

Tariff Schedule Applicable to  
**Facilities-Based and Resold Local Exchange  
And Interexchange**

Telecommunications Services Furnished by

**Entelegent Solutions, Inc.**

Between Points Within the State of Maryland

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3800 Arco Corporate Drive, Suite 310  
Charlotte, NC 28273

*MD10901*

**TARIFF FORMAT**

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

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		31	1st Revised	*		
1	Original		31.1	Original	*		
2	1st Revised	*	31.2	Original	*		
3	Original		32	1st Revised	*		
4	1st Revised	*	33	1st Revised	*		
5	Original		34	Original			
6	Original		35	Original			
7	Original		36	Original			
8	Original		37	Original			
9	Original		38	Original			
10	Original		39	Original			
11	Original		40	Original			
12	Original		40.1	Original	*		
13	Original		41	Original			
14	Original		42	Original			
15	Original		43	1st Revised	*		
16	Original		44	1st Revised	*		
17	Original		45	1st Revised	*		
18	Original		46	1st Revised	*		
19	Original		47	1st Revised	*		
20	Original		48	Original			
21	Original		49	Original			
22	Original		50	Original			
23	Original		51	Original			
24	Original		52	Original			
25	Original		53	Original			
26	Original		54	Original	*		
27	Original						
28	Original						
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\* - indicates those pages included with this filing

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## SECTION 1 - GENERAL

### 1.1 Explanation of Symbols

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

### 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to Business customers.
- 1.2.3 The Company's service territory is statewide with local calling areas consistent with Verizon Maryland's tariff on file with the Commission, as amended from time to time.

**SECTION 1 - GENERAL, (CONT'D.)**

**1.3 Definitions**

- 1.3.1** "Carrier," "Company" or "Utility" refers to Entelegent Solutions, Inc.
- 1.3.2** "Commission" means the Maryland Public Service Commission.
- 1.3.3** "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4** "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5** "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6** "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7** "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

The Company offers local services to business Customers under the terms and conditions of this tariff. Long distance service is provided via resold facilities; local service is provided as either facilities-based or via resold services, as determined by the Company.

**2.2 Obligations of the Customer**

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

**2.2.1.1** The payment of all applicable charges pursuant to this tariff;

**2.2.1.2** Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

**2.2.1.3** Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

**2.2.1.4** Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Obligations of the Customer, (Cont'd.)**

**2.2.1** The customer shall be responsible for, (Cont'd.)

**2.2.1.5** Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

**2.2.1.6** Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

**2.2.2** With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

**2.2.2.1** Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

**2.2.2.2** Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Obligations of the Customer, (Cont'd.)**

- 2.2.3** The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4** The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5** Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Liability of the Company**

**2.3.1** In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

**2.3.2 Service Irregularities**

**2.3.2.1** The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

**2.3.2.2** The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.3.3 Claims of Misuse of Service**

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

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

**2.3.4 Defacement of Premises**

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

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

**2.3.5.1** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

**2.3.6 Service at Outdoor Locations**

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.3.7 Warranties**

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

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

**2.3.8 Limitation of Liability**

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Application for Service**

**2.4.1 Minimum Contract Period**

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

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

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Application for Service, (Cont'd.)**

**2.4.2 Cancellation of Service**

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

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

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

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

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



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Payment for Service**

- 2.5.1** Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2** The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3** The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.
- Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.5.4** If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Customer Deposits**

**2.6.1** Entelegent Solutions, Inc. does not collect customer deposits.

**2.7 Late Payment Charges**

**2.7.1** The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.

**2.7.2** Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.

**2.7.3** The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.

**2.7.4** Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1) and 20.30.03.01B(1).

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Customer Complaints and Billing Disputes**

**2.8.1** Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

**2.8.2** Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

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

410-767-8028 (Office of External Relations)

410-767-8000 (Main PSC number)

1-800-492-0474 (Toll-free PSC number)

**2.8.3** The Company provides the following toll free number 1-888-274-7619 for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Allowance for Interruptions in Service**

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

**2.9.2 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.

**2.10 Taxes and Fees**

**2.10.1** All state and local taxes and fees shall be listed as separate line items on the customer's bill.

**2.10.2** If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

**2.10.3** Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Returned Check Charge**

The charge for a returned check is twenty-five dollars (\$25.00).

