

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO END-USER
COMMUNICATIONS SERVICES WITHIN
THE STATE OF MARYLAND

Issued By: Joseph Kahl, Director, Regulatory Affairs
 105 Carnegie Center
 Princeton, NJ 08540

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Starpower Communications, LLC, (d/b/a RCN) to business customers within the State of Maryland.

In addition, this tariff sets forth the service offerings and rates applicable to the furnishing of intrastate end-user communications services by Starpower Communications, LLC, (d/b/a RCN) to residential customers within the State of Maryland.

The Company will offer service under either of the following names: Starpower Communications, LLC , Starpower or A RCN@.

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Starpower Communications, LLC

P.S.C. Md. No. 1 - Telephone d/b/a RCN

Starpower Communications, LLC
d/b/a

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DEFINITIONS

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Code: A sequence of numbers that, when dialed, connect the caller to the provider of Alternative Operator Services associated with the sequence.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Aggregator: Any Person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises for intrastate telephone calls using the Company's Alternative Operator Services.

Alternative Operator Services: Any intrastate telecommunications service initiated from an Aggregator location that includes, as a component, any automatic or live assistance to the Customer to arrange for billing or completion, or both, of an intrastate telephone call through a method other than:

- 1) Automatic completion with billing to the telephone from which the call originated; or
- 2) Completion through a Company Access Code used by the Customer, with billing to an account previously established with the Company by the Customer.

Advance Payment: Part or all of a payment required before the start of service.

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Starpower Communications, LLC

P.S.C. Md. No. 1 - Telephone d/b/a RCN

Authorization Code: A numerical code, one or more of which may be assigned to a Customer to enable identification of individual users on an account and to allocate costs of service accordingly. Authorization codes are the sole property of the Company, and no Customer shall have any property or other right or interest in the use of any particular Authorization Code.

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Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Billed Party: The person or entity responsible for payment of the Company=s service. The Billed Party is the Customer associated with the Authorization Code used to place the call, with the following exceptions:

- 1) In the case of a calling card or credit card call, the Billed Party is the party assigned the Authorization Code for the calling card or credit card used by the Users; and
- 2) In the case of a collect or third party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

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DEFINITIONS

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DEFINITIONS

Starpower Communications, LLC
d/b/a RCN

Section 1 –

Commission: The Maryland Public Service Commission.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company or Starpower Communications, LLC: Starpower Communications, LLC, (d/b/a RCN) the issuer of this tariff.

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.

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

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Dialed Calling Card Call: A Service whereby the Customer dials all of the digits necessary to route and bill the call without any live operator assistance.

Debit Card: A calling card issued by the Company in return for prepayment of an amount certain by the Customer. The Customer uses a Personal Identification Number (APIN@) associated with the card to make calls which are charged against the prepayment amount until it is exhausted.

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Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by Starpower Communications, LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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.

Mbps: Megabits, denotes millions of bits per second.

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Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Notice: Refers to correspondence sent between the Company and the Customer via U.S. Mail-First Class. Additional information to be contained within the notice is addressed within the appropriate section of the tariff.

Office Communications Services (OCS): The Company's product name for its Shared Tenant Service, where the Company owns the PBX and provides shared telecommunication services (equipment, network, voice mail) to numerous tenants at one site.

Off Net Service: A resale product sold to customers in areas where the Company cannot originate via its leased facilities.

On Net Service: Service provided to customers in areas where the Company has network origination capabilities.

Operator Handling Fee: A fee which may be applied to calls which require the assistance of a Company Operator. This charge may vary depending upon the payment method selected by the Person originating the call.

Operator -Station Call: A service whereby the caller places a non-Person-to-Person call with the assistance of an operator (live or automated).

Other Telephone Company: An Exchange Telephone Company, other than the Company.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person, particular station, room number, department, or office to be reached.

Premises: The space designated by a Customer or Aggregator at its place or places of business for termination of the Company's service, whether for its own communications needs or for the use of its patrons, guests, or employees. In the case of the non-profit

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sharing group, this term includes space at each sharer=s place or places of business, as well as at the Customer=s or Aggregator=s place of business.

Public Safety Agency: The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to as the customer for Universal Emergency Telephone Number Service.

Public Safety Answering Point (PSAP): A location operated and maintained by a Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical, or other emergency services are answered.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Residential Service: Applies to Customers who reside in private homes, apartments, fraternity or sorority houses, and convents and monasteries (including stations located in the study of a clergyman located in a church), or any similar domicile not clearly defined herein.

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DEFINITIONS

Service Commencement Date: The first day following the 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 Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network 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.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC provided local exchange access line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customers LATA may be placed by dialing "10XXX" + 1 + 10-digit number."

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Subscriber: See Customer definition.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Billing: A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the numbers of the Calling Station and the Called Station.

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Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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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.

Universal Range: Limitation of a Customer=s ability to place calls to selected Area Codes through the placement of restrictions on a Customer=s 1+and calling card access to the network. Such limitations may be imposed by only specific request of Customers on their own lines or cards.

User or End 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.

Verified Account Code: A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly. Account codes are verified against a predefined list of codes maintained by the Company.

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REGULATIONS

2.1

Undertaking of the Company

2.1.1 Scope

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

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

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REGULATIONS

2.1

Undertaking of the Company (cont=d.)

2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- C) The Company or its designee may act as the Customer=s or Aggregator=s agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer or Aggregator, to allow connection of a Customer=s location or Aggregator=s Station to a service provided by the Company. The Customer or Aggregator shall be responsible for all charges due for such service arrangement.

Undertaking of the Company (contd.)

2.1.3 Terms and Conditions

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REGULATIONS

2.1

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers or Aggregators may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers or Aggregators will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer or Aggregator of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

Undertaking of the Company (contd.)

2.1.3 Terms and Conditions (cont=d.)

- D) Service may be terminated:

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REGULATIONS

2.1

- 1) upon Ten (10) days written notice to the Customer or Aggregator if the Customer or Aggregator is using the service in violation of this tariff; or
 - 2) without notice to the Customer or Aggregator if the Customer or Aggregator is using the service in violation of the law.
- E) This tariff shall be interpreted and governed by the laws of the State of Maryland without regard for its choice of laws provision.
- F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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REGULATIONS

2.1

Undertaking of the Company (contd.)

2.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer or Aggregator for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer or Aggregator for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer, Aggregator or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer or Aggregator shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.4 Limitations on Liability (cont=d.)

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer or Aggregator, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer, Aggregator or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3) Any unlawful or unauthorized use of the Company's facilities and services;

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.4 Limitations on Liability (cont=d.)

D) (cont=d.)

- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Companyprovided facilities or services; or by means of the combination of Company-provided facilities or services with Customer or Aggregator provided facilities or services,
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer or Aggregator obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.4 Limitations on Liability (cont=d.)

D) (cont=d.)

- 7) Defacement of or damage to Customer or Aggregator premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer or Aggregator, or the construction, installation, maintenance, presence, use or removal of the Customer's or Aggregator=s facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.4 Limitations on Liability (cont=d.)

(D) (cont=d.)

- 11) Any act or omission in connection with the provision of 911, E911, or similar services;
- 12) Any noncompletion of calls due to network busy conditions;
- 13) Any calls not actually attempted to be completed during any period that service is unavailable.

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.4 Limitations on Liability (cont=d.)

- E) The Company shall be indemnified, defended and held harmless by the Customer, Aggregator or end user from and against any and all claims, loss, demands, suits, expenses except attorneys fees, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer, Aggregator 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, Aggregator 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 Company, Customer or Aggregator equipment or facilities or service provided by the Company.

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer or Aggregator 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, Aggregator 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, Aggregator or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence,

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2.1 Undertaking of the Company (cont=d.)

