#### INTERCITY TELECOMMUNICATIONS SERVICES TARIFF

**FOR** 

SNET America, Inc. d/b/a AT&T Long Distance East

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of intercity telecommunication services offered by SNET America, Inc. d/b/a AT&T Long Distance East within the State of Maryland.

Customers may reach the Company's Customer Service Department via the following toll-free telephone number:

> (800) 288-2020 (T)

**CONCURRING CARRIERS** 

None

**CONNECTING CARRIERS** 

None

OTHER CONNECTING CARRIERS

None

Issued: May 29, 2014 Effective: July 1, 2014

### TARIFF FORMAT

- Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered A. 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) 2.1.1(1)(A)
- 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

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title	1st Rev*	25	Original	50	3 <sup>rd</sup> Rev*
1	Original	26	Original	51	3 <sup>rd</sup> Rev*
2	Original	27	Original	52	3 <sup>rd</sup> Rev*
3	16 <sup>th</sup> Rev*	28	Original	53	3 <sup>rd</sup> Rev*
4	Original	29	Original	53.1	5 <sup>th</sup> Rev
5	1 <sup>st</sup> Rev	30	Original	54	Original
6	Original	31	Original	55	1 <sup>st</sup> Rev
7	Original	32	Original	56	1st Rev
8	Original	33	Original	57	1st Rev
9	2 <sup>nd</sup> Rev*	34	Original	58	2 <sup>nd</sup> Rev
10	1st Rev	35	Original	59	2 <sup>nd</sup> Rev
11	Original	36	Original	60	2 <sup>nd</sup> Rev
12	Original	37	5 <sup>th</sup> Rev*	60.1	1st Rev
13	Original	38	2 <sup>nd</sup> Rev	61	1st Rev
14	Original	39	3 <sup>rd</sup> Rev	62	2 <sup>nd</sup> Rev
15	Original	40	1 <sup>st</sup> Rev	63	2 <sup>nd</sup> Rev
16	Original	41	1st Rev	64	2 <sup>nd</sup> Rev
17	Original	42	1st Rev	65	1st Rev
18	Original	43	2 <sup>nd</sup> Rev*		
19	Original	44	2 <sup>nd</sup> Rev		
20	Original	45	Original		
21	Original	46	Original		
22	Original	47	5 <sup>th</sup> Rev*		
23	Original	48	5 <sup>th</sup> Rev		
24	Original	49	1st Rev		

<sup>\* -</sup> Indicates pages included with this filing.

# TABLE OF CONTENTS

TITL	E PAGE		1
		1AT	
		T	
		ONTENTS	
1	GENERAL		<del>(</del>
	1.1	Explanation of Symbols	
	1.2	Application of the Tariff	
	1.3	Definitions	
2	RULE	RULES AND REGULATIONS	
	2.1	Undertaking of the Company	
	2.2	Obligations of the Customer	
	2.3	Liability of the Company	
	2.4	Application for Service	
	25	Payment for Service	
	2.6	Customer Deposits	
	2.7	Late Payment Charges	
	2.8	Customer Complaints and Billing Disputes	23
	2.9	Allowance for Interruptions in Service	
	2.10	Taxes and Fees.	
	2.11	Returned Check Charge	
	2.12	Directory Assistance Call Allowance	
	2.13	Special Customer Arrangements	
	2.14	Termination of Service	
	2.15	Unlawful Use of Service	
	2.16	Interference with or Impairment of Service	
	2.17	Telephone Solicitation by Use of Recorded Messages	
	2.18	Incomplete Calls	
	2.19	Overcharge/Undercharge	
	2.20	Renewal of Term Plan	

Effective: December 10, 2010

# TABLE OF CONTENTS, (CONT'D.)

3	DESCRIPTION OF SERVICES		36
	3.1	Trial Services	36
	3.2	Promotional Offerings	36
	3.3	Individual Case Basis ("ICB") Offerings	
	3.4	Plan A	
	3.5	Business High Volume Calling Plan II	43
	3.6	Directory Assistance	
4	RATI	ES AND CHARGES	46
	4.1	Calculation of Rates	46
	4.2	Plan A	47
	4.3	Business High Volume Calling Plan II	50
	4.4	Directory Assistance	
5	GRANDFATHERED SERVICES		55
	5.1	Reserved for future use	

Issued: November 3, 2010

Issued by:

 $\mathsf{T}$ 

# 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 Residential and Business customers.
- 1.2.3 The Company's service territory is statewide.

