

Tariff Schedule Applicable to  
Facilities-Based and Resold Local Exchange  
Telecommunications Services Furnished by  
Block Line Systems, LLC  
Between Points Within the State of Maryland

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Issued: July 3, 2014

Effective: October 29, 2014

Issued by: Brian Rex  
1645 West Chester Pike  
West Chester, PA 19382

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**CHECK SHEET**

All sheets 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.

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1 GENERAL

1.1 Explanation of Symbols

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

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to residential and business customers.
- 1.2.3 The Company's service territory is statewide with local calling areas consistent with Verizon Maryland.

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1 GENERAL

1.3 Definitions

- 1.3.1 “Carrier,” “Company” or “Utility” refers to Block Line Systems, LLC.
- 1.3.2 “Commission” means the Maryland Public Service Commission.
- 1.3.3 “Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 “Residential” customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.8 The Company charges weekend rates on the following Federal holidays: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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## 2. RULES AND REGULATIONS

### 2.1 Undertaking of the Company

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

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

### 2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.2 The payment of all applicable charges pursuant to this tariff.

2.2.3 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.

2.2.4 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.

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

2.2 Obligations of the Customer, (cont'd.)

- 2.2.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.5 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.
- 2.2.6 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.
- 2.2.7 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:
- 2.2.8 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
- 2.2.9 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.



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## 2. RULES AND REGULATIONS, (CONT'D.)

### 2.2 Obligations of the Customer, (cont'd.)

2.2.10 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.

2.2.11 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.

2.2.12 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.

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

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.

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.

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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.

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.

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

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.

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.

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## 2. RULES AND REGULATIONS, (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;

- A. The total costs of installing and removing such facilities; or
- B. The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

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.

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

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

2.6 Customer Deposits

2.6.1 Reserved for Future Use

2.6.2 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.

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

- 2.6.3 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- 2.6.3.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
  - 2.6.3.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.3.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
  - 2.6.3.4 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.
- 2.6.4 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.
- 2.6.5 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- 2.6.5.1 Was a customer of a Maryland utility within the preceding 2 years;
  - 2.6.5.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.5.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
  - 2.6.5.4 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.
- 2.6.6 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.

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

2.6.7 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).

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)



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

2.8.3 The Company provides the following toll free number 1-888-773-9722 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 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff.

2.9.3 For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors.

2.9.4 Credit for Interruptions

2.9.4.1 An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.9.4.2 For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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## 2. RULES AND REGULATIONS, (CONT'D.)

2.9.4.3 A credit allowance will be given for interruptions of thirty (30) minutes or more. Credit allowances will be calculated as follows:

- A. If interruption continues for less than twenty-four (24) hours, 1/30th of the monthly rate will be credited if it is the first interruption in the same billing period. If there was a previous interruption of at least twenty-four (24) hours in the same billing period 2/30ths of the monthly rate will be credited.
- B. If interruption continues for more than twenty-four (24) hours and if caused by storm, fire, flood or other conditions out of the Company's control, 1/30<sup>th</sup> of the monthly rate for each twenty-four (24) hours of interruption.
- C. For other interruptions, 1/30<sup>th</sup> of the monthly rate for the first twenty-four (24) hours and 2/30ths of such rate for each additional twenty-four (24) hours (or fraction thereof); however, if service is interrupted for over twenty-four (24) hours, more than once in the same billing period, the 2/30ths allowance applies to the first twenty-four (24) hours of the second and subsequent interruptions.
- D. Two (2) or more interruptions of fifteen (15) minutes or more during any one (1) twenty-four (24) hour period shall be considered as one (1) interruption.

2.9.4.4 Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

### 2.9.5 Limitations on Allowances.

2.9.5.1 "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the tariff, suspends or terminates service because of non payment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff.

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

2.9.5.2 No credit allowances will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions due to electric power failure where, by the provisions of this tariff, the subscriber is responsible for providing electric power;
- E. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- F. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- G. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- H. due to circumstances or causes beyond the control of Company; and
- I. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.9.5.3 Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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

2.9.6 Use of Another Means of Communications

2.9.6.1 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.