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condition, location, use or removal of any equipment or facilities or the service.

Limitations on Liability (cont=d.)

- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer or Aggregator, even if the Company has acted as the Customer's or Aggregator's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) 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.

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2.1 Undertaking of the Company (cont=d.)

2.1.5 Notification of Service-Affecting Activities

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

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2.1 Undertaking of the Company (cont=d.)

2.1.6 Provision of Equipment and Facilities

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

- B) The Company shall not be responsible for the installation, operation, or maintenance of any Customer or Aggregator 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 in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals by Customer or Aggregator provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer or Aggregator provided equipment.
 - 3) network control signaling where such signaling is performed by Customer or Aggregator provided network control signaling equipment.

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2.1 Undertaking of the Company (cont=d.)

2.1.7 Non-routine Installation

At the Customer's or Aggregator=s request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's or Aggregator=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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2.1 Undertaking of the Company (cont=d.)

2.1.8 Special Construction

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

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

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2.1 Undertaking of the Company (cont=d.)

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 Universal Emergency Telephone Number Service

- A) This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B) 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used

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2.1 Undertaking of the Company (cont=d.)

on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

2.1.10 Universal Emergency Telephone Number Service (cont=d.)

E) The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, 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. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by

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the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.1.11 Emergency Use and Restoration of Service

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

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2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or Aggregator has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Maryland Public Service Commission's regulations, policies, orders, and decisions.
- C) The Company may require a Customer or Aggregator to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, Aggregator, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer or Aggregator to transfer its existing service to another entity if the existing Customer or Aggregator has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

Obligations of the Customer or Aggregator

2.3.1 Customer or Aggregator Premise Provisions

- A) The Customer or Aggregator shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer or Aggregator.

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- B) The Customer or Aggregator shall be responsible for providing Company personnel access to premises of the Customer or Aggregator at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

Obligations of the Customer or Aggregator (cont)

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2.3.2 Liability of the Customer (cont=d.)

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

2.3.3 Liability of the Aggregator

- A) The Aggregator will be liable for damages to the facilities of the Company caused by negligence or willful acts of any officers, employees, agents or contractors of the Aggregator.
- B) The Aggregator agrees to route and deliver to the Company all dialed A0+@ telephone traffic from the Stations covered under Aggregator=s agreement with the Company except where a Customer designates an alternate carrier by dialing that carrier=s access code or otherwise requesting such access. The Aggregator shall route all A0 -@ calls (A0" dialed without additional digits) to the serving Local Exchange Company. In equal access areas, A0+@ intraLATA calls shall not be intercepted or blocked. In non-equal access areas, it is prohibited to block or intercept A0-@ calls and permissible to intercept A0+@ calls.

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Obligations of the Customer or Aggregator (cont

2.3.3 Liability of the Aggregator (cont=d.)

- C) The Aggregator agrees to cooperate with the Company in implementing reasonable Customer notice and posting programs adopted by the Company, including posting in plain view at each Aggregator telephone location permanent signing that identifies the Company as the presubscribed provider of operator services and states that calls will be billed at applicable rates established by the Company. Aggregator shall provide such additional notice to Customer as may be prescribed by regulatory authorities.

- D) The Aggregator will comply at all times with the requirements of Section 226(c) of the Communications Act of 1934, as amended, all rules of the Federal Communications Commission promulgated thereunder, and all applicable regulations of the Commission. Aggregator shall comply with the following requirements:
 - 1) Aggregator shall not block access to other operator service providers by means of A800" or A950" access numbers from telephones presubscribed to the Company;

 - 2) Aggregator shall post on or near Stations presubscribed to the Company which shall include:
 - a) Company=s name, address and toll free Customer Service number;

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- b) Instructions on dialing procedures and directions for reporting service problems; obtaining additional service, rate, and billing information; and accessing emergency services;

Obligations of the Customer or Aggregator (cont

2.3.3 Liability of the Aggregator (cont=d.)

D) (cont=d.)

2) (cont=d.)

- c) A statement that unresolved Customer complaints regarding interstate services may be directed to the Federal Communications Commission=s Common Carrier Bureau Enforcement Division and providing the Commission=s address and toll free number; and
 - d) A statement that unresolved Customer complaints regarding intrastate services may be directed to the Commission and providing the Commission=s address and phone number.
- E) If the Company has reason to believe that the Aggregator is in violation of the requirements of Section 2.3.3(D) preceding, the Company shall withhold payment of compensation to Aggregator, including commissions, for any Station where Aggregator is not in

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compliance until such time as the Aggregator complies with Section 2.3.3(D). Failure to comply with the provisions of Section 2.3.3(D) after notice by the Company is grounds for termination of services to the Aggregator or particular Aggregator Station.

- F) The Aggregator shall configure its Station facilities so that when a Customer places a 911 emergency call, or similar emergency call, such call shall be routed to the emergency answering point for the area in which the call originated without intervention by the Company.

Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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

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2.4 Customer Equipment and Channels (cont=d.)

2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's or Aggregator=s expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

The Customer or Aggregator is responsible for taking all necessary legal steps for interconnecting Customer or Aggregator provided terminal equipment or communications equipment with Company=s facilities. The Customer or Aggregator shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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

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2.4 Customer Equipment and Channels (cont=d.)

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

2.4.3 Interconnection of Facilities

- E) The Company=s facilities and service may be used with or terminated in Aggregator-provided Station equipment or Aggregator-provided communications systems, such as a telephone set, PBX, pay phone or key system. Such terminal equipment shall be furnished and maintained at the expense of the Aggregator, except as otherwise provided. The Aggregator is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company=s service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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2.4 Customer Equipment and Channels (cont=d.)

2.4.4 Inspections

- A) Upon suitable notification to the Customer or Aggregator, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Aggregator is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer or Aggregator provided facilities, equipment, and wiring in the connection of Customer or Aggregator -provided facilities and equipment to Company-owned facilities and equipment.

- B) If the protective requirements for Customer or Aggregator -provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer or Aggregator promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer or Aggregator must take this corrective action and notify the Company of the action taken. If the Customer or Aggregator fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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Customer Deposits and Advance Payments

2.5.1 Advance Payments

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

2.5.2 Deposits

To safeguard its interests, the Company may require a Customer to make a deposit, which shall be held in a Maryland Bank as a guarantee for the payment of charges in accordance with the Rules of the Maryland Public Service Commission, Chapters 20.45.04.04, 20.30.01 and 20.30.02. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. In cases involving a residential Customer, the deposit will not exceed amount equal to:

- a. two-twelfths (2/12) of the estimated charges for service for the ensuing twelve months where a service or facility has a minimum payment period of one month; or

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- b. three-twelfths (3/12) of the estimated charge for service for the ensuing twelve months where a service or facility has a minimum period of three months or 90 days; except that

Customer Deposits and Advance Payments (cont

2.5.2 Deposits (cont=d.)

In cases involving a non-residential Customer, the deposit will not exceed an amount equal to:

- a. the estimated usage charge for service for two (2) consecutive billing periods or 90 days, whichever is less; or
- b. any other reasonable amount where service is being provided for short periods or seasonal occasions; except that
- c. a deposit may include an additional amount in the event that a termination charge is applicable.

Each applicant from whom a deposit is collected will be given a receipt of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations prescribed by the Commission pertaining to Customer deposits.

- a. Interest on Deposits. Deposits held will accrue interest at a rate calculated in accordance with the Rules and Regulations of the

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Maryland Public Service Commission, Chapter 20.30.01.04 or Chapter 20.30.02.04, whichever is applicable.

