

ACCESS SERVICE

Tariff Schedule Applicable to

Access Tariff

Telecommunications Services Furnished by

**METROPLITAN TELECOMMUNICATIONS OF MARYLAND, INC.**

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Issued: November 22, 2004

Effective: January 5, 2005

Issued by:

Andoni Economou, Vice President

Metropolitan Telecommunications of Maryland, Inc. d/b/a MetTel

44 Wall Street, 14<sup>th</sup> Floor

New York, New York 10005

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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- 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 pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

## CHECK SHEET

Sheets 1 through 37 inclusive 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 and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	32	7 <sup>th</sup> Revised*
2	Original	33	Original
3	8 <sup>th</sup> Revised*	34	Original
4	Original	35	1 <sup>st</sup> Revised
5	Original	35.1	Original
6	1 <sup>st</sup> Revised	35.2	Original
6.1	Original	35.3	Original
7	Original	36	Original
8	1 <sup>st</sup> Revised		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
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19	Original		
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20	Original		
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23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		

\*Revisions included with current filing

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## 1 GENERAL

### 1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
  
- (Z) – To signify a correction

### 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business and residential customers (see Definitions 1.3.4 below).
- 1.2.3 The Company's service territory is the State of Maryland.

1 GENERAL continued

1.3 Definitions

- 1.3.1 Advance Payment - Part or all of a payment required before the start of service
- 1.3.2 Access Services - The Company's intrastate telephone services offered pursuant to this tariff.
- 1.3.3 Busy Hour Minutes of Capacity (BHMC) - The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.
- 1.3.4 Carrier or Common Carrier - See Interexchange Carrier.
- 1.3.5 Commission - The Public Service Commission of Maryland.
- 1.3.6 Common Channel Signaling - The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network that is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.
- 1.3.7 Company - Metropolitan Telecommunications of Maryland, inc., ("MetTel") the issuer of this tariff, and its concurring subsidiaries.
- 1.3.8 Company Calling Card - 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.

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1 GENERAL continued

1.3 Definitions

1.3.8.1 Constructive Order – Delivery of calls to or acceptance of calls from the Company’s locations constitutes a Constructive Order by the Customer to purchase switched access services described herein. Similarly the selection by a Company’s End User of the Customer as the pre-subscribed IXC constitutes a Constructive Order of switched access by the Customer.

1.3.9 Customer - The person, firm or corporation which purchases service and is responsible for the payment of charges and compliance with the Company’s regulations.

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(M)

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1 GENERAL continued

Definitions continued

- 1.3.10 End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Telcordia.
- 1.3.11 End User or User - Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.
- 1.3.12 Exchange Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.
- 1.3.13 Interexchange Carrier (IXC) or Interexchange Common Carrier - The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more exchanges.
- 1.3.14 Interstate Access Service - Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls between Commonwealths.
- 1.3.15 Intrastate Access Service - Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the Commonwealth.
- 1.3.16 LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.
- 1.3.17 Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

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## 1 GENERAL continued

## Definitions continued

- 1.3.17.1 Operating Company Number (OCN) – A code used in the Telephone Industry to identify a telephone company. (N)
- 1.3.18 Recurring Charge - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service. (N)
- 1.3.19 Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service, which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.
- 1.3.20 Service Order - The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.
- 1.3.21 Service Switching Point (SSP) - A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.
- 1.3.22 Serving Wire Center - The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.
- 1.3.23 Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.
- 1.3.24 Signaling Point (SP) - The term "Signaling Point" (SP) denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

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**1 GENERAL continued**

## Definitions continued

- 1.3.25 Signaling Point of Interface (SPOI) - The term "Signaling Point of Interface" (SPOI) denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.
- 1.3.26 Signaling System 7 (SS7) - The term "Signaling System 7" (SS7) denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.
- 1.3.27 Signal Transfer Point (STP) - The term "Signal Transfer Point" (STP) denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.
- 1.3.28 Signal Transfer Point (STP) Port - The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.
- 1.3.29 Toll Free - term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).
- 1.3.30 Universal Emergency Telephone Number (911) Service - Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.
- 1.3.31 Wire Center - A building in which one or more central offices, used for the provision of Exchange Services, are located.