#### 1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to SNET America, Inc. d/b/a AT&T Long Distance East.
- 1.3.2 "Commission" means the Maryland Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

#### 1.3 Definitions

1.3.8 "Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday

The Company charges evening rates on the following Federal holidays:

New Year's DayLabor DayMemorial DayThanksgiving DayIndependence DayChristmas Day

- 1.3.9 "Access Line" means a local channel for voice, data, or video communications that connects the Customer location to a location of the Company.
- 1.3.10 "Account" refers to where the Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.
- 1.3.11 "Account Code" refers to a numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

#### 1.3 Definitions, (Cont'd.)

- "Authorization Code" refers to a pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.
- 1.3.13 Reserved for Future Use

(T/D)

(D) (D)

- 1.3.14 "Collect" refers to a billing convenience whereby the End User may bill the charges for a call to the called party, provided the called party agrees to accept responsibility for the charges.
- 1.3.15 "Company's Point of Presence" refers to the location of the serving central office associated with access to the Company's network.
- 1.3.16 Reserved for Future Use

(T/D)

(D)

- 1.3.17 "Debit Card" refers to a pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.
- 1.3.18 Reserved for future use
- "End User" means any person, firm, partnership, corporation or other entity that uses the service of 1.3.19 the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Issued: May 29, 2014 Effective: July 1, 2014

# 1.3 Definitions, (Cont'd.)

- 1.3.20 "Equal Access" refers to the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982 in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia) as amended by the Court in its orders issued prior to October 17, 1990.
- 1.3.21 "Additional Period" denotes the interval of time used for measuring and charging for time in excess of the Initial Period.
- 1.3.22 "Initial Period" denotes the interval of time allowed at the rate specified for a connection between given service points.
- 1.3.23 "LATA" refers to Local Area of Transport and Access.
- 1.3.24 "Premises" refers to the physical space designated by the Customer for the termination of the Company's service.
- 1.3.25 Reserved for future use .

(T)

- (D) (D)
- 1.3.26 "Subscriber" refers to any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.
- 1.3.27 "Terminal Equipment" refers to Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.
- 1.3.28 "Third Party Billing" refers to a billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Issued: January 25, 2011 Effective: March 1, 2011

PAGE RESERVED FOR FUTURE USE

(N)

Issued: April 5, 2011 Effective: May 6, 2011
Issued by: Carol Paulsen, Director Regulatory

- 1.3 Definitions, (Cont'd.)
  - 1.3.29 "MAC" refers to Minimum Annual Commitment.
  - 1.3.30 "MMC" refers to Minimum Monthly Commitment.
  - 1.3.31 "Service Acceptance Date refers to the date service is first established on the plan the Customer agrees to.

### SECTION 2 – RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

SNET America, Inc. d/b/a AT&T Long Distance East services and facilities are furnished for communications originating and terminating within the state of Maryland under terms of this tariff.

SNET America, Inc. d/b/a AT&T Long Distance East undertakes to provide the services offered in this tariff in accordance with the terms and conditions set forth under this tariff. SNET America, Inc. d/b/a AT&T Long Distance East may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a customer's location to the SNET America, Inc. d/b/a AT&T Long Distance East network. The Customer shall be responsible for all charges due for such service arrangement.

# 2.2 Obligations of the Customer

- 2.2.1 The customer shall be responsible for:
  - (1) The payment of all applicable charges pursuant to this tariff;
  - (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.
  - (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 Obligations of the Customer, (Cont'd.)
  - 2.2.1 The customer shall be responsible for: (cont'd.)
    - (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.
    - (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.
    - (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.
  - 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:
    - (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 Obligations of the Customer, (Cont'd.)
  - 2.2.2 (cont'd.)
    - (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.
- 2.3 Liability of the Company
  - 2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

### 2.3 Liability of the Company, (Cont'd.)

### 2.3.2 Service Irregularities

- (1) The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.
- (2) The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

### 2.3.3 Claims of Misuse of Service

- (1) The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.
- (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 Liability of the Company, (Cont'd.)

#### 2.3.4 Defacement of Premises

(1) The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

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

(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.

#### 2.3 Liability of the Company, (Cont'd.)

#### 2.3.6 Service at Outdoor Locations

(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.

#### Warranties 2.3.7

- THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS. EXPRESS (1) OR IMPLIED EITHER IN FACT OR BY OPERATON OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (2) Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warrantees or representations imposed by the Company should be upheld in a court of law.