- b. Inadequate Deposit. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

Customer Deposits and Advance Payments (cont

2.5.2 Deposits (cont=d.)

- c. Return of Deposit. The Company will refund a residential Customer's deposit plus accrued interest
 - (1) upon discontinuance of service;
 - (2) after the Customer has paid all invoices for service for the first twelve months following payment of the deposit without having had service discontinued for nonpayment of an invoice or had more than two accessions in which an invoice was not paid when it became due and the Customer is not currently delinquent in the payment of his or her invoices;
 - (3) at any time upon request, if the Customer's credit has been otherwise established in accordance with the Rules of the Maryland Public Service Commission, Chapter 20.30.02.02.

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Customer Deposits and Advance Payments (cont

2.5.2 Deposits (cont=d.)

c. Return of Deposits (cont=d.)

The Company will refund a non-residential Customer deposit plus accrued interest

- (1) upon discontinuance of service;
- (2) upon the Customer's having established a good payment record, as defined by the Commission's Rules under Chapter 20.30.01.05.B, by showing that the Customer
 - (i) was a customer of a Maryland utility for at least twelve (12) months within the preceding two (2) year period;
 - (ii) does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - (iii) did not have service disconnected for nonpayment of a utility bill during the last twelve (12) months that service was provided; and
 - (iv) did not fail, on more than two (2) occasions during the last twelve (12) months that service was provided, to pay a utility bill when it became due.

Customer Deposits and Advance Payments (cont

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2.5.2 Deposits (cont=d.)

d. Notwithstanding the above provisions, a deposit shall not be required of an individual sixty (60) years or older applying for residential service provided the individual presents satisfactory proof of:

- (1) Age;
- (2) Intent to be the primary consumer of the service as evidence by lease, mortgage, rental agreement, or title to the dwelling unit to be served being maintained in the name of the applicant; and
- (3) The absence of any outstanding bill owed to a utility for service.

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2.6 Payment Arrangements

2.6.1 Payment for Service

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

A) Taxes

The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company=s net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.6.2 Billing and Collection of Charges

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

- A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer or Aggregator by the Company.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer or Aggregator, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the

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2.6 Payment Arrangements (cont=d.)

Customer or Aggregator by the Company. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

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

- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D) Billing of the Customer or Aggregator by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer or Aggregator that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be a rate of 1.5% per month and may not exceed a cap of 5% of the total original unpaid charges as set forth with COMAR 20.30.02.01.A(1).

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REGULATIONS2.6 Payment Arrangements (cont=d.)

- F) The Customer will be assessed a charge of twenty-five dollars **C** (\$25.00) for each check or automatic credit card payment that is rejected or returned. RCN will consider this a denied payment submitted by the customer. In addition, any late fees incurred as a result of the denied payment will apply.

C

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

- G) If service is disconnected by the Company (in accordance with Section 2.6.4 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.4 following) and later restored, restoration of service will be subject to the rates in Section 9.6.2.

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2.6 Payment Arrangements (cont=d.)

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2.6 Payment Arrangements (cont=d.)

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2.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer or Aggregator unless oral or written notice of the disputed charge(s) is received by the Company.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer or Aggregator, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer or Aggregator shall pay the late payment charge.

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.3 Billing Disputes (cont=d.)

C) Adjustments or Refunds to the Customer or Aggregator

- 1) In the event that the Company resolves the billing dispute in favor of a Customer or Aggregator who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's or Aggregator's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer or Aggregator who has paid the total amount of the disputed bill, the Company will credit the Customer's or Aggregator's account for any overpayment by the Customer or Aggregator in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer or Aggregator who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer or Aggregator.
- 4) All adjustments or refunds provided by the Company to the Customer or Aggregator at the Customer's or Aggregator's request, or provided by the Company to the Customer or Aggregator by way of compromise of a billing dispute, and

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which are accepted by the Customer or Aggregator, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's or Aggregator's claims for the billing period for which the adjustment or refund was issued.

Payment Arrangements (cont

2.6.3 Billing Disputes (cont=d.)

C) Adjustments or Refunds to the Customer or Aggregator (cont=d.)

5) When a customer has been overcharged or undercharged for services because of incorrect application of the Company's tariffed rate(s), inaccurate measuring of services rendered, or incorrect calculation of charges, or similar reasons, the amount of overcharge or undercharge shall be determined separately during the period of time the discrepancy occurred, in accordance with Chapter 20.45.04.01 of the Commission's rules.

D) Unresolved Billing Disputes

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

1) First, the Customer or Aggregator may request, by oral or written notice (to the number and/or address listed below), and the

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2.6 Payment Arrangements (cont=d.)

Company will provide an in-depth review of the disputed amount.

1-800-782-7797
Starpower Communications, LLC
105 Carnegie Center
Princeton, NJ 08540

2.6.3 Billing Disputes (cont=d.)

D) Unresolved Billing Disputes (cont=d.)

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

Maryland Public Service Commission
William Donald Schaeffer Tower
6 St. Paul Street
Baltimore, MD 21202-6806
(410) 767-8052

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2.6 Payment Arrangements (cont=d.)

2.6.4 Discontinuance of Service for Cause

- A) In accordance with section 20.45.04.06 of the Commission=s rules, upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days prior written notice to the Customer or Aggregator excluding Sundays and holidays, discontinue or suspend service without incurring any liability.
- B) In accordance with section 20.45.04.06 of the Commission=s rules, upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving ten (10) days prior notice in writing to the Customer or Aggregator, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation, by the Company, of any material portion of the facilities used by the Company to provide service to a Customer or Aggregator or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by ten (10) days written notice to the Customer or Aggregator, may discontinue or suspend service without incurring any liability.
- D) In accordance with section 20.45.04.06 of the Commission=s rules, the Company may discontinue or suspend service of the Customer or

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2.6 Payment Arrangements (cont=d.)

Aggregator with less than five (5) days prior written notice in cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered by a security deposit.

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

- E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law, the Company may immediately discontinue service without incurring any liability.
- F) In accordance with section 20.45.04.05 of the Commission=s rules, the Company may, without notice, suspend or discontinue service in the event of hazardous or illegal use of the Company's network. The Customer or Aggregator will be liable for all related costs as set forth in Section 2.9. The Customer or Aggregator will also be responsible for payment of any reconnection charges.

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Payment Arrangements (cont=d.)

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

- G) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with thirty (30) days written notice.
- H) If a customer of Toll Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily, and/or deny requests for additional service or if necessary, discontinue service. In case of disconnection, the customer will be notified in writing ten (10) days in advance of the disconnect.
- I) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.

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2.6 Payment Arrangements (cont=d.)

2.6.5 Notice to Company for Cancellation of Service

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

Installation of service at Aggregator Stations and cancellation of service by the Aggregator are governed by the terms of the agreement between the Aggregator and the Company.

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Payment Arrangements (cont

2.6.6 Cancellation of Application for Service

- A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six (6%) percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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- D) The special charges described in 2.6.6(A) through 2.6.6(C) will be calculated and applied on a case-by-case basis.

Payment Arrangements (cont

2.6.7 Changes in Service Requested

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

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REGULATIONS

2.7

Allowances for Interruptions in Service

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer or Aggregator, e.g., the Customer or Aggregator is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer or Aggregator reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer or Aggregator reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.7.2 Limitations of Allowances

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

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

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

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

2.7.2 Limitations of Allowances (cont=d.)

- C) Due to circumstances or causes beyond the reasonable control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer or Aggregator continues to use the service on an impaired basis;
- F) During any period when the Customer or Aggregator has released service to the Company for maintenance purposes or for implementation of a Customer or Aggregator order for a change in service arrangements;
- G) That occurs or continues due to the Customer's or Aggregator's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

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

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

2.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer or Aggregator for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions of fifteen (15) minutes or more. Two (2) or more interruptions of fifteen (15) minutes or more during any one twenty-four (24) hour period shall be combined into one cumulative interruption.