2.11 Returned Check Charge

2.11.1 The charge for a returned check is \$25.00

2.12 Directory Assistance Call Allowance

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

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

2.13 Special Customer Arrangements

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

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

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

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.

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2. RULES AND REGULATIONS, (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:

- A. Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- B. Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
- C. Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
- D. Non-payment of Bill.
  - 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.
  - 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.
  - 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.

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

- 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.
- D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 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:
- F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
- 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

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## 2. RULES AND REGULATIONS, (CONT'D.)

- F.3 Outstanding bill is for service obtained by the customer by means of an application made in a fictitious name,
- (i) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
  - (ii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
  - (iii) 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.

### 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

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

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2. RULES AND REGULATIONS, (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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### 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 the 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.

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#### 4. CALCULATION OF RATES AND CHARGES

##### 4.1 Calculation of Rates

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

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.

4.1.3 There is no variation in call rates based on time of day or day of week.

##### 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:

- Calling card service
- Collect calls
- Third party billed
- Directory Assistance calls
- 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 \$0.25.

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## 5. INTRALATA TOLL PRESUBSCRIPTION

### 5.1 General

- 5.1.1 IntraLATA toll presubscription is a procedure whereby an end user or Pay Telephone Service Provider may select and designate an IntraLATA Toll Provider (“ITP”) to access IntraLATA toll calls without dialing an access code. The end user or Pay Telephone Service Provider 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 or Pay Telephone Service Provider preferred IntraLATA toll provider.
- 5.1.2 Each carrier will have one or more access codes assigned to it for various types of service. When an end user of Pay Telephone Service Provider 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 Telephone Company permitting access to that carrier by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier’s other service(s).
- 5.1.3 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 Telephone 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.
- 5.1.4 Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in Section 5.2.

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5. INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription choice for Existing Users

5.2.1.1 Existing end users or Pay Telephone Service Providers may exercise an initial free presubscription choice, either by contacting the Telephone Company, or by contacting the ITP directly. The initial free choice must be made within ninety days following implementation of IntraLATA toll presubscription. End user or Pay Telephone Service Provider choices that constitute exercising the free choices are:

- A. 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.
- B. 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 Telephone Company.
- C. Following an existing 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 Initial Free Presubscription Choice for New Users

5.2.2.1 New end users (including an existing customer who orders an additional line) or Pay Telephone Service Providers who subscribe to service will be asked to select a primary ITP when they place an order for Telephone 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 or Pay Telephone Service Providers is the period within thirty days of installation of the new service.

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5. INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

5.2.2 Initial Free Presubscription Choice for New Users, (Cont'd.)

5.2.2.2 Initial free selections available to new end user or Pay Telephone Service Providers are:

- A. 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.
- B. 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 Telephone Company.
- C. 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.

5.2.3 Charge for IntraLATA Toll Presubscription

5.2.3.1 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.

5.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP

5.2.4.1 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 or Pay Telephone Service Providers who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users or Pay Telephone Service Providers 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.

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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:
- 5.3.1.1 A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- 5.3.1.2 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.
- 5.3.2 Verification of Orders for Telemarketing
- 5.3.2.1 No ITP shall submit to the Telephone Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:
- A. 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.1 The customer’s billing name and address and each telephone number to be covered by the PIC change order;
- B.1 The decision to change the PIC to the ITP; and
- C.1 The customer's understanding of the PIC change fee; or
- B. 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
- C. 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).

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5. INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

5.3.3 The Company will follow the Federal Communications Commission's and the Maryland Public Service Commission's (if issued) 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.

5.4 PIC Switchback Options

5.4.1 Customer denies requesting change of ITP.

5.4.1.1 When the Telephone Company is contacted by an end user who denies requesting a change in ITP primary IC, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge.

5.4.1.2 The ITP is in no way relieved of the FCC requirements for:

- A. Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- B. Instituting steps to obtain verification of orders submitted to the Company. In addition, the end user has the option of initiating a complaint to the FCC or the Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Maryland Public Service Commission, 16th Floor, 6 St. Paul Street, Baltimore, MD 21202, or by calling toll free on 1-800-492-0474 or by calling the office of External Relations on 410-767-8028.