#### 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.

### 2.4 Application for Service

#### 2.4.1 Minimum Contract Period:

- (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) 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.
- (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 Application for Service, (Cont'd.)

#### 2.4.2 Cancellation of Service

- (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.
- 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;
  - (A) The total costs of installing and removing such facilities; or
  - (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.
- (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 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. Billing will be done by either the Company through direct billing or through the LEC.
- 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 Payment for Service, (Cont'd.)
  - 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 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.
    - Advance payments for installation costs or special construction will be credited on the first bill in their entirety.
  - 2.5.4 If the Company provides service under a term plan (1, 3, 5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.
- 2.6 **Customer Deposits** 
  - 2.6.1 SNET America, Inc. d/b/a AT&T Long Distance East does not collect Customer deposits.

#### 2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A (1).

- 2.8 Customer Complaints and Billing Disputes
  - 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
  - 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations Maryland Public Service Commission 6 St. Paul Street Baltimore, MD 21202

410-767-8028 (Office of External Relations) 410-767-8000 (Main PSC number) 1-800-492-0474 (Toll-free PSC number)

- 2.8.3 The Company provides the following toll free number (1-800-808-7638) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.
- 2.8.4 The Company will not collect attorney fees or court costs from customers.
- 2.9 Allowance for Interruptions in Service
  - 2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, and 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.

#### 2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

#### 2.11 Returned Check Charge

The charge for a returned check is \$25.00.

# 2.12 Directory Assistance Call Allowance

Residential customers shall receive six free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

### 2.13 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.

#### 2.14 Termination of Service

### 2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- (1) Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- (2) Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (3) Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- (4) Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- (5) Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

### 2.14 Termination of Service, (Cont'd.)

### 2.14.2 Denial of Service Requiring Notice

- (1) The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
  - (A) Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
  - (B) Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
  - (C) Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
  - (D) Non-payment of Bill.
    - (1) For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
    - (2) In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

- 2.14 Termination of Service, (Cont'd.)
  - 2.14.2 Denial of Service Requiring Notice, (cont'd.)
    - Non-payment of Bill, (continued) (D)
      - (3) Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
      - Failure to Comply with Service Conditions. For failure of the customer to (4) furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
      - (5) Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
      - Failure to Pay Increased Deposit Required. For failure of the customer to pay an (6) increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

- 2.14 Termination of Service, (Cont'd.)
  - 2.14.3 Insufficient Reasons for Denial of Service
    - (1) The following may not constitute cause for refusal of service to a present or prospective customer:
      - (A) Failure of a prior customer to pay for service at the premises to be serviced;
      - (B) Failure to pay for a different class of service for a different entity;
      - (C) Failure to pay the bill of another customer as guarantor of that bill;
      - (D) Failure to pay directory advertising charges;
      - (E) Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
      - (F) Failure to pay an outstanding bill that is over 7 years old, unless the:
        - (1) Customer signed an agreement to pay the outstanding bill before the expiration of this period;
        - Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

- 2.14 Termination of Service, (Cont'd.)
  - 2.14.3 Insufficient Reasons for Denial of Service, (cont'd.)
    - (1) (continued)
      - (F) (continued)
        - (3) Outstanding bill is for service obtained by the customer by means of an application made:
          - (i) In a fictitious name,
          - In the name of an individual who is not an occupant of the (ii) dwelling unit, without disclosure of the individual's actual address,
          - (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
          - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.
        - This regulation applies to both residential and nonresidential classes of (4) service.

#### 2.15 Unlawful Use of Service

- 2.15.1 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:
  - (A) 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
  - (B) 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.
- 2.15.2 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.
- 2.16 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.

- 2.17 Telephone Solicitation by Use of Recorded Messages
  - 2.17.1 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.
- 2.18 Incomplete Calls
  - 2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.
- 2.19 Overcharge/Undercharge
  - 2.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
  - 2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

#### 2.20 Renewal of Term Plan

#### 2.20.1 No Renewal

If the customer does not choose to renew a term plan at the end of the 1, 2 or 3 year term, the customer will be automatically changed to the Business default rates in effect, upon completion of the current term.

# 2.20.2 Change in MAC/Term Plan Commitment

- (A) Change In MAC and No Change in Length of Term Plan
  - (1) Higher MAC

If the Customer changes to a higher MAC and does not change the length of the term plan agreement, no under-utilization charge applies and no new term plan agreement is required. To calculate the adjusted annual MAC, prorate the old MAC and prorate the new MAC.