Notwithstanding the credit allowances above, Aggregators of the Company=s Operator Services shall not be eligible for credit for any interruption of a continuous duration of less than twenty-four (24) hours.

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

- D) Interruptions of 24 Hours or Less

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

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

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

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

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

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

2.7.5 Cancellation For Service Interruption

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

2.7.6 Directory Errors

In the absence of gross negligence or wilful misconduct and except for the allowances previously stated in this section, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator will be given as follows:

- (A) For free or no-charge published directory listings, credit will be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line affected, for the life of the directory or the charge period during which the error, mistake or omissions occurs.
- (B) For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

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(C) For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Customer, the Company will be allowed a period of three business days to make a correction. If the correction is not made in that time, credit will be

given at the rate of two-thirtieths (2/30) of the basic monthly rate for the lien or lines in question for each day thereafter that the records remain uncorrected.

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2.8 Cancellation of Service/Termination Liability

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

2.8.1 Termination Liability

A Customer or Aggregator=s termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer or Aggregator, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer or Aggregator, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer or Aggregator=s cancellation.

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REGULATIONS

2.9

Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3) Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and

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

Customer Liability for Unauthorized Use of the Network (cont

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

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

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Customer Liability for Unauthorized Use of the Network (cont

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer or Aggregator is responsible for payment of all charges for services provided under this Tariff furnished to the Customer, Aggregator or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's or Aggregator's service or Customer or Aggregator provided equipment by Users or other third parties, the Customer's or Aggregator's employees, or the public.
- B) The Customer is responsible for payment of all outbound call charges arising from the calls placed to a Customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C) The Customer or Aggregator is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- D) The Customer or Aggregator is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

Customer Liability for Unauthorized Use of the Network (cont

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2.9.3 Liability for Calling Card Fraud

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B) The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives an oral or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C) The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the customer. In addition, the Company may, but is not required to block calls on Company Calling Card authorization codes which the Company believes to be unauthorized or fraudulent.

Customer Liability for Unauthorized Use of the Network (cont _____)

2.9.4 Liability for Credit Card Fraud

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

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

- B) The liability of the Customer for unauthorized use of the Network by Credit Card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C) The Customer must give the Company oral or written notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

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2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

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

2.10.2 Joint Use Arrangements

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

2.11 Transfers and Assignments

Neither the Company nor the Customer or Aggregator may assign or transfer its rights or duties in connection with the services and facilities provided by the

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Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

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2.12 Notices and Communications

- A) The Customer or Aggregator shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer or Aggregator may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer or Aggregator shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer or Aggregator shall mail payment on that bill.
- C) Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer or Aggregator shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Operator Services Rules

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

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REGULATIONS

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the enduser accessing its system;
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient endusers:
 - (a) the operator service provider's name and address;
 - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

2.13 Operator Services Rules (contd.)

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REGULATIONS

A) (contd.)

- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

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

C) The Company's obligation to accept and process Credit Card or Calling Card calls is expressly conditioned upon its ability to validate the authorize use of the card. The Company may refuse to complete any Credit Card or

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REGULATIONS

Calling Card call where it is unable to obtain authorized or validation from the company that issued the Credit Card or Calling Card

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APPLICATION OF RATES

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APPLICATION OF RATES

3.1

Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff. All rates and charges contained in this tariff are eligible for term discounts, unless the rates and charges for a specific service are already broken down according to term commitment. If a customer chooses a one year term commitment, a 5.26% discount is applied to the base rate. If a customer chooses a two year term commitment, a 10.53% discount is applied to the base rate.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

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APPLICATION OF RATES

3.2

3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

- Original Page

Charges Based on Duration of Use (cont=d.)

3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.5 All times refer to local time.

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits

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APPLICATION OF RATES

3.3

of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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APPLICATION OF RATES

3.4

Rates Based Upon Distance (contd.)

3.3.2 The airline distance between any two rate centers is determined as follows:

- A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C) Square each difference obtained in step (b) above.
- D) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

$$(V1 - V2)^2 + (H1 - H2)^2$$

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APPLICATION OF RATES

3.1

G) FORMULA = $10^{\sqrt{\quad}}$

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SERVICE AREAS

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4.1 Local Calling Areas¹ - Resale *

Exchange Access Services are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services are provided to the following locations and in the following Service Areas:

Exchange or Zone	Group *	Local Calling Areas
Aberdeen	C	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Harve de Grace, Perryville, Port Deposit, Fork
Annapolis	C	Annapolis, Crofton, Millersville, Odenton, Sherwood Forest, West River, ArmigerGibson Island, Brooklyn Park-Linthicum, Glen Burnie, Severn, Severn Park
Arbutus	B	Columbia, Sykesville Plus all towns included in the Baltimore Metropolitan Area
Armiger-Gibson Island	B	All exchanges in the Baltimore Metropolitan C Area
Ashton	A	Ashton, Columbia, Damascus, Gaithersburg, Glenwood, Laurel, Berwyn, Bethesda, Hyattsville, Kensington, Layhill, Rockville, Silver Spring, Ellicott City Plus all exchanges in the District of Columbia.

¹ IntraLATA Toll and Long Distance Service is available to customers on a statewide basis.

* As of November 7, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services

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Ashton*	A	Ashton, Columbia, Damascus, Gaithersburg, Glenwood, Laurel, Berwyn,
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Exchange or Zone	Group *	Local Calling Areas
		Bethesda, Hyattsville, Kensington, Layhill, Rockville, Silver Spring, Ellicott City Plus all exchanges in the District of Columbia.
Baltimore	B	Columbia, Fallston, Sparks-Glencoe, Sykesville, Worthington Plus all towns included in the Baltimore Metropolitan
Bel Air	C	Bel Air, Aberdeen Cardiff, Churchville, Darlington, Edgewood, Fallston, Havre de Grace, Jarrettsville, Fork, Parkville, Townson
Berwyn	A	Ashton, Columbia, Crofton, Laurel, Waterloo Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.
Bethesda	A	Ashton, Damascus, Gaithersburg, Laurel Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.
Bowie-Glenn Dale*	A	Crofton, Laurel, Millersville, Odenton, West River, Severn, Severna Park Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.

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Brandywine	C	Brandywine, Capitol Heights, Clinton, Marlboro, Oxon Hill, Waldorf
Brookly Park-Linthicum	B	Annapolis, Columbia, Millersville, Odenton, Sherwood Forest, Sykesville Plus all towns included in the Baltimore Metropolitan Area
Capitol Heights	A	Brandywine, Indian Head, Laurel, Waldorf, West River

Exchange or Zone	Group *	Local Calling Areas
		Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.
Cardiff	D	Bel Air, Cardiff, Darlington, Jarrettsville, Port Deposit Plus: Delta, PA; Fawn Grove, PA
Catonsville	B	Columbia, Glenwood, Laurel, Sykesville Plus all towns in Baltimore Metropolitan Area
Centreville	D	Centreville, Chestertown, Church Hill, Easton, Greensboro, Hillsboro, Queenstown, Ridgely, Rock Hall, Stevensville, Sudlersville
Chase	B	Edgewood Plus all towns included in the Baltimore Metropolitan Area

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Church Hill	D	Centreville, Chestertown, Church Hill, Gelena, Millington, Rock Hall, Still Pond and Sudlersville
Churchville	D	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Havre de Grace
Clinton	A	Brandywine, Waldorf Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.
Cockeysville	B	Hampstead, Jarrettsville, Parkton, Sparks-Glencoe, Sykesville, Worthington
Columbia	B	Ashton, Columbia, Glenwood, Laurel, Arbutus, Baltimore, Berwyn, Brooklyn Park, Linthicum, Catonsville, Elkridge, Ellicott City,