5.4.2 Customer requests Switchback to Previous ITP PIC.

5.4.2.1 When the Telephone Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Telephone Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 5.7.2.

5.5 Reserved for Future Use



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5. INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

5.6 Informational Notice to Customers

5.6.1 The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service. Notification will not contain information on PIC-freeze service.

5.7 Rates and Charges

5.7.1 Charge for ITP Carrier Change \$ 5.00

5.7.2 Charge for Switchback Carrier Change \$ 5.00

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS

6.1 Operator Services

6.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Services.

6.1.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Collect Call: Calls completed with the assistance of a Company Operator for which charges are billed -- not to the originating telephone number, but to the destination or terminating number.

Operator Dialed Charge: The end user places the call without dialing the destination number, although he or she has the capability to perform this task and is not handicapped. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

6.1.3 Directory Assistance

Directory Assistance service allows customers to request information from Directory Assistance records. As noted in Section 2.12, residential customers will be permitted six (6) free directory assistance calls per month.

6.1.4 Operator Assistance Call Completion Service

Operator Assistance Call Completion provides a Customer calling Directory Assistance with the option of having the call to the requested numbers completed. Operator Assistance Call Completion Service is furnished only where facilities are available. The charge for this service is in addition to the directory assistance charge that may apply.

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.1 Operator Services, (Cont'd.)

6.1.5 Busy Line Verification

Upon customer request the operator will verify and provide the line status condition subject to a charge for each request. The service charge is applied to all attempts to verify the condition of a customer line, busy talking, busy not talking (e.g., off hook) except attempts which are unsuccessful due to network and/or equipment failure.

6.1.6 Busy Line Interrupt

Upon customer request, the operator will verify the line status condition and interrupt a call in progress to notify the party on the call that another caller is attempting to contact the line. This charge includes verifying the line status condition and call interruption.

6.2 Non-facilities Combination Charge

The Company may recover costs it incurs above the Total Elemental Long Run Incremental Costs (TELRIC) experienced in combining facilities of other carriers in order to provide service offerings to its Customers. This fee will cover the increased costs of obtaining combinations of facilities from other entities. Customers will be charged on a monthly, per line basis.

Monthly Charge: \$4.95

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.3 Local Number Portability

Local Number Portability is a service that enable the End User to retain use of the existing local exchange Carrier's number after choosing the Company as its local exchange carrier, provided that the Customer's location remains within the existing rate center after the switch. Where applicable, the Company will assess on End User Customers a monthly fee or fees to recover the Company's costs of porting the Customer's number/s from its existing Carrier to the Company.

Per Use: \$0.25

6.4 Paper Bill Charge

For customers electing to receive a paper bill, there will be a per invoice charge.

Per invoice: \$3.50

6.5 OSS Surcharge

The Company will place an administrative surcharge on a per line basis, to support its Operations Support Systems. This is a pass through charge from the Company's underlying carrier.

Per line: \$0.82 per month

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.6 Calculation of Rates

6.6.1 Rates for measured local exchange service are based on the length of calls. There is no variation in rates based on time of day or day of the week. Timing of calls begins when the call is answered at the called station. Charges are computed based on one minute increments.

6.7 Consumer / Residential Rates

6.7.1 Measured Local Rates\*

The rates listed below include touch-tone service and reflect service rates throughout the State of Maryland.

<u>Calling Plan</u>	<u>Rate</u>	<u>No. of Calls Included</u>
Basic Line:	\$7.00 (monthly)	none
Message Rate:	\$12.00 (monthly)	65 calls

Calls in excess of allowance are charged at 3.5 cents per minute for the first minute, 1.5 cents for each additional minute.

6.7.2 Residential Customer Flat Rate Service Plan\*

A flat service rate for primary residential telephone lines is offered at \$20.00 per month and includes unlimited local and metropolitan calling per month (excluding intralata toll).