**2.12 Directory Assistance Call Allowance**

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

**2.13 Special Customer Arrangements**

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Termination of Service**

**2.14.1 Denial of Service Without Notice**

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

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.14.2 Denial of Service Requiring Notice**

**2.14.2.1** The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

**2.14.2.1.A** Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

**2.14.2.1.B** Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

**2.14.2.1.C** Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.14.2 Denial of Service Requiring Notice, (Cont'd.)**

**2.14.2.1 (Cont'd.)**

**2.14.2.1.D Non-payment of Bill**

**2.14.2.1.D.1** For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

**2.14.2.1.D.2** In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

**2.14.2.1.D.3** Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.



**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.14.2 Denial of Service Requiring Notice, (Cont'd.)**

**2.14.2.1 (Cont'd.)**

**2.14.2.1.D Non-payment of Bill, (Cont'd.)**

**2.14.2.1.D.4** Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

**2.14.2.1.D.5** Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.14.3 Insufficient Reasons for Denial of Service**

**2.14.3.1** The following may not constitute cause for refusal of service to a present or prospective customer:

**2.14.3.1.A** Failure of a prior customer to pay for service at the premises to be serviced;

**2.14.3.1.B** Failure to pay for a different class of service for a different entity;

**2.14.3.1.C** Failure to pay the bill of another customer as guarantor of that bill;

**2.14.3.1.D** Failure to pay directory advertising charges;

**2.14.3.1.E** Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.14.3 Insufficient Reasons for Denial of Service, (Cont'd.)**

**2.14.3.1 (Cont'd.)**

**2.14.3.1.F** Failure to pay an outstanding bill that is over 7 years old, unless the:

**2.14.3.1.F.1** Customer signed an agreement to pay the outstanding bill before the expiration of this period;

**2.14.3.1.F.2** Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

**2.14.3.1.F.3** Outstanding bill is for service obtained by the customer by means of an application made:

- (i)** In a fictitious name,
- (ii)** In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii)** In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv)** Without disclosure of a material fact or by misrepresentations of a material fact.

**2.14.3.2** This regulation applies to both residential and nonresidential classes of service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**PROVISION OF SERVICE AND FACILITIES**

**2.15 Unlawful Use of Service**

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

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

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

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

**2.16 Interference with or Impairment of Service**

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Telephone Solicitation by Use of Recorded Messages**

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

**2.18 Incomplete Calls**

**2.18.1** There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.19 Overcharge/Undercharge**

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

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

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 Trial Services**

**3.1.1** The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

**3.2 Promotional Offerings**

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

**3.3 Individual Case Basis (“ICB”) Offerings**

**3.3.1** The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

**3.4 Customized Pricing Arrangements (“CPAs”) Offerings**

**3.4.1** The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. Customized service packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers of Entelegent for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.5 Basic Local Exchange Service****3.5.1 General**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- 3.5.1.1** receive calls from other stations on the public switched telephone network;
- 3.5.1.2** access the Company Local Calling Services and other Services as set forth in this tariff;
- 3.5.1.3** access interexchange calling services of the Company and of other carriers;
- 3.5.1.4** access (at no additional charge) to Company operators and business office for service related assistance;
- 3.5.1.5** access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- 3.5.1.6** access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

**Exchange Access Line** - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.5 Basic Local Exchange Service, (Cont'd.)**

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**3.5.2 Local Service Plans**

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**3.5.2.1 EnTele-Voice Economy (Measured Service)**

**A. Description**

The EnTele-Voice Economy plan includes the following bundle of services:

- Basic Local Exchange Service, which includes local calling at \$0.045 per minute. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.
- Standard features include the following (unless otherwise requested):
 

700 Block	Directory Assistance Block
900/976 Block	Operator Assisted Call Block
Collect Call Block	International Call Block
- Two options for long distance service (see Sections 6.3 and 6.4).