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## 2 RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities. The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement. The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

#### 2.1.2 Shortage of 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 from time to time, to furnish service as required at the sole discretion of the Company.

C) The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

#### 2.1.3 Terms and Conditions

A) Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

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## 2 RULES AND REGULATIONS continued

### Undertaking of the Company continued

B) Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

C) The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.

D) The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision. This tariff shall be interpreted and governed by the laws of the Maryland regardless of its choice of laws provision.

### 2.1.4 Limitations on Liability

A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B) With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

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## 2 RULES AND REGULATIONS continued

### Undertaking of the Company continued

C) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or their labor difficulties.

D) The Company shall not be liable for (a) any act or omission of any entity furnishing the company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

E) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

F) The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

G) The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

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## 2 RULES AND REGULATIONS continued

### Undertaking of the Company continued

H) Notwithstanding the Customer's obligations as set forth in Section 2.2 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

I) The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

J) The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

K) The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

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

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## 2 RULES AND REGULATIONS continued

### Undertaking of the Company continued

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

N) The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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## 2 RULES AND REGULATIONS continued

### Undertaking of the Company continued

#### 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities within its control 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 resulting from cable damage, notification to the Customer may not be possible.

#### 2.1.6 Provisions 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 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.
- E) The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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.

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## 2 RULES AND REGULATIONS continued

### Undertaking of the Company continued

F) 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. Notwithstanding the above, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
2. the reception of signals by Customer-provided equipment; or
3. network control signaling where such signaling is performed by Customer provided network control signaling equipment.

G) The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

H) The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

### 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 unusual 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.

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## 2 RULES AND REGULATIONS continued

### Undertaking of the Company continued

#### 2.1.8 Special Construction

A) Subject to the arrangement 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 and characterized by one or more of the following:

1. where facilities are not presently available and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services

#### 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.

#### 2.1.10 Prohibited Uses

The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. 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 their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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Effective: January 5, 2005

Issued by:

Andoni Economou, Vice President

Metropolitan Telecommunications of Maryland, Inc. d/b/a MetTel

44 Wall Street, 14<sup>th</sup> Floor

New York, New York 10005

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## 2 RULES AND REGULATIONS continued

### 2.2 Obligations of the Customer

#### 2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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## 2 RULES AND REGULATIONS continued

### Obligations of the Customer continued

- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
  - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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## 2 RULES AND REGULATIONS continued

### 2.2.6 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, or uses Access Service based upon a Constructive Order, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

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

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.
- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such

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Metropolitan Telecommunications of Maryland, Inc. d/b/a MetTel

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## 2 RULES AND REGULATIONS continued

### 2.2.6 Jurisdictional Reporting continued

#### D. continued

month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in A and B above.

- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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## 2 RULES AND REGULATIONS continued

### 2.3 Liability of the Company

2.3.1 See 2.1.4 above

#### 2.3.2 Service Irregularities

2.3.2.1 See 2.1.4 A) above

2.3.2.2 See 2.1.4 I) above

#### 2.3.3 Claims of Misuse of Service

2.3.3.1 See 2.1.4 H)

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

#### 2.3.4 Defacement of Premises

2.3.4.1 See 2.1.4 G)

#### 2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, 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 and not due to the gross negligence or willful misconduct of the Company.

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2 RULES AND REGULATIONS continued

Liability of the Company continued

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 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.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.



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## 2 RULES AND REGULATIONS continued

### 2.4 Application for Service

#### 2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

#### 2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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## 2 RULES AND REGULATIONS continued

### Application for Service continued

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

### 2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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## 2 RULES AND REGULATIONS continued

### Payment for Service continued

2.5.4 The Company will not collect attorney fees or court costs from customers.

2.5.5 The Customer is responsible for the payment of any sales, use, gross receipts, excise, access TRS, Rights-of-Way or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

### 2.6 Allowance for Interruptions in Service

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.6.2 Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.5.2 for the part of the service that the interruption affects. The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to Company.