\* *As of February 23, 2005, this product will only be available to current customers.*

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.7 Consumer/Residential Rates (cont'd)

6.7.3 Residential Customer Local and IntraLATA Toll Plan

A service rate for primary residential telephone lines offered at \$39.95 per month, including the following:

- 1,000 minutes of local exchange calling; and
- 500 minutes of intraLATA tolls calls; and
- Any three custom-calling features.

6.7.4 Miscellaneous Charges

These charges are nonrecurring and apply to various Customer requests for connecting, moving or changing service. They are in addition to any other scheduled rates and charges that would normally apply under this tariff

- |   |          |
|---|----------|
| 1. Installation / relocation of existing service: | \$75.00  |
| 2. Line Restoral/Reconnection Charge              | \$100.00 |

6.8 Commercial Rates

The rates listed below include touch-tone service and reflect service rates throughout the State of Maryland.

6.8.1 Measured Rate Plan\*:

This plan does not include a calling allowance. Every call made will be charged at the rates given below.

Non-recurring (one-time) installation fee:	\$75.00
Recurring (monthly) charge:	\$17.00
911 Surcharge	\$1.50

Calls are charged at 3.5 cents per minute for the first minute, 2.0 cents for each additional minute.

\* As of February 23, 2005, this product will only be available to current customers.

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.8 Commercial Rates, (Cont'd.)

6.8.2 Unlimited Local and LD Bundle

A. General

Unlimited Local And LD Bundle consists of basic local exchange service as part of a bundle or package of telecommunications services to its business Customers. The bundle includes unlimited local service, intrastate long distance and interstate long distance; along with the following features: Call Waiting, Caller ID Call Forwarding, and Call Forwarding – Remote Access. This service is offered via a POTS Line, Analog Trunk, or Centrex.

B Rates and Charges

1. POTS Line

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge
DLTC 1	\$51.00
DLTC 2	\$53.50
DLTC 3	\$53.50

2 Analog Trunk

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge
DLTC 1	\$51.00
DLTC 2	\$53.50
DLTC 3	\$53.50

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.8 Commercial Rates, (Cont'd.)

6.8.2 Unlimited Local and LD Bundle, (Cont'd.)

C Rates and Charges, (Cont'd.)

3. Centrex

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge
DLTC 1	\$54.50
DLTC 2	\$54.50
DLTC 3	\$54.50

4. Installation Charges:

Service	Installation Charge
POTS Line	\$75.00
Analog Trunk	\$75.00
CustoPak	\$75.00



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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.8 Commercial Rates, (Cont'd.)

6.8.3 Local Metered Service

A. General

Local Metered Service consists of single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Local exchange service lines and trunks are provided on a single party (individual) basis only. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Local Metered Service is offered via a POTS Line, Analog Trunk, or Centrex.

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.8 Commercial Rates, (Cont'd.)

6.8.3 Local Metered Service

B. Rates

1. POTS Line

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge
DLTC 1	\$17.00
DLTC 2	\$19.50
DLTC 3	\$19.50

2. Analog Trunk

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge
DLTC 1	\$17.00
DLTC 2	\$19.50
DLTC 3	\$19.50

3. Centrex

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge
DLTC 1	\$20.50
DLTC 2	\$20.50
DLTC 3	\$20.50

4. Per Minute Usage Charge  
Per Minute \$0.017

5. Message Unit Pricing  
Per Message \$0.08

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.8 Commercial Rates, (Cont'd.)

6.8.4 ISDN Basic Rate Interface (BRI)

A. General

BRI is a local exchange access service based on the BRI arrangement of the Integrated Services Digital Network (ISDN). BRI provides a high-capacity access path for communication providing voice or data transmissions over the public network.

BRI is a transport technology available to customers with the capability of terminating a BRI into their Customer Premises Equipment (CPE). BRI compatible equipment may include PBX's, Hybrid KEY Systems, Automatic Call Distributors (ACD), Routers, Data/Voice Gateways and other types of equipment.

Local ISDN-BRI provides the Customer with the two bearer-B channels at 64-kilobits per second and a data D-channel at 16 kilobits.

ISDN rates are comprised of a monthly line charge and usage. Usage is available per minute, or in packages of 20 or 140 hours per month (usage over the customer's monthly allotment will be billed on a per minute basis).