Exchange or Zone	Group *	Local Calling Areas
		Glen Burnie, Layhill, Pikesville, Randallstown, Silver Spring, Towson, Waterloo, Woodlawn
Crofton	C	Annapolis, Crofton, Millersville, Odenton, Sherwood Forest, West River, Berwyn, Bowie-Glenn Dale, Glen Burnie, Hyattsville, Severn, Severna Park

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Damascus	B	Ashton, Bethesda, Damascus, Frederick, C Gaithersburg, Glenwood, Kensington, Layhill, Mt. Airy, New Market, Rockville, Silver Spring <i>*Some Damascus Exchanges[(301) 609, 798, 831] are part of the Hagerstown Regional Calling area. The same local calling area, listed above, applies</i>
Darlington	D	Aberdeen, Bel Air, Cardiff, Churchville, C Darlington, Havre de Grace, Port Deposit
Dundalk	B	Edgewood Plus all towns included in the Baltimore Metropolitan Areas
Edgewood	C	Aberdeen, Bel Air, Churchville, Edgewood, Fallston, Havre de Grace, Chase, Dundalk, Essex, Fork, Parkville, Sparrows Point, Towson
Elkridge	B	Columbia, Laurel, Odenton, Sykesville Plus all towns included in the Baltimore Metropolitan Area
Elkton	D	Cecilton, Chesapeake City, Elkton, North East, Perryville, Port Deposit, Warwick

Exchange or Zone	Group *	Local Calling Areas
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Ellicott City	B	Columbia, Glenwood, Laurel, Sykesville, Ashton Plus all towns included in the Baltimore Metropolitan Area
Essex	B	Edgewood Plus all towns included in the Baltimore Metropolitan Area
Fallston	B	Aberdeen, Bel Air, Churchville, Edgewood, Fallston, Havre de Grace, Jarrettsville, Baltimore, Fork, Parkville, Towson
Fork	B	Aberdeen, Bel Air, Edgewood, Fallston, Jarrettsville, Spark-Glencoe Plus all towns included in the Baltimore Metropolitan Area
Frederick	C	Brunswick, Buckeystown, Damascus, Emmitsburg, Frederick, Middletown, Mt. Airy, Myersville, New Market, Thurmont, Union Bridge, Walkersville
Friendsville-Accident	D	Bittinger, Friendsville-Accident, Grantsville, Oakland
Frostburg	D	Cumberland Frostburg, Grantsville, Lonaconing, Mt. Savage and Wellersburg, PA
Gaithersburg	B	Ashton, Damascus, Gaithersburg, Poolesville, Bethesda, Kensington, Layhill, Rockville, Silver Spring

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		Plus all exchanges in the District of Columbia.
Glen Burnie	B	Annapolis, Columbia, Crofton, Laurel,

Exchange or Zone	Group *	Local Calling Areas
		Millersville, Odenton, Sherwood Forest, Sykesville Plus all towns included in the Baltimore Metropolitan area
Glenwood	C	Ashton, Columbia, Damascus, Glenwood, Mt. Airy, Sykesville, Catonsville, Ellicott City, Woodlawn
Hampstead	C	Hampstead, Parkton, Silver Run, Sparks-Glencoe, Westminster, Worthington, Cockeysville, Pikesville, Reisterstown, Towson
Havre de Grace	D	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Havre de Grace, Perryville, Port Deposit
Hillsboro	D	Centreville, Denton, Easton, Greensboro, Hillsboro, Ridgely, Queenstown
Hughesville	D	Brandywine, Hughesville, La Plata, Mechanicsville, Tompkinsville, Waldorf
Hyattsville*	A	Ashton, Crofton, Laurel, West River

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		Plus all exchanges in the District of Columbia and the Washington Metropolitan Area
Indian Head	C	Capital Heights, Indian Head, La Plata, Nanjemoy, Oxon Hill, Waldorf
Jarrettsville	C	Bel Air, Fallston, Jarrettsville, Parkton, Sparks-Glencoe, Cockeysville, Fork, Parkville, Towson Plus: Stewartstown, PA., Fawn Grove, PA
Kensington	A	Ashton, Damascus, Gaithersburg, Laurel

Exchange or Zone	Group *	Local Calling Areas
		Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.
La Plata	D	Hughesville, Indian Head, La Plata, Mechanicsville, Nanemoy, Tomkinsville, Waldorf

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Laurel - (210, 256, 310, 317, 321, 323, 376, 377, 398, 483, 490, 497, 498, 596, 604, 617, 725, 776)	A	Ashton, Columbia, Laurel, Millersville, Odenton, Berwyn, Bethesda, Bowie-Glenn Dale, Capitol Heights, Catonsville, Elkridge, Ellicott City, Glen Burnie, Hyattsville, Kensington, Layhill, Marlboro, Severn, Silver Spring, Waterloo Plus all exchanges in the District of Columbia and the Washington Metropolitan Area. *Some Laurel exchanges [(301) 310, 596] are part of the Baltimore Regional Calling area. The same local calling area, listed above, applies
Layhill	A	Ashton, Columbia, Damascus, Gaithersburg, Laurel Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.
Leonardtown	D	Leonardtown, Lexington, Park-Great Mills, Mechanicsville, Ridge, Solomon
Lexington ParkGreat Mills	D	Leonardtown, Lexington Park-Great Mills, Mechanicsville, Ridge and Solomon
Marlboro*	A	Brandywine, Laurel, North Beach, West River Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.

Exchange or Zone	Group *	Local Calling Areas
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Millersville	C	Annapolis, Crofton, Laurel, Millersville, Odenton, Sherwood Forest, Bowie-Glen, Dale, Brooklyn Park-Linthicum, Glen Burnie, Severn, Severna Park, Waterloo
Nanjemoy	D	Indian Head, La Plata, Nanjemoy, Waldorf
New Market	D	Buckeystown, Damascus, Frederick, Mt. Airy and New Market
New Windsor	D	New Windsor, Sykesville, Union Bridge, Westminster
North Beach	D	North Beach, Prince Frederick, Solomons, West River, Marlboro
Oakland	D	Bittinger, Friendsville-Accident, Gormanias, W Va., Kitzmiller, Oakland and Westernport
Odenton	C	Annapolis, Crofton, Laurel, Millersville, Odenton, Sherwood Forest, Bowie-Glen Dale, Brooklyn Park-Linthicum, Elkridge, Glen Burnie, Severn, Severna Park, Waterloo
North East	D	Elkton, North East, Perryville, Port Deposit
Oxon Hill	A	Brandywine, Indian Head, Waldorf Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.
Parkton	C	Hampstead, Jarrettsville, Parkton, SparksGlencoe, Cockeysville, Towson

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Parkville	B	Bel Air, Edgewood, Fallston, Jarrettsville, Sparks-Glencoe Plus all towns included in the Baltimore
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Exchange or Zone	Group *	Local Calling Areas
		Metropolitan Area
Perryville	D	Aberdeen, Elkton, Havre de Grace, North East, Perryville, Port Deposit
Pikesville	B	Columbia, Hampstead, Sykesville, Westminster, Worthington Plus all towns included in the Baltimore Metropolitan Area
Poolesville	C	Buckeystown, Gaithersburg, Poolesville, Rockville
Port Deposit	D	Aberdeen, Cardiff, Darlington, Elkton, Havre de Grace, North East, Perryville, Port Deposit
Prince Frederick	D	North Beach, Prince Frederick, Solomons
Queenstown	D	Centreville, Easton, Hillsboro, Queenstown, Rock Hall, St. Michaels, Stevensville
Randallstown	B	Columbia, Sykesville, Worthington Plus all towns included in the Baltimore Metropolitan Area