2.6.3 A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications. Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which Company is not given access to the service premises; (iv) failures of LEC negligence of LEC employees; (v) inability to gain access to the Credit Allowances received by Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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## 2 RULES AND REGULATIONS continued

### Allowance for Interruptions in Service continued

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B) interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) interruption of service due to circumstances or causes beyond the control of the Company.

### 2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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## 2 RULES AND REGULATIONS continued

### 2.8 Unlawful Use of Service

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

### 2.9 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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2 RULES AND REGULATIONS continued

2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.11 Overcharge/Undercharge

2.11.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.11.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.12 Billing and Collection of Charges

2.12.1 Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any unknown unbilled charges for prior periods not to exceed the Maryland Statute of Limitations of three years and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoices for all Charges monthly to the Customer.

2.12.2 Amounts not paid within 30 days after the date of invoice will be considered past due. MetTel will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills

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## 2 RULES AND REGULATIONS continued

### Billing and Collection of Charges continued

within a specified number of days and make such payments in cash or the equivalent of cash. If a service is disconnected by the Company in accordance with Section 2.4.3 following and later restored, restoration of service will be subject to all applicable installation charges.

- 2.12.3 The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission of Maryland. The address of the Commission is:

William Donald Schaefer Tower  
6 St. Paul St., 16th Floor  
Baltimore, MD 21202

### 2.13 Refusal and Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite 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 30 days' prior notice in writing 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 all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.
- E) Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other

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## 2 RULES AND REGULATIONS continued

### Refusal and Discontinuance of Service continued

provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.4.5.A above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

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2 RULES AND REGULATIONS continued

Refusal and Discontinuance of Service continued

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or

IV. Continuing to have Company End Users presubscribed to the Customer; or

V. Any other Fraudulent means or devices; or

2. Upon ten (10) days written notice to the Customer of any sum thirty (30) days past due;

3. Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or

4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G) In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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### 3 DESCRIPTION OF SERVICES

#### 3.1 Individual Case Basis ("ICB") Offerings

3.1.1 Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

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

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## 4 RATES AND CHARGES

## 4.1 Carrier Switched Access - Originating

<sup>1</sup> Total Blended Rate Per Access Minute – Originating	\$0.020570
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## 4.2 Carrier Switched Access - Terminating

Local Switching	\$0.000700	(R)
Shared Trunk Port	\$0.000000	
Tandem Switching	\$0.001574	
Multiplexing	\$0.000000	
Transport - Termination	\$0.000000	
Transport - Facility	\$0.000002	

(M) Material appearing on the bottom of 1<sup>st</sup> Revised Page 32 have been moved to the top of 2<sup>nd</sup> Revised Page 32

<sup>1</sup>Rate includes the costs for Carrier Common Line, Local Switching, Local Transport and Toll Free Database Query

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## 5 BILLING NAME AND ADDRESS

### 5.1 Billing Name and Address

5.1.1 Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, Commonwealth and zip code for a telephone number assigned by the Company.

5.1.1 BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

5.1.2 The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service, which allows customers to submit the end user's ten-digit Automatic Number Identification (ANI) for returned end user BNA, is provided on both a manual and mechanized basis. On a manual basis, the BNA information may be requested by a written request (i.e., U.S. mail or facsimile). On a mechanized basis, the customer initiated request for information is available through electronic data transmission. The Company, upon receipt of the customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

### 5.2 Undertaking of The Company

A) The Company will respond within ten (10) business days of receipt of a customer's manual request for end user BNA information. The Company will respond to all mechanized BNA requests within five (5) business days of receipt.

B) Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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## 5 BILLING NAME AND ADDRESS continued

### Undertaking of the Company continued

C) The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

### 5.3 Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.
- C) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

The BNA Service Establishment Charge applies for the initial establishment of BNA Service on either a manual or mechanized basis. The BNA Record Transmission Charge is a usage rate which applies on a per ten-digit ANI (message) basis. Each message is subject to the BNA Record Transmission Charge, regardless of whether the requested

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## 5 BILLING NAME AND ADDRESS continued

## Obligations of the Company continued

telephone number is available. The Record Transmission Charge is applied on either a manual or mechanized basis.