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.8 Commercial Rates, (Cont'd.)

6.8.4 ISDN Basic Rate Interface (BRI), (Cont'd.)

A. Rates

1. Line Charge

Dial Tone Line Cell (DLTC)	Monthly Recurring Charge
DLTC 1	\$35.00
DLTC 2	\$35.00
DLTC 3	\$35.00

2. Usage Rates

Dial Tone Line Cell (DLTC)	No Package of Usage	20-Hour Package of Usage	140-Hour Package of Usage
DLTC 1	\$0.017/min.	\$30.00	\$60.00
DLTC 2	\$0.017/min.	\$30.00	\$60.00
DLTC 3	\$0.017/min.	\$30.00	\$60.00
Per additional Minute	N/A	\$0.10	\$0.05

3. Installation Charges (all cells) : \$77.00

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.8 Commercial Rates, (Cont'd.)

6.8.5 Primary Rate Interface (PRI) Service

A. General

PRI is a local exchange access service based on the PRI arrangement of the Integrated Services Digital Network (ISDN). PRI provides a high-capacity access path for communication providing voice or data transmissions over the public network.

PRI is a transport technology available to customers with the capability of terminating a PRI into their Customer Premises Equipment (CPE). PRI compatible equipment may include PBX's, Hybrid KEY Systems, Automatic Call Distributors (ACD), Routers, Data/Voice Gateways and other types of equipment.

Local ISDN-PRI provides the Customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport. PRI Service is provided in a minimum arrangement of 23 bearer channels and one signaling channel (23B+D) when provisioned over ISDN/PRI T-1 connections or 24 DS0 channels when provisioned over non-ISDN T-1 connections.

ISDN-PRI is available with term plans of one-year, two-year, three- year, and five-year. Customer will be charged non-recurring, monthly recurring and usage charges.

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.8 Commercial Rates, (Cont'd.)

6.8.5 Primary Rate Interface (PRI) Service, (Cont'd.)

B. Rates

1. Non-recurring charges

	1-Year	2-Year	3-Year	5-Year
Access	\$500.00	\$350.00	\$0.00	\$0.00
PRI	\$500.00	\$350.00	\$0.00	\$0.00
Port	\$0.00	\$0.00	\$0.00	\$0.00

2. Monthly Recurring Charges

	1-Year	2-Year	3-Year	5-Year
Rate	\$800.00	\$650.00	\$525.00	\$425.00

C. Usage Charges

1. Local Usage Plans

Total Minutes	Monthly Recurring Charge	Each Additional Minute
5,000	\$70.00	\$0.015
10,000	\$125.00	\$0.015
20,000	\$220.00	\$0.015

2. PRI Local Usage

Per Minute \$0.015

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## 6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

## 6.8 Commercial Rates, (Cont'd.)

## 6.8.5 Primary Rate Interface (PRI) Service, (Cont'd.)

## D. Optional Services

## 1. Non-Recurring Charges

	1-Year	2-Year	3-Year	5-Year
Call by Call	\$75.00	\$00.00	\$00.00	\$00.00
Caller ID	\$75.00	\$00.00	\$00.00	\$00.00
Caller ID w/ name	\$75.00	\$00.00	\$00.00	\$00.00
Caller ID and Call by Call	\$75.00	\$00.00	\$00.00	\$00.00
DID (20-Block)	\$100.00	\$100.00	\$100.00	\$100.00
Additional DID Block (per 20-Block)	\$12.00	\$12.00	\$12.00	\$12.00
DID Trunk	\$20.00	\$20.00	\$20.00	\$20.00
PRI/DID Trunk Package	\$00.00	\$00.00	\$00.00	\$00.00

## 2. Monthly Recurring Charges

	1-Year	2-Year	3-Year	5-Year
Call by Call	\$60.00	\$60.00	\$55.00	\$50.00
Caller ID	\$85.00	\$85.00	\$80.00	\$75.00
Caller ID w/ name	\$127.50	\$127.50	\$120.00	\$115.00
Caller ID and Call by Call	\$127.50	\$127.50	\$120.00	\$115.00
DID (20-Block)	\$21.00	\$21.00	\$21.00	\$21.00
Additional DID Block (per 20-Block)	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
DID Trunk	\$30.50	\$30.50	\$30.50	\$30.50
PRI/DID Trunk Package	\$115.00	\$115.00	\$105.00	\$95.00