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

(N)

**3.5 Basic Local Exchange Service, (Cont'd.)**

**3.5.2 Local Service Plans, (Cont'd.)**

**3.5.2.2 EnTele-Voice Essential**

**A. Description**

The EnTele-Voice Essential plan includes the following bundle of services:

- Unlimited local calling
- A combination of the following features per line for a monthly recurring charge of \$3.50 per feature.

Caller ID (Number Only)	Call Waiting
Caller ID Deluxe (Name and Number)	Call Waiting ID
Call Forwarding/Don't Answer	Ring Master/Distinctive Ring
Call Forwarding/Busy Line	Three Way Calling
Call Forward/Variable	Hunting
Remote Access to Call Forwarding	Call Trace (*57)
Speed Calling 8	Call Block (*60)
Speed Calling 30	Call Return (*69)
Anonymous Call Rejection	Repeat Dialing (*66)

- Standard features include the following (unless otherwise requested):

700 Block	Directory Assistance Block
900/976 Block	Operator Assisted Call Block
Collect Call Block	International Call Block

- Two options for long distance service (see Sections 6.3 and 6.4).

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

(N)

**3.5 Basic Local Exchange Service, (Cont'd.)**

**3.5.2 Local Service Plans, (Cont'd.)**

**3.5.2.3 EnTele-Voice Encompass**

**A. Description**

The EnTele-Voice Encompass service plan includes the following bundle of services:

- Unlimited local calling
- Any three of the features below for no additional charge:
 

Caller ID (Number Only)	Call Waiting
Caller ID Deluxe (Name and Number)	Call Waiting ID
Call Forwarding/Don't Answer	Ring Master/Distinctive Ring
Call Forwarding/Busy Line	Three Way Calling
Call Forward/Variable	Hunting
Remote Access to Call Forwarding	Call Trace (*57)
Speed Calling 8	Call Block (*60)
Speed Calling 30	Call Return (*69)
Anonymous Call Rejection	Repeat Dialing (*66)
- Standard features include the following (unless otherwise requested):
 

700 Block	Directory Assistance Block
900/976 Block	Operator Assisted Call Block
Collect Call Block	International Call Block
- Two options for long distance service (see Sections 6.3 and 6.4).

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.6 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**3.6.1 Feature Descriptions**

**Anonymous Call Rejection** - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

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**Call Block (\*60)** – Automatically rejects calls from a specified list of numbers or from the incoming number.

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**Call Forwarding** - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

**Call Forwarding Don't Answer** - Automatically routes incoming calls to a predetermined telephone number when the called line does not answer within a pre-specified number of rings.

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**Call Forward Busy Line** - Automatically routes incoming calls to a predetermined telephone number when the called line is busy.

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**Call Return (\*69)** - Automatically redials the last incoming call.

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**Call Trace (\*57)** - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

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**Call Waiting / Call Waiting with Caller ID** - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.



**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.7 Directory Assistance Services**

**3.7.1 General**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance (DA).

A call to DA is considered completed whether or not the number(s) requested are available from DA records.

The Directory Assistance call allowances set forth in Section 2.12 apply.

**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.8 Operator Services**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

**Customer Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

**Operator Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

**Person-to-Person** - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

**Third Party Billed** - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

**Collect Calls** - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.9 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.10 Directory Listing Service****3.10.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

**3.10.2 Listings****3.10.2.1 Primary Listing**

One listing, termed the primary listing, is included with each exchange access line or each joint user service.



**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.10 Directory Listing Service, (Cont'd.)**

**3.10.2 Listings, (Cont'd.)**

**3.10.2.2 Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Departments, Divisions, Tradenames, etc.

In connection with business service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business classification as the service with which such listings are furnished.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.10 Directory Listing Service, (Cont'd.)****3.10.2 Listings, (Cont'd.)****3.10.2.3 Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.10 Directory Listing Service, (Cont'd.)**

**3.10.2 Listings, (Cont'd.)**

**3.10.2.4 Nonlisted Service**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

(N)

**3.11 Service Order and Change Charges**

**3.11.1** Non-recurring charges apply to processing Service Orders for new service and for changes in service.

**Primary Line Connection Charge:** Applies to requests for initial connection or establishment of telephone service with the Company.