## 5.4 Rates and Charges

Recording, per customer message	\$0.0081
Assembling and Editing, per customer message	0.0102
Automatic Number Identification/SS7, per attempt	0.0121
Charge per BNA order	\$50.94
Per BNA record	0.33
Optional Magnetic Tape Charge, per tape	91.44

## 5.5 Identification and Rating of VoIP-PSTN Traffic

## (A) Scope

1. VoIP-PSTN Traffic is defined as traffic exchanged between a MetTel end user and the customer 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, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order
2. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

(N)

(N)

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**5 BILLING NAME AND ADDRESS** continued

## Obligations of the Company continued

**5.5 Identification and Rating of VoIP-PSTN Traffic** continued**(B) Rating of VoIP-PSTN Traffic**

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to MetTel's applicable tariffed interstate switched access rates as specified in MetTel's FCC Tariff.

**(C) Calculation and Application of Percent-VoIP-Usage Factor**

MetTel will determine the number of Relevant VoIP-PSTN 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 exchanged between a MetTel end user and the customer. The PVU will be derived and applied as follows:

1. The customer will calculate and furnish to MetTel a factor (the "PVU-C") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with MetTel in the State, that (a) is sent to MetTel and that originated in IP format; or (b) is received from MetTel and terminated in IP format. This PVU-C 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. MetTel will, likewise, calculate a factor (the "PVU-M") representing the percentage of MetTel's total intrastate and interstate access MOU in the State that MetTel originates or terminates on its network in IP format. This PVU-M shall be based on information, such as the number of MetTel'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. MetTel will use the PVU-C and PVU-M factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a MetTel end user and the customer that is originated or terminated in IP format, whether at MetTel's end, at the customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-M factor times (1.0 minus the PVU-C factor).

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**5 BILLING NAME AND ADDRESS** continued

## Obligations of the Company continued

## 5.5 Identification and Rating of VoIP-PSTN Traffic continued

4. MetTel will apply the 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-M is 10% and the PVU-C is 40%. The PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . MetTel will bill 46% of the customer's intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-M is 10% and the PVU-C is 0%. The PVU factor is equal to  $0\% + (100\% \times 10\%) = 10\%$ . MetTel will bill 10% of the customer's intrastate access MOU at its applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-M factor is, the PVU is 100%. MetTel will bill 100% of the customer's intrastate access MOU at MetTel's applicable tariffed interstate switched access rates.

**(D) Initial PVU Factor**

If the PVU factor is not available and/or cannot be implemented in MetTel's billing systems by January 1, 2012, MetTel will set the initial PVU equal to the PVU-M, as specified in subsection (C)(5), above.

**(E) PVU Factor Updates**

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

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5 BILLING NAME AND ADDRESS continued

Obligations of the Company continued

5.5 Identification and Rating of VoIP-PSTN Traffic continued

(F) PVU Factor Verification

Not more than twice in any year, MetTel may ask the customer to verify the PVU-C factor furnished to MetTel and customer may ask MetTel to verify the PVU-M factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-M factors.

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## 6 LOCAL TRAFFIC EXCHANGE AND TERMINATION

### 6.1 General

This section establishes the methodology for the exchange and termination of local traffic for carriers that do not have an interconnection agreement with the Company.

### 6.2 Ordering Conditions

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

### 6.3 Local Traffic Compensation

Local traffic exchange will be conducted under a Bill and Keep arrangement. All local traffic will be exchanged under a Meet Point Billing Arrangement unless and until either the Commission or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.

### 6.4 Reciprocal Compensation

Reciprocal Compensation for the transport and exchange of local traffic between Company and Other Network Providers ("ONP"), i.e. local exchange carriers and wireless companies, shall be provided pursuant to an interconnection agreement between the two parties. Where an interconnection agreement is not yet in place, the Company will accept and deliver the originating traffic from end users of the ONP to end users of the Company at the local switching rate. The Company agrees to compensate the ONP at the same rate for the originating traffic of its end users that are terminated on the ONP network.

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