(2) Lower MAC

If the Customer changes to a lower MAC and does not change the length of the term plan agreement, a under-utilization charge will be assessed. The under-utilization charge is equal to the difference between the qualified usage toward the current MAC and the unmet MAC in the current year. A new term plan agreement must be signed by the Customer with new begin/end dates.

- (B) Change In MAC and Change in Length of Term Plan
  - (1) Higher MAC and Longer Term Plan Commitment

If the Customer changes to a higher MAC and a longer term plan commitment, no under-utilization charge applies. A new term plan must be signed by the Customer with new begin/end dates.

- 2.20 Renewal of Term Plan, (Cont'd.)
  - 2.20.2 Change in MAC/Term Plan Commitment, (cont'd.)
    - (B) Change In MAC and Change in Length of Term Plan, (continued)
      - (2) Lower MAC and Shorter Term Plan Commitment

If the Customer changes to a lower MAC and a shorter term plan commitment, an under-utilization charge will be assessed. The under-utilization charge will be the difference between (number of years in old term plan times MAC) minus (total usage accumulated to date in the current MAC year). A new term plan must be signed by the Customer with new begin/end dates.

(3) Lower MAC and Longer Term Plan Commitment

If the Customer changes to a lower MAC and a longer term plan, a underutilization charge may apply. The old MAC/term plan revenue commitment will be compared to the new MAC/term plan revenue commitment. If the new MAC/term plan total revenue commitment for the length of the term plan agreement is greater than the old MAC/term plan total revenue commitment for the length of the term plan agreement, no under-utilization charge applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, a under-utilization charge applies. The under-utilization charge is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.

- 2.20 Renewal of Term Plan, (Cont'd.)
  - 2.20.2 Change in MAC/Term Plan Commitment, (cont'd.)
    - (B) Change In MAC and Change in Length of Term Plan, (continued)
      - (4) Higher MAC and Shorter Term Plan Commitment

If the Customer changes to a higher MAC and a shorter term plan, a underutilization charge may apply. The old MAC/term plan revenue commitment for the length of the term plan agreement will be compared to the new MAC/term plan revenue commitment for the length of the term plan agreement. If the new MAC/term plan revenue commitment is greater than the old MAC/term plan revenue commitment, no under-utilization charge applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, a underutilization charge applies. The under-utilization charge is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.

- (C) Change in Length of Term Plan and No Change in MAC
  - (1) Longer Term Plan Commitment

If the Customer changes to a longer term plan commitment with no change to the MAC, no under-utilization charge applies. A new term plan must be signed by the Customer with new begin/end dates.

(2) Shorter Term Plan Commitment

If the Customer changes to a shorter term plan commitment and does not change the MAC, a under-utilization charge will be assessed. The under-utilization charge will be the difference in the old MAC level minus the current year's MAC usage accumulation to date, plus any full years of MAC remaining on the old MAC term commitment. A new term plan must be signed by the Customer with new begin/end dates.

### 2.20 Renewal of Term Plan, (Cont'd.)

#### 2.20.3 MMC Changes

### (A) Change to Lower MMC

A Customer who changes to a lower revenue commitment may opt to implement the change in the middle of its bill cycle or may opt to make the change effective on the first day of the next bill cycle. If a Customer opts to implement the change in the middle of its billing cycle, a shortfall under-utilization charge applies for the unmet MMC for that billing cycle, if applicable.

### (B) Change MMC to MAC

A Customer may change from a MMC to a MAC at any time during the billing cycle. The MMC will end and no under-utilization charge applies. A term plan must be signed by the Customer with new begin/end dates. The MAC will start on the date requested by the Customer.

### 2.20.4 Start Date and End Date

# (A) MAC

Achievement of the MAC is calculated on the Customer's yearly Service Acceptance Date anniversary or end date of the term agreement commitment

### (B) MMC

MMC is calculated at the end of the Customer's monthly billing cycle.

# (C) Term Plan Agreement

When the Customer changes the billing cycle dates in the middle of a term plan agreement, the term begin and end dates will not change. The accumulated monies towards the MAC charges, if any, will be based on the begin and end date of the term without regard to the billing cycle.

### 3 - DESCRIPTION OF SERVICES

#### 3.1 Trial Services

3.1.1 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 six months at which time the trial offering must be either withdrawn or made available on permanent basis.

