually takes place is determined in accordance with the time system, standard or daylight savings, legally or commonly in use, determines whether Day Rate or Night and Weekend Rate treatment applies. In cases where a call extends beyond one rate period, the appropriate treatment applies to the respective periods of conversation.

The following table applies to all services for determining Day and Night/Weekend rate periods.

	MON	TUE	WED	THU	FRI	SAT	SUN
9:00 A.M. to * 9:00 P.M.	DAY RATE PERIOD						
9:00 A.M. to * 9:00 P.M.	NIGHT, HOLIDAY & WEEKEND RATE PERIOD						

\* up to but not including

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SECTION 3 - LOCAL SERVICES AND RATES

3.1 BASIC LOCAL EXCHANGE SERVICE

Basic Local Exchange Service provides basic dial tone access. The line consists of a 2 wire pair from Customer Premises to Customer's serving central office and supports incoming and outgoing calls. The service link provides a channel for the transmission of analog signals within an approximate bandwidth of 300-3000 Hz. Basic Local Exchange Service may only be used to provide dial tone service.

The rate for Basic Local Exchange Service does not include a telephone set with the line. Customer shall be responsible for the installation and maintenance of any inside wire and standard jack(s) conforming to Part 68, Subpart F, of the FCC's Rules and Regulations associated with non-key and non-switching system service.

3.1.1 Basic Local Exchange Service Rates

		<u>Monthly Rate</u>		
A.	<u>Per Line (Loop Start Per Line)</u>			
		Group A	Business -	\$31.00
		Group B	Business -	\$31.00
I				
B.	<u>Time Measured Usage Charges</u>		<u>Charge Per Minute</u>	
	First minute or fraction thereof		\$0.028	
	Each additional minute or fraction thereof		\$0.028	
C.	Message Unit Rate		<u>Charge Per Message Unit</u>	
			\$0.143	

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LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 3 – LOCAL SERVICES AND RATES

3.2 DIRECTORY SERVICE

Carrier will not produce or distribute directories. Provisioning of directories will be accomplished through the current local exchange company processes. Business service primary listings shall consist of a name, designation, address, and telephone number in accordance with the following:

- 3.2.1 The name must be the name under which Customer or joint user is conducting business and may be either the name of an individual, firm, company, corporation, or association. Listings in an individual's name may include professional titles, abbreviations indicating affiliation with a business or professional group, organization, or association. A fictitious name may be used when Customer's or joint user's business is conducted under that name.
- 3.2.2 A designation descriptive of the business or profession may be included in the listing only if the name does not indicate the nature of the business.
- 3.2.3 The address shall be that of a premises on which any portion of Customer's exchange service is located, except:
  - A. Customer or joint user may substitute an obvious mailing address within the same local service area at no additional charge or substitute an obvious mailing address outside of the local service area provided such address is followed by the name of the community, city or exchange name in which such address is located. The rates for lines of information shall apply to this arrangement.
  - B. The address may be omitted where Customer does not conduct business with the public at its address.
  - C. The address where the exchange service is located may be omitted and another legitimate address where Customer or joint user can be found or communicated with may be furnished. To protect the directory user against being misled, such an address will be preceded by a descriptive term such as office, warehouse, or shop. In addition, such address will be followed by the name of the community, city, or exchange name in which that address is located wherever different than normal community designation of the listed number. The rates for lines of information shall apply to this arrangement.
  - D. Where the type of business generally involves the removal of appliances, furniture, or other articles of value from the owner's premises, the address at which the telephone service is rendered must be included in a business listing.
  - E. Joint user listings shall bear the address at which joint user service is rendered, except the address may be omitted where the joint users do not conduct business with the public at their address.

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SECTION 3 – LOCAL SERVICES AND RATES (Continued)

3.2 DIRECTORY SERVICE (Continued)

3.2.4 The listed telephone number shall be that assigned to the telephone service. Joint users listings shall bear the same telephone number as the listed service of Customer at the address where joint user service is rendered, except:

A. Where a Customer is furnished separate lines or trunks or groups of lines or trunks, joint user listings may contain the telephone numbers of the separate lines or trunks or of the groups of lines or trunks.

3.2.5 Alphabetical Section Business Service Additional Listings

A. Business service additional listings shall consist of a name, designation, address, and telephone number in accordance with the following:

1. The name may be that of an individual engaged in a business or profession; an employee, officer, or member of a firm, company, corporation, or association; a branch, department, or division of the same business.
2. Another individual, firm, company, corporation, or association represented by Customer when the use of the name to be listed is authorized by the owner of the name or a fictitious name by which Customer or the joint user is known.
3. Listings to secure preferential publicity or position by the use of a brand name or by other means are not accepted unless Customer or the joint user actually conducts business under the name to be listed.
4. Additional listings may include a reference to the name shown in a primary, additional or joint user service listing.
5. The same designation may be included as that used in the primary listing or descriptive designation of the business connection.