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Reisterstown	B	Hampstead, Sparks-Glencoe, Sykesville, Westminster, Worthington Plus all towns included in the Baltimore Metropolitan Area
Ridge	D	Leonardtown, Lexington Park-Great Mills Ridge
Rock Hall	D	Centreville, Chestertown, Queenstown, Rock Hall, Stevensville
Rockville	A	Ashton, Damascus, Gaithersburg, Poolesville

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Exchange or Zone	Group *	Local Calling Areas
		Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.
Severn	B	Annapolis, Crofton, Laurel, Millersville, Odenton, Sherwood Forest Bowie-Glenn Dale, Severn Plus all town included in the Baltimore Metropolitan Area
Severna Park	B	Annapolis, Crofton, Millersville, Odenton, Sherwood Forest, Bowie-Glenn Dale, Severna Park Plus all towns included in the Baltimore Metropolitan Area
Sherwood Forest	C	Annapolis, Crofton, Millersville, Odenton, Sherwood Forest, Brooklyn Park-Linthicum, Glen Burnie, Severn, Severna Park
Silver Run	D	Hampstead, Silver Run, Taneytown, Westminster Plus: Littlestown, PA

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Silver Spring	A	Ashton, Columbia, Damascus, Gaithersburg, Laurel Plus all exchanges in the District of Columbia and the Washington Metropolitan Area
Smithsburg	D	Hagerstown, Highfield, Myersville,

Exchange or Zone	Group *	Local Calling Areas
		Smithsburg
Solomons	D	Lexington Park-Great Mills, North Beach, Prince Frederick, Solomons
Spark-Glencoe	B	Hampstead, Jarrettsville, Parkton, Sparks-Glencoe, Worthington, Baltimore, Cockeysville, Fork, Parkville, Reisterstown, Towson
Sparrow Point	B	Edgewood Plus all towns included in the Baltimore Metropolitan Area
Stevensville	D	Centreville, Easton, Queenstown, Rock Hall, St. Michaels, Stevensville
Sudlersville	D	Centreville, Chestertown, Church Hill, Greensboro, Millington, Sudlersville
Sykesville	B	Glenwood, Mt. Airy, New Windsor, Sykesville, Wesminster, Arbutus, Baltimore, Brooklyn Park-Linthicum, Catonsville, Cockeysville, Elkridge, Ellicott City, Glen Burnie, Pikesville, Randallstown,

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		Reisterstown, Towson, Woodlawn
Taneytown	D	Silver Run, Taneytown, Union Bridge, Westminster
Thurmont	C	Emmitsburg, Frederick, Highfield, Myersville, Thurmont, Walkersville
Tompkinsville	C	Hughesville, La Plata, Leonardtown, Mechanicsville, Tompkinsville, Waldorf
Towson	B	Bel Air, Columbia, Edgewood, Fallston, Hampstead, Jarrettsville, Parkton, Sparks-Glencoe, Sykesville, Westminster, Worthington

Exchange or Zone	Group *	Local Calling Areas
		Plus all towns included in the Baltimore Metropolitan Area
Union Bridge	C	Frederick, New Windsor, Taneytown, Union Bridge, Westminster
Waldorf	C	Brandywine, Capital Heights, Clinton, Hughesville, Indian Head, La Plata, Nanjemoy, Oxon Hill, Tompkinsville, Waldorf
Walkersville	D	Frederick, Thurmont, Walkersville

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Waterloo	B	Columbia, Laurel, Millersville, Odenton, Bersyn Plus all towns included in the Baltimore Metropolitan Area **Some Waterloo exchanges [(410) 799, 904] lie in the Baltimore Regional Calling Area. The same local calling area, listed above, applies.
West River	B	Annapolis, Crofton, North Beach, West River, Bowie-Glenn Dale, Capitol Heights, Hyattsville, Marlboro
Westminster	C	Hampstead, New Windsor, Silver Run, Sykesville, Taneytown, Union Bridge, Westminster, Worthington, Pikesville, Reisterstown, Towson
Williamsport	D	Clear Spring, Hagerstown, Falling Waters
Woodlawn	B	Columbia, Glenwood, Sykesville Plus all towns included in the Baltimore
Exchange or Zone	Group *	Local Calling Areas
		Metropolitan Area
Worthington	B	Hampstead, Sparks,-Glencoe, Westminster, Worthington, Baltimore, Cockeysville, Pikesville, Randallstown, Reisterstown, Towson

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*As of July 2, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services.

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4.1 Local Calling Areas - Facility

Exchange or Zone	Group*	Local Calling Area
Bethesda	A	Ashton, Damascus, Gaithersburg, Laurel Plus all exchanges in the District of Columbia and the Washington Metropolitan Area.
Gaithersburg	B	Ashton, Damascus, Gaithersburg, Poolesville, Bethesda, Kensington, Layhill, Rockville, Silver Spring Plus all exchanges in the District of Columbia
Hyattsville	A	Ashton, Crofton, Laurel, West River Plus all exchanges in the District of Columbia and the Washington Metropolitan Area
Kensington	A	Ashton, Damascus, Gaithersburg, Laurel Plus all exchanges in the District of Columbia and the Washington Metropolitan Area
Silver Spring	A	Ashton, Columbia, Damascus, Gaithersburg, Laurel Plus all exchanges in the District of Columbia and the Washington Metroplitan Area

4.1 Local Calling Areas (cont=d.)

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Group A = 650,001 - 2,500,000 weighted main stations.
Group B = 2,500,001 or more weighted main stations.
Group C = 100,001 - 650,000 weighted main stations.
Group D = 1 -100,000 weighted main stations

*Calls to Washington, DC from Ashton, Bowie-Glenn Dale, Hyattsville and Marlboro rate centers are considered local calls.

Regional Calling Area Services are provided to the following locations and in the following Service Areas:

Exchange or Zone	Group*	Regional Calling Area
Aberdeen	C	Salisbury

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4.2 Regional Calling Area - Resale*

Annapolis	C	Salisbury
Arbutus	B	Baltimore
Armiger-Gibson Island	B	Baltimore
Ashton	A	Washington, DC
Ashton*	A	Washington, DC; Baltimore
Baltimore	B	Baltimore
Bel Air	C	Salisbury
Berwyn	A	Washington, DC
Bethesda	A	Washington, DC
Bowie-Glenn Dale*	A	Washington, DC Baltimore
Brandywine	C	Salisbury
Brookly Park- Linthicum	B	Baltimore
Capitol Heights	A	Washington, DC
Cardiff	D	Hagerstown
Catonsville	B	Baltimore
Centerville	D	Hagerstown

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Chase	B	Baltimore
Church Hill	D	Hagerstown

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4.2 Regional Calling Area - Resale*

Exchange or Zone	Group*	Regional Calling Area
Churchville	D	Hagerstown
Clinton	A	Washington, DC
Cockeysville	B	Baltimore
Columbia	B	Baltimore
Crofton	C	Salisbury
Damascus	B	Baltimore
Darlington	D	Hagerstown
Dundalk	B	Baltimore
Edgewood	C	Salisbury
Elkridge	B	Baltimore
Elkton	D	Hagerstown
Ellicott City	B	Baltimore
Essex	B	Baltimore
Fallston	B	Baltimore
Fork	B	Baltimore
Frederick	C	Salisbury

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4.2 Regional Calling Area - Resale*

Friendsville-Accident	D	Hagerstown
Frostburg	D	Hagerstown
Gaithersburg	B	Baltimore
Glen Burnie	B	Baltimore
Glenwood	C	Salisbury
Hampstead	C	Salisbury

Exchange or Zone	Group*	Regional Calling Area
Havre de Grace	D	Hagerstown
Hillsboro	D	Hagerstown
Hughesville	D	Hagerstown
Hyattsville*	A	Washington, DC Baltimore
Indian Head	C	Salisbury
Jarrettsville	C	Salisbury
Kensington	A	Washington, DC
La Plata	D	Hagerstown