# 3.2 Promotional Offerings

3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

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

3.3.1 The tariff may not specify price of a service in the tariff as "ICB." The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. 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.

#### 3.4 Plan A

#### 3.4.1 General Description

This is a calling plan utilizing switched access lines and subminute timing of calls. Outbound calling and inbound AT&T Long Distance Toll Free<sup>SM</sup> Service are offered under this plan.

Calls originate and terminate on Switched Access facilities provided by local exchange companies or other authorized access providers. For switched access, the Customer is responsible for establishing local access facilities and for all nonrecurring, recurring, construction and other charges in connection with such local access. The Customer using multiple Switched Access lines for a single 800 number must arrange for hunting service from the local exchange company.

#### 3.4.2 MTS

MTS is an outbound service priced based on a single rate band. Calls are billed in one minute increments. The minimum call duration is one minute.

### 3.4.3 Reserved for Future Use

(D) | | | | | | (D)

(T/D)

(T/D)

### 3.4 Plan A, (Cont'd.)

Issued by:

3.4.4 AT&T Long Distance Toll Free<sup>SM</sup> Service

(T)

(T)

This Service provides the Customer with one or more 800-NXX-XXXX numbers which when dialed from stations in the intrastate public switched network shall terminate on Customer-designated facilities or equipment. All charges accruing in connection with usage of the Customer's assigned 800 numbers are billed to the Customer rather than to the party originating the call. Calls may originate from all points within Maryland. All calls are billed in one minute increments and are subject to a minimum billing of one minute.

(T)

3.4.5 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features

(T) (D)

- (A) Reserved for future use
- (B) Reserved for future use
- (C) Reserved for future use

- 3.4 Plan A, (Cont'd.)
  - 3.4.5 AT&T Long Distance Toll Free SM Service Optional Features (cont'd)
    - (D) Reserved for future use
    - (E) Enhanced Routing Features<sup>1</sup>

(T)

The following features are available on Switched Access for an additional one time and monthly charge:

Time of Day Routing Day of Week Routing Day of Year Routing Call Allocation Routing Command Routing

(N)

(N)

<sup>&</sup>lt;sup>1</sup> This optional feature is no longer available to: (a) new Customers; (b) existing Customers at new locations; or (c) on new toll free numbers effective November 12, 2013. Existing customers may retain current enhanced routing features but adds, moves, or changes will not be permitted.

#### 3.4 Plan A, (Cont'd.)

3.4.5 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features (cont'd)

(T)

(E) Enhanced Routing Features, (continued)

Time of Day Routing

This feature allows the Customer to have calls to the same 800 number routed to different locations during various times of the day.

- (i) Time of Day routing shall follow the national observance of daylight savings time.
- (ii) The day may be divided into 15 minute increments, with up to 96 time intervals per 24 hour period. All time intervals must begin on the quarter clock hour.
- (iii) The Customer time of day schedule must include the entire 24 hour day.

Day of Week Routing

This feature permits the Customer to have calls to the same 800 number routed to different locations based upon the day of the week. Day of Week routing shall follow the national observance of daylight savings time.

### 3.4 Plan A, (Cont'd.)

Issued by:

3.4.5 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features (cont'd)

(T)

(E) Enhanced Routing Features, (continued)

Day of Year Routing

This feature permits the Customer to have calls to the same 800 number routed to different locations on specified days of the year. Dates are stored in a month/day format. It is the responsibility of the Customer to revise day of year routing schedules annually.

Call Allocation Routing

This feature permits the Customer to define routing of calls made to the same 800 number on a percentage basis so that calls can be allocated to multiple locations. Percentages must be defined in whole numbers, with 1% (one percent) as the smallest allocation percentage to any location. The total of all percentage allocations must be 100%.

### 3.4 Plan A, (Cont'd.)

Issued by:

3.4.5 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features (cont'd)

(T)

(E) Enhanced Routing Features, (continued)

### **Command Routing**

This feature allows the Customer to activate a different Enhanced 800 routing plan on command by placing one telephone call to the Company.

- (i) The Customer may define up to 99 separate routing plans per 800 number.
- (ii) Routing plans must be loaded in the Company's network before they are available for activation on command.
- (iii) The Customer must have a minimum of two routing plans to be able to utilize this feature.