**Secondary Line Connection Charge:** Applies to installation of a second or additional access line.

**Conversion Charge:** Applies when converting service “as-is” from the incumbent LEC.

**Service Order Charge:** Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

**3.12 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer’s premises. This charge applies in addition to the Technician Dispatch Charge.

**3.13 Restoral Charge**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

(N)

**SECTION 4 - RATES AND CHARGES****4.1 Calculation of Rates**

**4.1.1** Rates for services that include a distance component are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

**4.1.2** Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

**4.2 Dial-Around Compensation Surcharge for Payphones**

**4.2.1** A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- A. Calling card service
- B. Collect calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service

**4.2.2** The Surcharge does not apply to:

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

**4.2.3** The Dial Around Compensation Surcharge rate is \$0.50 per call.

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**SECTION 4 - RATES AND CHARGES****4.3 Local Service Provider Freeze**

- 4.3.1** The Company will make available a local service provider freeze to all residence and business customers on a nondiscriminatory basis at no charge to the end user. This freeze prevents a change in the end user's local service provider unless the end user gives the carrier from whom the freeze was requested his or her express consent.
- 4.3.2** End users may request a freeze on their local service provider as a means of protection from unauthorized changes. In establishing a freeze, carriers must follow the verification procedures for preferred carrier freezes of the Federal Communications Commission ("FCC") (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).
- 4.3.3** The Company will accept a customer's written or oral authorization, including a three-way call with the customer, the Company and the new local service provider selected by the customer, to lift a freeze previously imposed by the customer on his or her choice of local service provider. In accordance with federal regulations, when engaged in oral authorization to lift a local service provider freeze, the Company must confirm appropriate customer identification data and the customer's intent to lift the freeze. Carriers will impose and lift the freeze in accordance with the then applicable provisions of the federal regulations, the current provisions of which appear at Title 47, Part 64 of the Code of Federal Regulations, 47 C.F.R. 64.1190. Carriers must still follow the verification procedures of the FCC for changing preferred carriers (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.4 Local Service Plans**

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**4.4.1 EnTele-Voice Economy (Measured Service)**

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$20.99	\$19.99	\$18.99
Zone 2	\$22.99	\$21.99	\$20.99
Zone 3	\$37.99	\$36.99	\$35.99

**4.4.2 EnTele-Voice Essential**

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$27.99	\$26.99	\$25.99
Zone 2	\$29.99	\$28.99	\$27.99
Zone 3	\$44.99	\$43.99	\$42.99

**4.4.3 EnTele-Voice Encompass**

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$32.99	\$31.99	\$30.99
Zone 2	\$34.99	\$33.99	\$32.99
Zone 3	\$49.99	\$48.99	\$47.99

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.5 Optional Calling Features****4.5.1 Rates****4.5.1.1 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

<u>Feature</u>	<u>Monthly Rate</u>
Anonymous Call Rejection	\$3.50 <b>(I)</b>
Call Block (*60)	\$3.50
Call Forwarding/Don't Answer	\$3.50
Call Forwarding/Busy Line	\$3.50 <b>(I)</b>
Call Forward/Variable	\$3.50
Call Return (*69)	\$3.50 <b>(R)</b>
Call Trace (*57)	\$3.50
Call Waiting	\$3.50 <b>(R)</b>
Call Waiting ID	\$3.50 <b>(R)</b>
Caller ID (Number Only)	\$3.50
Caller ID Deluxe (Name and Number)	\$3.50 <b>(R)</b>
Hunting	\$3.50
Remote Access to Call Forwarding	\$3.50
Ring Master/Distinctive Ring	\$3.50 <b>(R)</b>
Speed Calling 8	\$3.50 <b>(I)</b>
Speed Calling 30	\$3.50 <b>(R)</b>
Three Way Calling	\$3.50 <b>(R)</b>
Repeat Dialing (*66)	\$3.50 <b>(I)</b>

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.5 Optional Calling Features, (Cont'd.)****4.5.1 Rates, (Cont'd.)****4.5.1.2 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

<u>Feature</u>	<u>Per Use</u>	<u>(C)</u>
Call Block	\$1.00	
Call Return	\$1.00 <b>(I)</b>	
Call Trace	\$1.00 <b>(R)</b>	
Three Way Calling	\$1.00 <b>(I)</b>	
Repeat Dialing	\$1.00 <b>(I)</b>	
		<b>(C)</b>