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SECTION 3 – LOCAL SERVICES AND RATES (Continued)

3.2 DIRECTORY SERVICE (Continued)

3.2.5 Alphabetical Section Business Service Additional Listing (Continued)

- B. The address shall be the same as the primary listing, except:
1. Where a building has more than one address, an additional listing may bear any one of such addresses.
  2. Customer or the joint user may substitute an obvious mailing address within the same local service area at no additional charge, or substitute an obvious mailing address outside of the local service area provided such address is followed by the name of the community, city or exchange name in which such address is located. The rate for lines of information shall apply to this arrangement.
  3. Listings may show the address at which any portion of Customer's exchange service is located.
  4. The address where the exchange is located may be omitted and another legitimate address where Customer or the joint user can be found or communicated with may be furnished. To protect the directory user against being misled, such an address will be preceded by a descriptive term such as officer, warehouse or shop. In addition, such address will be followed by the name of the community, city or exchange name in which that address is located wherever different than normal community designation of the listed number. The rates for lines of information shall apply to this arrangement.
  5. Where the type of business generally involves the removal of appliances, furniture, or other articles of value from the owner's premises, the address at which the telephone service is rendered must be included in a business listing.
  6. The address may be omitted from listings of night service telephone numbers.
- C. Business additional listings shall bear the same telephone number as the primary listing, except:
1. Where Customer is furnished separate lines or trunks or groups of lines or trunks, additional listings may contain the telephone numbers of the separate lines or trunks or of the groups of lines or trunks.
  2. Where Customer desires listings for use after business hours, the telephone number may be that of an off-group trunk associated therewith or a night terminal.
  3. Where Customer to mechanized switching system service so desires, the telephone number may be that assigned to a mechanized switching system station.

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SECTION 3 – LOCAL SERVICES AND RATES (Continued)

3.2 DIRECTORY SERVICE (Continued)

3.2.6 Business Service Caption Listings

Business listings may be arranged under a caption when it appears that the employment of that caption will facilitate the use of the directory.

Branches, departments, divisions, and individuals of Customer’s business may be listed under a caption, provided that such listings show either addresses or telephone numbers differing from the caption or from one another where the caption shows no address or telephone number. The address may be omitted from such listings if Customer doesn’t conduct business with the public at the address at which the service is furnished and where such listings is furnished under a caption, provided the caption includes other listings where addresses are shown.

Where several Customers or joint users operator together as a business group under one name, that name may be shown as a caption with listings of Customers or joint users thereunder.

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3.3 PROMOTIONAL OFFERING

From time to time, Carrier may offer services at a reduced rate or free of charge for promotional, market research, or rate experimentation purposes. Such offerings will be for a limited duration. Promotional offerings and repeat or extended promotions will be approved by the Commission.

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3.3.1 Trial Services

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of 1 year at which time the trial offering must either be withdrawn or made available on a permanent basis. The Company reserves the right and may withdraw the trial at any time.

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SECTION 3 – LOCAL SERVICES AND RATES (Continued)

3.4 NON-RECURRING LOCAL EXCHANGE CHARGES (SERVICE CHARGES)

3.4.1 Order Processing Charges

Order Processing Charges apply per account for the processing of a Customer request for service or equipment when such requests are received on the same day and are to be completed on the same date.

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3.4.2 Line Charges

A. Line Connection Charge

A Line Connection Charge applies for the connection of each local exchange line. Line Connection Charges also apply to the relocation of existing service to a different premises or building.

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B. Line Change Charge

A Line Change Charge applies to any Customer request for a change of Customer's local exchange line. Additionally, a Line Change Charge applies for each Central Office Local Area Network Service port rearrangement.

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C. Line Restoral Charge

A Line Restoral Charge applies for the restoral of service to each local exchange line, suspended at the request of Customer.

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3.4.3 Non-Recurring Charges are in addition to all other rates and charges that may be applicable for service provided by Carrier.

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3.4.4 Non-Recurring Charges do not apply to work required for:

A. *Visits to Customer Premises solely for the purpose of repair, maintenance or disconnection of Carrier service and no other chargeable activity is required, excluding Premises wiring.*

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SECTION 4 - INTRALATA TOLL PRESUBSCRIPTION

4.1 GENERAL

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

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

An ITP must use Feature Group D (“FGD”) Switched Access Service to qualify as an ITP. All ITPs must submit a Letter of Intent (“LOI”) to the Carrier at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in 5.2.