### 3.5 Business High Volume Calling Plan II

High Volume Calling Plan II is a flat rate calling plan designed for business Customers who bill at least \$50.00 monthly in long distance services. High Volume Calling Plan II calls utilize Switched Access Lines and are billed in one (1) second increments for plans with a Monthly Annual Commitment and are billed in six (6) second increments for plans with a Monthly Minimum Commitment, both with an Initial Period, for billing purposes of eighteen (18) seconds. The minimum commitment for the Monthly Minimum Commitment (MMC) on this plan is one month. The minimum commitment for the Minimum Annual Commitment (MAC) is one year.

- 3.5.1 High Volume Calling Plan II Customers can have multi location accounts that have the same account-billing name grouped together. Accounts that are added after the initial installation inherit the start date of the first account on the plan.
- 3.5.2 High Volume Calling Plan II Customer will be required to select a Minimum Monthly Commitment (MMC) without signing a term commitment or a Minimum Annual Commitment (MAC) which requires a term commitment. A Customer participating in the High Volume Calling Plan II commits to spending a predetermined dollar volume, either annually in the case of a MAC or monthly in the case of a MMC.
- 3.5.3 High Volume Calling Plan II Customers can aggregate usage totals from inbound and outbound service usage when SNET America, Inc. d/b/a AT&T Long Distance East is the Carrier of choice and multiple Billed Telephone Numbers (BTN) when they are identified under a single Master Account Number, to meet either the MMC or MAC. Any commitment (MMC or MAC) shortfall will be applied to the Primary Billed Telephone Number of the Master Account.
- 3.5.4 Customers subscribing to a MMC will be given a two (2) month grace period where there will be no shortfall penalty assessed. If a Customer subscribes to a MMC on any date other than the first day of the billing cycle, the partial first month is counted as a full month when determining the length of the no penalty period.

(D)

Issued: May 29, 2014 Effective: July 1, 2014
Issued by: Linda Guay, Director Regulatory

- 3.5 Business High Volume Calling Plan II, (Cont'd.)
  - 3.5.5 Customers that participate in other SNET America, Inc. d/b/a AT&T Long Distance East Optional Call Plans with a term requirement can upgrade to this call plan without penalty. Customer must sign a term Agreement in twelve-month increments, equal to or greater than the remaining months on their existing Agreement and meet the minimum requirement of this plan. If the Company does not offer a plan that carries a term sufficient to satisfy this requirement, the Customer must opt for the longest term currently available.
  - 3.5.6 The usage rates defined below are applicable to the components listed.
  - 3.5.7 Cancellation of Term Plan
    - (A) Customer Cancels MAC has been met:

If the Customer cancels a term plan in the last year of that term plan and the Customer has met the MAC for that year, no term plan early termination fee applies.

(B) Customer Cancels – MAC has not been met:

If the Customer cancels a term plan and the MAC has not been met for the current year or for any additional years remaining in the term plan agreement, the early termination fee is equal to 50% of the unmet MAC for each of the additional years remaining on the term plan agreement.

(C) MACs, MMCs, and Term Plan Agreements

(2)

(N)

(N)

(C)

Customers that subscribe to this service and who wish to: (1) change MAC or MMC; (2) change the length of their term; or; (3) change to another High Volume Calling Plan; customers must cancel their current term plan agreement and sign a new term plan agreement with new begin/end dates unless otherwise indicated in this Tariff.

(D) The Company will not charge an early termination fee and/or under utilization fee (ETF/UUF) when a Customer cancels an existing term plan agreement with a MAC if at the same time the Customer agrees to replace some or all of their existing service with Internet Protocol (IP) service, Wireless, or any functionally equivalent service from an Affiliate of the Company for the purpose of placing outbound and/or inbound live voice communications outside of the customer's local calling area.

(C)

#### 3.5.8 Term Renewal

If the customer does not choose to renew the Business High Volume Calling Plan at the end of the 1, 2 or 3 year term, the customer will be automatically changed to the Business default rates in effect, upon completion of the current term.

Issued: December 6, 2013 Effective: January 13, 2014

#### 3.6 Directory Assistance

Directory Assistance is available to Customers of SNET America Inc. d/b/a AT&T Long Distance East's service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance call allowances shall be made in accordance with Section 2.12 of this Tariff.

Issued: April 12, 2006 Effective: April 26, 2006

#### SECTION 4 – RATES AND CHARGES

#### 4.1 Calculation of Rates

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon - Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- Timing of calls begins when the call is answered at the called station. Different rates may apply 4.1.2 depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 4.1.3 Different rates apply based on time of day or day of week for Plan A as described in the following rate table:

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday

All other plans have no time of day or day of week variations.