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.6 Directory Assistance Services****4.6.1 Rates**

The charges as shown below apply for each request made to the DA operator:

Local DA \$1.50 (I)

**4.7 Operator Services****4.7.1 Local Usage Charges**

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

**4.7.2 Per Call Service Charges**

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.8 Busy Line Verification and Emergency Interrupt Service**

**4.8.1 Rates**

Busy Line Verification, per request:	\$7.50 (I)
Busy Line Interrupt, per request:	\$5.00

**4.9 Directory Listing Service**

**4.9.1 Monthly Rates**

	<b>Monthly Rate</b>
	<b>Business</b>
Additional Listings	\$1.50
Nonlisted Service	\$2.00
Nonpublished Service	\$4.50

**4.10 Service Order and Change Charges**

(N)

**4.10.1 Rates**

	<b>Business</b>
Line Connection Charge	
Primary Line	\$79.99
Secondary Line	\$47.22
Conversion Charge	
Primary Line	\$9.99
Secondary Line	\$4.99
Service Order Charge	
Moves/Adds/Changes	\$20.00

**4.11 Premises Visit Charge**

Premises Visit Charge	<b>Business</b>
Initial Hour	\$184.00
Each additional 30 minutes	\$45.00

**4.12 Restoral Charge**

Per occasion, per line:	<b>Business</b>
	\$40.00

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**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION****5.1 General**

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

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

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

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)****5.2 Presubscription Charge Application****5.2.1 Initial Free Presubscription Choice for New Users**

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

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.
3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

**5.2.2 Charge for IntraLATA Toll Presubscription**

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.7.1.

**5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP**

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

**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**

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

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

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

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

**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)****5.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”), (Cont’d.)****5.3.2 Verification of Orders for Telemarketing**

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

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

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

**5.3.2.1.B** The decision to change the PIC to the ITP; and

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

**5.3.2.2** The ITP has obtained the customer’s electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

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

**5.3.3** The Company will follow the Federal Communications Commission’s and the Maryland Public Service Commission’s regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

**5.3.4** The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

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**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)****5.4 IntraLATA Preferred Carrier Freeze Selection**

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

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

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

The customer owns the exclusive right to select the PIC freeze option on a per line basis, and may choose to unfreeze their PIC at any time in order to migrate from one carrier to another at any time. There is no reason a carrier may refuse to remove a PIC freeze from the line of a customer who has stated their intent to select a different carrier.

**Marketing of PIC Freeze Option**

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



**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**

**5.5 Informational Notice to Customers**

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service.

**5.6 Rates and Charges**

**5.6.1** Charge for ITP Carrier Change                      \$ 5.00

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**SECTION 6 – TOLL SERVICES**

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**6.1 General**

**Long Distance service is only available in conjunction with local service.**

**6.2 Long Distance Directory Assistance Service**

The charges as shown below apply for each request made to the Directory Assistance operator:

Long Distance Directory Assistance (555-1212) \$1.50

**6.3 EnTele-Voice Entegral Long Distance Plan**

The EnTele-Voice Entegral Plan is an outbound calling plan available to business customers who subscribe to the EnTele-Voice Essential or the EnTele-Voice Encompass local service plans. Toll Free numbers are available for an additional charge of \$3.00 per month per number. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

All Areas Rate Per Minute  
\$0.067

**6.4 EnTele-Voice Enfiniti Long Distance Plan**

The EnTele-Voice Enfiniti Long Distance Plan is an outbound calling plan available to business customers who subscribe to the EnTele-Voice Essential or the EnTele-Voice Encompass local service plans. The plan offers unlimited direct dial outbound intraLATA toll and intrastate and interstate long distance calling. Toll Free numbers are available at an additional charge of \$3.00 per month per number and inbound calls are billed according to the EnTele-Voice Entegral schedule. EnTele-Voice products are to be used for voice service only. Customers using auto dialers, telemarketing applications or switching equipment are not eligible to use this rate plan.

Per Line: Monthly Rate  
\$19.99

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