4.2 Presubscription Charge Application

4.2.1 90-Day Initial Free Presubscription choice for Existing Users

Existing end users or Pay Telephone Service Providers may exercise an initial free presubscription choice, either by contacting the Carrier, or by contacting the ITP directly. The initial free choice must be made within ninety days following implementation of IntraLATA toll presubscription. End user or Pay Telephone Service Provider choices that constitute exercising the free choices are:

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

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

Following an existing end user’s or Pay Telephone Service Provider’s free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.2.3 below.

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4.2 Presubscription Charge Application (CONTINUED)

4.2.2 Initial Free Presubscription Choice for New Users

New end users, including an existing customer who orders an additional line, or Pay Telephone Service Providers who subscribe to service after the presubscription implementation date will be asked to select a primary ITP when they place an order for Carrier Exchange Service. If a customer cannot decide upon an ITP at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users or Pay Telephone Service Providers is the period within thirty days of installation of the new service.

Initial free selection available to new end-user or Pay Telephone Service Providers are:

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

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

Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.2.3 below.

4.2.3 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.6.1.

4.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP

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

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SECTION 4 – INTRALATA TOLL PRESUBSCRIPTION (CONTINUED)

4.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”)

4.3.1 When a discrepancy is determined regarding an end user’s designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Carrier.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

4.3.2 Verification of Orders for Telemarketing

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

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

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

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

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

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

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

4.3.3 The Company will follow the Federal Communications Commission’s and the Maryland Public Service Commission’s (if issued) regulations regarding slamming. VDL will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

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SECTION 4 – INTRALATA TOLL PRESUBSCRIPTION (CONTINUED)

4.4 Intralata Preferred Carrier Freeze Selection

The Carrier will offer a preferred carrier freeze option to all customers on a nondiscriminatory basis regardless of the customer’s carrier selection at no charge to the end user. The preferred carrier freeze option prevents a change in the end-user’s ITP unless the end users request a change in carrier.

End users may request a preferred carrier freeze on their IntraLATA toll service as a means of protection from unauthorized IntraLATA PIC changes. The Company will only accept preferred carriers freezes either orally or in writing from end users. The preferred carrier freeze will be offered on a per line basis.

The Federal Communications Commission and the Maryland Public Service Commission accepted the use of three-way calls to remove PIC freezes when the customer’s IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for PIC changes of the Federal Communications Commission (*e.g.*, independent 3rd party verification, written letter of agency from customer, electronic authorization) and the Maryland Public Service Commission (if issued). The carriers will impose and/or lift preferred carrier freeze request in accordance with Chapter 1 of Title 47 of the Code of Federal Regulation, Section 64.1190

Marketing of PIC Freeze Option

The Company will not market the PIC freeze option to Customers within a 90-day period after implementation, *i.e.*, 90 days following the Effective Date of this tariff. However, the freeze option is available during that period on Customer request.

4.5 Informational Notice To Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service. Notification will not contain information on PIC-freeze service.

4.6 Rates And Charges

4.6.1 Charge for ITP Carrier Change \$5.00

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SECTION 5 - SWITCHED ACCESS SERVICE

5.1 GENERAL

Switched Access Service is provided to interexchange carriers for their use in furnishing interexchange services to end-users. Switched Access Service provides a two-point electrical communications path between an interexchange carrier's premises and an end user's premises (either a "calling" or "called" party). Switched Access Service provides for the use of common terminating, switching and transport facilities, and both common subscriber plant and unshared subscriber plant (*i.e.*, entrance facilities) of the Company. Switched Access Service is used by interexchange carriers to both originate and terminate their end users' interexchange calls. Switched Access Service is billed to interexchange carriers on a monthly basis. Payment is due upon receipt of invoice. Payment not received within 15 days of the date of the invoice is subject to a late payment fee of 1.5 percent per month.

5.2 MANNER OF PROVISION

Switched Access is furnished on a per-line or per-trunk basis.

Trunks are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of interexchange carriers.

There are three major traffic types. These are: Originating, Terminating and Directory Assistance. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user (calling party) to the interexchange carrier; Terminating traffic type represents access capacity within a LATA for carrying traffic from the interexchange carrier to the end user (called party); and, Directory Assistance. Directory Assistance traffic type represents access capacity within a LATA for carrying Directory Assistance traffic from the interexchange carrier to a Directory Assistance location. Directory Assistance traffic type is used for ordering Directory Assistance Service.

5.3 RATE CATEGORIES

The following rate categories apply to Switched Access Service.