Issued: April 12, 2006 Effective: April 26, 2006

#### 4.2 Plan A

#### 4.2.1 MTS

(A) Minimum Usage Charge (MUC) \$22.50

(T/D) (D)

If monthly outbound and/or inbound usage equals or exceeds the MUC in a billing period, the MUC will not apply. If monthly outbound and/or inbound usage in a billing period is less than the MUC, the MUC that will apply will be the difference between that month's usage and the MUC.

Only one minimum usage charge will apply when a Customer subscribes to both MTS and AT&T Long Distance Toll Free  $^{SM}$  Service

# (B) Usage Rates Per Minute

	<b>Initial Minute</b>	<b>Additional Minute</b>
Day	\$0.1900	\$0.1800
Evening	\$0.1700	\$0.1500
Night/Weekend	\$0.1500	\$0.1400

### 4.2.2 Reserved for Future Use

(T/D)

Effective: January 13, 2014

### SECTION 4 – RATES AND CHARGES, (CONT'D.)

### 4.2 Plan A, (Cont'd.)

# 4.2.3 AT&T Long Distance Toll Free<sup>SM</sup> Service

(D) | | | | | | | (D)

(T)

### (A) Usage Rates Per- Minute

Night/Weekend

	<b>Initial Minute</b>	<b>Additional Minute</b>
Day	\$0.1900	\$0.1800
Evening	\$0.1700	\$0.1500

\$0.1500

(B) Monthly Service Fees, per service group:

(T)

Switched Access \$ 5.00

This monthly service fee is waived if the Customer subscribes to the same 800 number for both interstate and intrastate service.

\$0.1400

- 4.2.4 AT&T Long Distance Toll Free<sup>SM</sup> Service Optional Features
  - (A) Reserved for future use

Issued: December 6, 2013

Issued by:

### 4.2 Plan A, (Cont'd.)

4.2.4 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features, (cont'd.)

(T)

(B) Real Time Automatic Number Identification (ANI)

Nonrecurring charge, per Routing Arrangement:

\$200.00

Nonrecurring charges shall be waived if the Customer subscribes to this service for the same routing arrangement for interstate service.

Usage Charge, per ANI Delivered:

\$0.010

(C) 800 Call Overflow

Nonrecurring charge, per Routing Arrangement:

\$50.00

(D) Uniform Call Distribution

Nonrecurring charge, per Service Group:

\$50.00

(E) Enhanced Routing Features:

**Nonrecurring Charges:** 

Installation	\$100.00
Service Change	\$50.00
Command Routing Activation	\$50.00

## **Monthly Recurring Charges:**

1–3 Routing Plans	\$0.00
4–12 Routing Plans	\$50.00
13–99 Routing Plans	\$50.00

### 4.3 Business High Volume Calling Plan II

### 4.3.1 Usage Rates

Issued by:

(A) Monthly Minimum Commitment Option - The usage rated defined below are applicable for Direct Dial inbound and outbound usage. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times.

77	ΓЛ	$\sim$
(	/	<b>,</b> , ,
١.	. , ,	<b>,</b>

	Switched Access	
Monthly Minimum	Initial	Each
	18 Seconds	Additional
	16 Seconds	6 Seconds
\$ 50.00	\$0.0374	\$0.01248
\$ 200.00	\$0.0365	\$0.01218
\$ 500.00	\$0.0360	\$0.01200
\$ 1,000.00	\$0.0355	\$0.01182
\$ 2,500.00	\$0.0346	\$0.01152
\$ 5,000.00	\$0.0338	\$0.01128
\$10,000.00	\$0.0329	\$0.01098
\$15,000.00	\$0.0324	\$0.01080
\$20,000.00	\$0.0319	\$0.01062

(D)

Issued by:

### SECTION 4 – RATES AND CHARGES, (CONT'D.)

- 4.3 Business High Volume Calling Plan II, (Cont'd.)
  - 4.3.1 Usage Rates, (cont'd.)
    - (B) Minimum Annual Commitment Option The usage rates defined below are applicable for Direct Dial inbound and outbound usage. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times.