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4.2 Regional Calling Area - Resale*

Laurel - (210, 256, 310, 317, 321, 323, 376, 377, 398, 483, 490, 497, 498, 596, 604, 617, 725, 776)	A	Washington, DC
Layhill	A	Washington, DC
Leonardtown	D	Hagerstown
Lexington Park-Great Mills	D	Hagerstown
Marlboro*	A	Washington, DC Baltimore
Millersville	C	Salisbury
Nanjemoy	D	Hagerstown
New Market	D	Hagerstown
New Windsor	D	Hagerstown
North Beach	D	Hagerstown

Exchange or Zone	Group*	Regional Calling Area
North East	D	Hagerstown
Oakland	D	Hagerstown
Odenton	C	Salisbury

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4.2 Regional Calling Area - Resale*

Oxon Hill	A	Washington, DC
Parkton	C	Salisbury
Parkville	B	Baltimore
Perryville	D	Hagerstown
Pikesville	B	Baltimore
Poolesville	C	Salisbury
Port Deposit	D	Hagerstown
Prince Frederick	D	Hagerstown
Queenstown	D	Hagerstown
Randallstown	B	Baltimore
Reisterstown	B	Baltimore
Ridge	D	Hagerstown
Rock Hall	D	Hagerstown
Rockville	A	Washington, DC
Severn	B	Baltimore
Severna Park	B	Baltimore
Sherwood Forest	C	Salisbury
Silver Run	D	Hagerstown

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4.2 Regional Calling Area - Resale*

Silver Spring	A	Washington, DC
Exchange or Zone	Group*	Regional Calling Area
Smithsburg	D	Hagerstown
Solomons	D	Hagerstown
Spark-Glencoe	B	Baltimore
Sparrow Point	B	Baltimore
Stevensville	D	Hagerstown
Sudlersville	D	Hagerstown
Sykesville	B	Baltimore
Taneytown	D	Hagerstown
Thurmont	C	Salisbury
Tompkinsville	C	Salisbury
Towson	B	Baltimore
Union Bridge	C	Salisbury
Waldorf	C	Salisbury
Walkersville	D	Hagerstown
Waterloo	B	Baltimore

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4.2 Regional Calling Area - Resale*

West River	B	Baltimore
Westminster	C	Salisbury
Williamsport	D	Hagerstown
Woodlawn	B	Baltimore
Worthington	B	Baltimore

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4.2 Regional Calling Area -

_____ Facility

Exchange or Zone	Group*	Regional Calling Area
Bethesda	A	Washington, DC
Gaithersburg	A	Washington, DC
Hyattsville	A	Washington, DC
Kensington	A	Washington, DC
Silver Spring	A	Washington, DC

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4.3 Multizone Exchanges

The BMEA embraces Baltimore and certain suburban areas. The BMEA comprises zones designated as follows: Arbutus, Armiber-Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Parkville, Pikesville, Randallstown, Reistertown, Severn, Severna Park, Sparrows Point, Towson, Waterloo and Woodlawn.

The WMEA embraces the District of Columbia and certain suburban areas in Maryland and Virginia. The WMEA comprises zones designated as follows: Alexandria-Arlington, VA; Berwyn, Md; Bethesda, Md; Bowie-Glenn Dale, MD; Capitol Heights, Md; Clinton, MD; Fairfax-Vienna, VA; Falls Church-McLean, VA; Hyattsville, Md; Kensington, MD; Layhill, Md. Marlboro, Md; Oxon Hill, Md; Rockville, Md; Silver Spring, Md; and Washington, DC.

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Section 5 - Original Title Page

EXCHANGE ACCESS SERVICE

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EXCHANGE ACCESS SERVICE

5.1. General

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- G) Exchange Access Service can not be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to the "NXX 976" caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service.

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5.1 General (cont=d.)

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

D



D

Residential Services

Basic Service

Value Service

Premium Service

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EXCHANGE ACCESS SERVICE

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EXCHANGE ACCESS SERVICE

5.3

Residential Service

5.3.1 Description

Residential Service provides the customer with a single analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

5.3.2 Rates

A) Service Order Charges*

- 1) For customers who request changes in billing name/address, changes in billing, additional directory listing, or non-published/non-listed phone numbers, downgrades of calling plans or downgrades from Resilink to a la carte calling plans, or deactivations/changes to features and/or additional services (except for zero-rated features, such as Caller ID Blocking).

	<u>Rate</u>
Per line	\$ 5.00

- 2) For Customers who request a telephone number change.

	<u>Rate</u>
Per request	\$ 5.70

* As of November 7, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services.

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5.3 Residential Service (cont=d.)

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Starpower Communications, LLC
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5.3 Residential Service (cont=d.)

5.3.3 Starpower Lifeline Service*

Starpower Lifeline Service provides for a reduction in the monthly rates for one exchange service line for eligible residence customers. In no case will the total service charge for Lifeline Service exceed that of the dominant local exchange service provider in the same area. Qualifying customers include those receiving financial assistance from one or more of the following programs:

Aid to Families with Dependent Children (ADC)
Maryland General Relief
Supplemental Security Income (SSI)
Medicaid
Food Stamps
Fuel Assistance

A) Eligibility

Eligibility will be determined by the relevant government agency in accordance with guidelines on file with the agency. For fuel assistance recipients, eligibility will be determined by the designee of the relevant government agency. Upon receipt of eligibility certification by said agency or its designee, the Company will provide a reduction in accordance with the following provisions.

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EXCHANGE ACCESS SERVICE

Applicants must provide proof to the Company that they are certified as income eligible to receive one or more of the above benefits. After initial contact, the Customer is sent an application form to be completed by the Customer or their authorized representative, as designated by the Maryland Department of Social Services and identified as so authorized on the Customer=s card for any of the above benefits. Lifeline rates will not be offered until proof of eligibility is provided to the Company.

* As of November 7, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services.

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5.3.3 Starpower Lifeline Service (cont=d.)*

A) Eligibility (cont=d.)

The Lifeline discount is effective upon receipt of a completed form of eligibility. If the form is not returned, no further action is taken by the Company to establish eligibility.

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline Customer=s eligibility. If a Customer is identified as being ineligible, the Customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The Customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

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5.3 Residential Service (cont=d.)

In addition to the state discount, recipients of Lifeline Service will receive a credit equal to 100% of the monthly End User Common Line charge as set forth in Starpower Communications, LLC F.C.C. Tariff No. 1, Section 5.5.6.

B) Rates and Charges

For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in Section 5.3.4, following.

* As of November 7, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services.

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EXCHANGE ACCESS SERVICE

5.3 Residential Service (cont=d.)

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5.3.3 Starpower Lifeline Service (cont=d.)*

B) Rates and Charges (cont=d.)

Service connection charges do not apply to change existing service from:

- 1. Basic Line Service to Basic Lifeline service;
- 2. Basic Lifeline Service to Basic Line Service

All applicable calling plan usage charges apply as set forth in Sections 7.2.1 and 8.2.3.

	<u>Rate</u>
Monthly recurring line charge	
Reduction	\$4.99
Message Units, up to and including the first 30 per	
month, each	\$0.00
Additional Minute per call	\$0.08

* As of November 7, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services.

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EXCHANGE ACCESS SERVICE

5.3 Residential Service (cont=d.)

5.3.4 Link Up America*

A) Eligibility

The Link Up America program is a connection assistance plan that provides reduced connection charges for eligible households, for one telephone line per household at the principal place of residence.

1. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 5.3.3, above;
2. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
3. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than sixty (60) years old.

In no case will the charges for connection of service for eligible Customers exceed that of the dominant local exchange provider in the same area.

* As of November 7, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services.