- Tandem Transport
- Local Switching
- Common Line
- Toll Free Database Access

5.3.1 Tandem Transport

Tandem Transport provides the transmission facilities from the servicing wire center of the interexchange carrier's premises to an end office utilizing tandem switching functions. Tandem Transport consists of circuits dedicated to the use of a single

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5.3 RATE CATEGORIES (Continued)

interexchange carrier from the servicing wire center of the interexchange carrier’s premises to the access tandem and circuits used in common by multiple interexchange carriers from the access tandem to an end office.

5.3.2 Local Switching

The Local Switching rate element provides for the use of end office switching equipment.

5.3.3 Carrier Common Line

Carrier Common Line Access provides for the use of Company common lines by interexchange carriers for access to end-users to furnish intrastate telecommunications service. Carrier Common Line Access is provided where the interexchange carrier obtains Company Switched Access Service under this tariff.

5.3.4 Toll Free Database Access

This service provides for the (a) forwarding of End User dialed Toll Free calls to the Company which will initiate a query to identify the appropriate Customer to whom the call should be forwarded and (b) translation of the dialed Toll Free number to a ten digit NPA-NXX-XXXX telephone number.

5.4 RATES AND CHARGES

5.4.1 Carrier Common Line, included within 6.4.4 (A) Composite Switched Access Rate

5.4.2 Local Switching, included within 6.4.4 (A) Composite Switched Access Rate

5.4.3 Interconnection Charge, included within 6.4.4 (A) Composite Switched Access Rate

5.4.4 Transport Charge, included within 6.4.4 (A) Composite Switched Access Rate

A.	Composite Originating Switched Access Rate	0.02057 per minute
B.	Composite Terminating Switched Access Rate	0.0000
	- Local Switching	.000
	- Tandem Switching	.000
	- Common Carrier Line Charge	.000

5.4.5 Directory Assistance

Directory Assistance Service Call, per call \$0.25  
Directory Assistance Service

5.4.6 Toll Free Data Base Query Charge \$0.00 per query

5.4.7 Primary Interexchange Carrier Charge \$4.50 per month  
(billed to interexchange carriers serving per line multiline business customers) per line

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5.4.8 Identification and Rating of VoIP-PSTN Traffic

A. Scope

VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing (“TDM”) format that originates and/or terminates in Internet protocol (“IP”) format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) (“FCC Order”). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as “VoIP-PSTN Access Traffic”) from the Customer’s traditional intrastate access traffic, so that such VoIP-PSTN Access Traffic can be billed in accordance with the FCC Order.

B. Rating of VoIP-PSTN Traffic

The VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company’s applicable interstate switched access Tariff FCC No. 4.

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5.4.8 Identification and Rating of VoIP-PSTN Traffic, (CONTINUED.)

- C. Calculation and Application of Percent-VoIP-PSTN Access Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection (b), above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:
1. The Customer will calculate and furnish to the Company a factor (the “PVU-A”) representing the whole number percentage of the total access MOU that the customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the customer’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
  2. Company will, likewise, calculate a factor (the “PVU-B”) representing that percentage of the Company’s total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
  3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the customer that is originated or/or terminated in IP format, whether at the Company’s end, at the Customer’s end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

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5.4.8 Identification and Rating of VoIP-PSTN Traffic, (CONTINUED.)

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor. (CONTINUED.)

4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-A is 40% and the PVU-B is 10%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 2: The PVU-A is 0% and the PVU-B is 10%. The effective PVU factor is  $0\% + (10\% \times 100\%) = 10\%$ . The Company will bill 10% of the customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU in accordance with the company's applicable interstate switched access tariff.

5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.
6. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

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5.4.8 Identification and Rating of VoIP-PSTN Traffic, (CONTINUED.)

D. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial effective PVU, the Company will take the customer-specified PVU-A into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial effective PVU equal to the PVU-B, as specified in subsection C.5., above.

E. PVU Factor Updates

The customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection C.1 or C.2, respectively, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-a factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The company will use the revised PVU-A to calculate a revised effective PVU. The revised effective PVU factor will apply prospectively and serve as the basis for billing until superseded by a new effective PVU.

F. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the effective PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors. The Customer shall retain the call detail, work papers, and/or other information used to develop the PVU factor for a minimum of one year. No prorating or back billing will be done based on updated PVU factors.

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5.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

5.5.1 Usage-based Access Charges are applied on a per access minute basis. Such access minute charges are accumulated over a monthly period.

5.5.2 Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service).

5.5.3 Switched Access Service is provided for a minimum period of one month.

5.6 Originating Access Provider reciprocal compensation rate      0.000.      | T, R

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