One Year Term

MAC	Switche	Switched Access	
1 Year Term**	Initial 18 Seconds	Each Additional Second	
\$ 600.00	\$0.0282	\$0.00157	
\$ 2,400.00	\$0.0276	\$0.00153	
\$ 6,000.00	\$0.0270	\$0.00150	
\$ 12,000.00	\$0.0264	\$0.00147	
\$ 30,000.00	\$0.0258	\$0.00143	
\$ 60,000.00	\$0.0252	\$0.00140	
\$120,000.00	\$0.0246	\$0.00137	
\$180,000.00	\$0.0240	\$0.00133	
\$240,000.00	\$0.0234	\$0.00130	

<sup>\*\*</sup>For Customers whose contract has expired, please see Section 4.3.1(C).

(T) (D) (D)

## SECTION 4 – RATES AND CHARGES, (CONT'D.)

- 4.3 Business High Volume Calling Plan II, (Cont'd.)
  - 4.3.1 Usage Rates, (cont'd.)

(B) (continued)

Two Year Term

MAC	Switched Access	
2 Year Term**	Initial 18 Seconds	Each Additional Second
\$ 600.00	\$0.0276	\$0.00153
\$ 2,400.00	\$0.0270	\$0.00150
\$ 6,000.00	\$0.0258	\$0.00143
\$ 12,000.00	\$0.0252	\$0.00140
\$ 30,000.00	\$0.0246	\$0.00137
\$ 60,000.00	\$0.0240	\$0.00133
\$120,000.00	\$0.0234	\$0.00130
\$180,000.00	\$0.0228	\$0.00127
\$240,000.00	\$0.0228	\$0.00127

<sup>\*\*</sup>For Customers whose contract has expired, please see Section 4.3.1(C).

- 4.3 Business High Volume Calling Plan II, (Cont'd.)
  - 4.3.1 Usage Rates, (cont'd.)

(B) (continued) (T)

(D) (D)

Three Year Term

MAC	Switched Access	
3 Year Term**	Initial 18 Seconds	Each Additional Second
\$ 600.00	\$0.0270	\$0.00150
\$ 2,400.00	\$0.0264	\$0.00147
\$ 6,000.00	\$0.0246	\$0.00137
\$ 12,000.00	\$0.0240	\$0.00133
\$ 30,000.00	\$0.0234	\$0.00130
\$ 60,000.00	\$0.0228	\$0.00127
\$120,000.00	\$0.0222	\$0.00123
\$180,000.00	\$0.0216	\$0.00120
\$240,000.00	\$0.0216	\$0.00120

(C) Reserved for Future Use (T/D)

(D)

(D)

<sup>\*\*</sup>For Customers whose contract has expired, please see Section 4.3.1(C).

- 4.3 Business High Volume Calling Plan II, (Cont'd.)
  - 4.3.1 Usage Rates, (cont'd.)
    - (C) Term Renewal Also known as Out of Term

If the customer does not choose to renew the Business High Volume Calling Plan at the end of the 1, 2 or 3 year term, the customer will be automatically changed to the Business default rates below.

	Switched Access	
MAC	Initial 18 Seconds	Each Additional Second
\$ 600.00	\$0.0650(I)	\$0.0036(I)
\$ 2,400.00	\$0.0644(I)	\$0.0036(I)
\$ 6,000.00	\$0.0610(I)	\$0.0034(I)
\$ 12,000.00	\$0.0580(I)	\$0.0032(I)
\$ 30,000.00	\$0.0574(I)	\$0.0032(I)
\$ 60,000.00	\$0.0571(I)	\$0.0032(I)
\$120,000.00	\$0.0542(I)	\$0.0030(I)
\$180,000.00	\$0.0536(I)	\$0.0030(I)
\$240,000.00	\$0.0536(I)	\$0.0030(I)

Issued: December 1, 2011 Effective: February 12, 2012

#### 4.4 Directory Assistance

A Directory Assistance charge of \$1.25 per call applies to all intrastate calls made from points within the State of Maryland.

Issued: April 12, 2006 Effective: April 26, 2006

Maryland P.S.C. Tariff No. 3 1st Revised Page No. 55 Cancels Original Page No. 55

## SECTION 5 – GRANDFATHERED SERVICES

5.1 Reserved for future use (T)

| | | | | | | | | | | | | | | | | | |

(D)

(D)

(D)

| | | | | | | | | | | | | | | | | | |

(D)

(D)

(D)

(D)

| | | | | | | | | | | | | | | | | |

(D)

| | | | | | | | | | | | | | | | | |

(D)

| | | | | | | | | | | | | | | | | | |

(D)