
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C)

This tariff, Cbeyond Communications, LLC d/b/a Birch, MD Tariff No. 4, replaces Cbeyond Communications, LLC's MD Tariff No. 1 in its entirety.

Tariff Schedule Applicable to

Local Exchange Telecommunications Services

(C)

Telecommunications Services Furnished by
Cbeyond Communications, LLC, d/b/a Birch
Between Points Within the State of Maryland

Issued: July 2, 2015

Effective: August 1, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

MD11503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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 4th revised Page 14 cancels the 3rd 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.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

Sheets 1 through 48 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Number of Revision	Page	Number of Revision
1	1 st Revised	30	1 st Revised *
2	Original	31	1 st Revised *
3	2 nd Revised *	32	1 st Revised *
4	Original	33	1 st Revised *
5	Original	34	1 st Revised *
6	Original	35	1 st Revised *
7	1 st Revised	36	1 st Revised *
8	Original	37	Original
9	Original	38	Original
10	Original	39	1 st Revised *
11	Original	40	1 st Revised *
12	Original	41	1 st Revised *
13	Original	42	1 st Revised *
14	Original	43	1 st Revised *
15	Original	44	1 st Revised *
16	Original	45	1 st Revised *
17	Original	46	Original
18	Original	47	Original
19	Original	48	Original
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	2 nd Revised *		
29	1 st Revised *		

Issued: September 1, 2015

Effective: October 14, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TABLE OF CONTENTS

	Page
Cover Page.....	1
Tariff Format	2
Check Sheet.....	3
Table of Contents.....	4
Section 1 General.....	5
Section 2 Rules and Regulations	7
Section 3 Description of Service	26
Section 4 Rates and Charges	27
Section 5 Rates	39
Section 6 Intralata Toll Presubscription	46

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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
- (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. The Company's Calling Areas are consistent with Verizon Maryland's tariff.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 – GENERAL, (CONT'D.)

1.3 Definitions

- 1.3.1 “Carrier,” “Company” or “Utility” refers to Cbeyond Communications, LLC d/b/a Birch.
- 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.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C)

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of End-User local exchange telecommunications services by Cbeyond Communications, LLC d/b/a Birch ("Cbeyond" or "Company") to business Customers within the State of Maryland.

(C)

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.

Issued: July 2, 2015

Effective: August 1, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

MD11503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (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.
- 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.

Issued: November 6, 2014

Effective: February 25, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

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

2.3.2 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.

Issued: November 6, 2014

Effective: February 25, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (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.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (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.

Issued: November 6, 2014

Effective: February 25, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.3.6 Service at Outdoor Locations

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

2.3.7 Warranties

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

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

2.3.8 Limitation of Liability

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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.

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;

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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

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

2.5 Payment for Service

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

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

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

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Customer Deposits

2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.

2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:

2.6.2.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;

2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;

2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and

2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

2.6.3 The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02, as amended from time to time.

2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:

2.6.4.1 Was a customer of a Maryland utility within the preceding 2 years;

2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

- 2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
- 2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.
- 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).

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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: 1-800-424-2600 for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

2.9 Allowance for Interruptions in Service

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, 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 No credit allowance will be made for any interruption of service:

2.9.2.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, indication but not limited to the Customer or other entities or carriers connected to the service of the Company;

2.9.2.2 due to the failure of power equipment, systems or services not provided by the Company.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

- 2.9.2.3 due to circumstances or causes beyond the control of the Company;
- 2.9.2.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.9.2.5 during any period in which the User continues to use the service on an impaired basis;
- 2.9.2.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.9.2.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.9.2.8 that was not reported to the Company within thirty (30) days of the date that service was affected.
- 2.9.3 At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- 2.9.4 Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.9.5 In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.9.6 When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

Issued: November 6, 2014

Effective: February 25, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.10 Taxes and Fees

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

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

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

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

Residential customers shall receive 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.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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.

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.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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

2.14.2.1.D Non-payment of Bill.

1. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
2. In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
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.
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.
5. Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

Issued: November 6, 2014

Effective: February 25, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

6. Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

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:
 - A. Failure of a prior customer to pay for service at the premises to be serviced;
 - B. Failure to pay for a different class of service for a different entity;
 - C. Failure to pay the bill of another customer as guarantor of that bill;
 - D. Failure to pay directory advertising charges;
 - E. Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
 - F. Failure to pay an outstanding bill that is over 7 years old, unless the:
 1. Customer signed an agreement to pay the outstanding bill before the expiration of this period;

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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
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.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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 restoration of service charges and other applicable service charges, the Company shall promptly restore such service.

LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.16 Interference with or Impairment of Service

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

2.17 Telephone Solicitation by Use of Recorded Messages

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

2.18 Incomplete Calls

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

2.19 Overcharge/Undercharge

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

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - RATES AND CHARGES

4.1 Calculation of Rates

- 4.1.1 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.
- 4.1.2 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (i.e. when two-way communications is possible), and ends when either party hangs up.
- 4.1.3 No charges apply if a Call is not completed.
- 4.1.4 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum Call duration is 1 minute for a connected Call.
- 4.1.5 Where applicable, charges will be rounded up to the nearest penny.
- 4.1.6 Usage begins when the called party picks up the receiver (i.e. when two-way communication is possible). The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. A Call is terminated when the calling or called party hangs up.
- 4.1.7 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Where answer supervision is not available, any Call for which the duration exceeds one (1) minute shall be presumed to have been answered.

Issued: November 6, 2014

Effective: February 25, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

- 4.2 Where technically and economically feasible, the Company offers local exchange telecommunications services to business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

(D)

(D)

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

[Reserved for future use]

(D)

(D)

Issued: September 1, 2015

Effective: October 14, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

[Reserved for future use]

(D)

(D)

Issued: September 1, 2015

Effective: October 14, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

[Reserved for future use]

(D)

(D)

Issued: September 1, 2015

Effective: October 14, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

4.3 Additional Local Exchange Service Offerings (Cont'd.) (T)

(D)

4.3.2 900/976 Blocking (T)

900/976 blocking permits a new or existing Customer, on a per-line basis, to block all Calls made from its Calling Station to a 900 or 976-type telephone number. This Call Blocking option prevents Calls to 900/976 information service providers by blocking the following dialing sequences: 1+900 and 1+976.

(D)

|

|

|

(D)

Issued: September 1, 2015

Effective: October 14, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

(D)

4.4 Local Number Portability

Local Number Portability is a service that enables the End User to retain use of the existing local exchange carriers number after choosing the Company as its local exchange carrier, provided that the Customer's location remains the same after the switch.

(D)

(D)

(D)

LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

4.7 Miscellaneous Service Charges

4.7.1 Order Change

An Order Change is a change in the Customer's service initiated by the Customer.

4.7.2 Telephone Number Change

A Telephone Number Change is a change in the Customer's telephone number.

4.7.3 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

4.7.4 Expedite Installation

Expedite Installation charges occur when Customer has requested service installation sooner than the normal schedule.

4.7.5 Service Premises Visit

Service Visit charges occur when Customer has requested a service visit to the customer premises.

LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

4.7.6 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays, and/or night hours, additional charges may apply.

4.7.7 Missed Appointment Charge

When the Company and the Customer have agreed to an installation date and time, and the Customer is not available at the premises to allow for installation of service at the appointed time, a Missed Appointment Charge will apply.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - RATES

[Reserved for future use]

(D)

(D)

Issued: September 1, 2015

Effective: October 14, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 – RATES, (CONT'D.)

[Reserved for future use]

(D)

(D)

Issued: September 1, 2015

Effective: FOctober 14, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 – RATES, (CONT'D.)

[Reserved for future use]

(D)

(D)

Issued: September 1, 2015

Effective: October 14, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - INTRALATA TOLL PRESUBSCRIPTION

6.1 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 6.2.

6.2 Presubscription Charge Application

6.2.1 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.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

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 ITP's. This choice can be made by directly contacting the Company.

6.2.2 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.

6.3 End User/Pay Telephone Service Provider Charge Discrepancy (Anti-Slamming Measure)

6.3.1 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.

6.3.2 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:

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

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

- A. The customer's billing name and address and each telephone number to be covered by the PIC change order;
- B. The decision to change the PIC to the ITP; and
- C. The customer's understanding of the PIC change fee; or

6.3.2.2 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 6.3.2.1 preceding to confirm the authorization; or

6.3.2.3 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).

6.3.3 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.

6.3.4 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.

6.4 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.

6.5 Rates and Charges

6.5.1 Charge for ITP Carrier Change: \$ 5.00

Issued: July 2, 2015

Effective: August 1, 2015

Issued By: Christopher A. Bunce, Sr. Vice President and General Counsel
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

MD11503