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EXCHANGE ACCESS SERVICE

5.3 Residential Service (cont=d.)

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Section 5 - Original Page

5.3.4 Link Up America (cont=d.)*

B) Rates and Charges

For the installation of new exchange access service, the applicable Service Charges shall be 50% of the appropriate service charges specified in Section 5.3.2 for the establishment of residential exchange access service. No service charges apply to customers who are eligible for the Link Up America program and who subscribe to Lifeline Service, subject to the maximum reduction of \$30.00 for the Link Up America program portion of the total applicable service charges.

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5.3 Residential Service (cont=d.)

* As of November 7, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services.

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Section 6 – 1st Revised Title Page
Cancels Original Title Page EXCHANGE ACCESS OPTIONAL
FEATURES

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P.S.C. Md. No. 1
Section 7 - Original Title Page

LOCAL AND EXPANDED AREA CALLING SERVICES

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7.2 Residential Service

7.2.1 Local Calling Service

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges defined in Section 4.1. For operator-assisted (non-Aggregator) local calls, the operator charges listed in Section 9.1.3 apply in addition to the charges listed below.

* As of November 7, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services.

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7.2 Residential Service (cont=d.)

7.2.2 Calling Plans - Resold

A) Basic Service^{*12}

In addition to the monthly Basic Service rate (listed in Section 5.3.2(C)), all direct dialed local calls are charged on a per call basis.

Local Calling Service is available only in conjunction with a local calling service monthly usage option, except for basic lines. Monthly Usage Options

- 1) Message Rate Usage Charges: The following charges apply for all calls from Dial Tone Lines without a monthly usage option, and for calls over the allowance from Dial Tone Lines with a Limited Monthly Usage Option

Per Message Unit, Residential	\$ 0.08
----------------------------------	---------

- 2) Measured Rate Usage Charges: The following charges for all calls from Dial Tone Lines without a monthly usage option, and for calls over the allowance from Dial Tone Lines with a Limited Monthly Usage Option

Measured, 1st minute or fraction thereof	\$ 0.0285
Each add'l minute or fraction thereof	\$ 0.0095

* As of October 18, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services.

P.S.C. Md. No. 1 Section
7 -

7.2 Residential Service (cont=d.)

¹ As of November 7, 2001 this service will no longer be available to new customers. Current customers will be grandfathered.

² As of March 3, 2005 this service will no longer be available. Current customers will need to select a new plan.

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7.2.2 Calling Plans - Resold (cont=d.)

C) Premium Service^{*12}

Included with the monthly Premium Service rate (listed in Section 5.3.2(C), are unlimited, untimed direct dialed calls to all exchanges in the local service area for a flat rate.

* As of November 7, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these services.

¹ As of November 7, 2001 this service will no longer be available to new customers. Current customers will be grandfathered.

² As of March 3, 2005 this service will no longer be available. Current customers will need to select a new plan.

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7.2 Residential Service (cont=d.)

7.2.2 Calling Plans - Resold (cont=d.)

D)	<u>Central Office Connection Charge*</u>			
	For connection of user's line to the Company's switching office.			
				<u>Rate</u>
	Per line			\$24.70
E)	<u>Monthly Recurring Rates*¹²</u>			
	<u>Service Type</u>		<u>Resold Rate</u>	
			<u>Group A</u>	<u>Group B</u>
	Basic Service			
	Measured Rate	\$ 7.05	\$ 7.05	Message Rate
		\$10.00	\$10.00	
	Limited Message or			
	Measured Service		\$13.25	\$13.25
	Premium Service		\$21.00	\$21.00
			<u>Group C**</u>	<u>Group D</u>
	Basic Service			
	Measured Rate		\$7.05	\$ 7.05
	Message Rate		\$10.00	\$10.00
	Limited Message or			
	Measured Service		\$13.25	\$13.25
	Premium Service		\$21.00	\$21.00

** Service in this rate area is not available at this time.

F) Usage Charges*

Local usage charges for measured service calls are as follows. Local Service Rates

Refer to the Rate Schedules located in Section 7.2.2 and 7.2.3.

IntraLATA Toll Service Rates

Refer to the Rate Schedule located in Section 8.2.3.

* As of November 7, 2001, these services will no longer be offered on a resale basis. Current resale customers will continue to receive these service.

¹ As of November 7, 2001 this service will no longer be available to new customers. Current customers will be grandfathered.

² As of March 3, 2005 these services will no longer be available. Current customers will need to select a new plan.

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7.2 Residential Service (cont=d.)

7.2.3 Calling Plans - Facility (cont=d.)

D)	<u>Central Office Connection Charge</u>	
	For connection of user's line to the Company's switching office.	
		<u>Rate</u>
	Per line	\$24.70

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7.2 Residential Service (cont=d.)

7.2.3 Calling Plans - Facility (cont=d.)

G) Unlimited Local Plan

Unlimited Local Plan is available to Facility Based Residential Customers who subscribe to Starpower facility based services. This plan provides subscribers unlimited local calling for a flat monthly rate. Customers will receive Call Waiting, Caller ID Deluxe, Call Waiting ID Deluxe, at no additional charge.

	<u>Monthly Recurring Charge</u>
1 st Line	\$20.00
Add=I Line	\$10.00

H. Starpower Value Calling Plan*

Starpower Value Calling Plan is available to Facility Based Residential Customers who subscribe to Starpower facility based services. This plan provides unlimited local calling and region calling at \$0.12 per minute. Customers will receive Three Way Calling at no additional charge .

Monthly Recurring Charge
\$16.80

Unlimited Local Calling - \$0.00
Regional Calling - \$0.12 per minute

I. Starpower Basic Calling Plan*

Starpower Basic Calling Plan is available to Facility Based Residential Customers who subscribe to Starpower facility based services. This plan provides subscribers discounted rates for local calling and regional calling.

Monthly Recurring Charge
\$4.50

Local Calling - \$0.02 per minute
Regional Calling - \$0.12 per minute

* As of March 3, 2005 these calling plans will be discontinued. Existing customers will need to select a new calling plan.

d/b/a RCN

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LOCAL AND EXPANDED AREA CALLING SERVICES

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7.2 Residential Service (cont=d.)

7.2.3 Calling Plans - Facility (cont=d.)

J. MegaPhone Bundle

MegaPhone Bundle provide the customer with unlimited local, unlimited regional and unlimited long distance¹ calling for a flat monthly rate. Also included is a choice of four feature from the following list: Caller ID Deluxe, Call Waiting, Call Waiting ID Deluxe, Basic Voicemail, Call Return, Three Way Calling, Repeat Call, Speed Dial 8, Call Forward Variable.

<u>Rate</u>		
Month to Month	\$67.00	I

¹RCN's Unlimited Long Distance allows unlimited minutes of direct- dialed 1+ domestic calling for residential voice service only. If usage is not consistent with residential voice applications (Internet/data use, facsimile, auto-dialing, resale, telemarketing or other non-residential usage), RCN may immediately suspend, restrict or cancel the customer's service and assess an additional monthly fee for minute usage in excess of 5,000 minutes per month. Please be advised, customers checking email, surfing the Internet or sending faxes should not incur an additional monthly fee for minute usage due to the brevity of these applications.

Starpower Communications, LLC

P.S.C. Md. No. 1 - Telephone

Issued: October 15, 2021

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Issued By:

Joseph Kahl, VP Regulatory & Public Affairs
650 College Rd, E, Ste 3100

LOCAL AND EXPANDED AREA CALLING SERVICES

All Material on this page has been deleted pursuant to the Commission's NOTICE AND ORDER ON DE-TARIFFING CERTAIN TELECOMMUNICATIONS SERVICES in Case No. 9384.

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Starpower Communications, LLC

P.S.C. Md. No. 1 - Telephone
Section 8 – 1st Revised Title Page

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