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## 6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

## 6.8 Commercial Rates, (Cont'd.)

## 6.8.6 Direct Inward Dialing Service

## A. General

Direct Inward Dialing (“DID”) Service is an optional feature provided in conjunction with Company-provided PBX Trunks. DID Service permits incoming calls from the exchange network to reach a specific station line without the assistance of an attendant through the use of a seven digit number. DID service transmits the dialed digits for all incoming calls allowing the Customer’s PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID is furnished upon the condition that the customer contract for adequate facilities, e.g., dial tone lines, circuit packs or equivalent, etc, to permit the use of the service without injurious effect on general telephone service. Certain conditions, such as transmission limitations, may require the provision of additional switching equipment on the customer’s premises in order to furnish DID service. The Company offers DID services to Customers in minimum blocks of twenty (20) telephone numbers. Customers of Analog DID Service are billed a monthly recurring charge for the Analog trunk and a DID Block charge (blocks are available in 20-number blocks).

## B. Rates

## Installation Charges:

DID (Block 20): \$605.00

DID Analog Trunk: \$84.00

Dial Tone Line Cell (DLTC)	DID Analog Trunk Monthly Recurring Charge	DID Blocks (20-numbers)	DID Blocks (Add'l 20 numbers)
DLTC 1	\$28.50	\$21.00	\$ 4.00
DLTC 2	\$28.50	\$21.00	\$ 4.00
DLTC 3	\$28.50	\$21.00	\$ 4.00

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6. SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS, (CONT'D.)

6.9 Operator Services Rates and Charges

Directory Assistance (max. of two requests per call)	\$0.40
Operator Assistance Call Completion (in addition to Dir. Assistance charge)	\$0.35
Operator-Assisted local calls	
Person to person	\$4.00
Collect Call	\$3.00
Operator-dialed Charge (in addition to other charges)	\$0.50
Busy Line Verification/Interrupt	\$7.00

6.10 Custom Features

	NRC	Monthly Charge
Call Forwarding	\$4.50	\$ 4.50
Three-way calling	\$4.50	\$ 5.00
Call Trace	\$0.00	\$ 7.50
Call Block	\$4.50	\$ 6.50
Call Repeat	\$0.00	\$ 4.50
Call Return	\$4.50	\$ 7.00
Caller ID (number only)	\$4.50	\$ 6.00
Caller ID with name	\$4.50	\$ 6.00

6.11 Miscellaneous Services

	Monthly charge
Directory Listings	
First/primary listing	\$1.05
Additional listings	\$4.20
Unlisted/unpublished	\$1.45

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## 7. SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES CUSTOMERS

Section 7 services are available to former customers of Magellan Hill Technologies, LLC, who were customers of Magellan Hill Technologies, LLC on [Effective Date], for existing service(s) at existing locations only. Any moves, additions or changes to service will require the customer to choose a corresponding service from Section 6 of this tariff.

### 7.1 Optional Services

- A. **Call Forwarding**  
Allows calls to automatically ring to another phone number.
- B. **Call Return**  
The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- C. **Call Waiting**  
Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.
- D. **Caller ID**  
Caller ID is an optional feature which allows the subscriber to see the telephone number of an incoming call displayed on the customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls which originate and terminate in central offices which are equipped and have SS7 connectivity. Caller ID is available to customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers.

Telephone number that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.

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7. SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES CUSTOMERS, (CONT'D.)

7.1 Optional Services, (Cont'd.)

- E. Non-Published Number - Allows the Customer to keep his local phone number out of the phone book or directory assistance.
- F. Speed Dial - The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- G. "Three-Way" Calling - Allows the Customer to add a third party to a conversation.
- H. Ultra Call Forwarding/Call Ability - Ultra Call Forwarding/Call Ability sends telephone calls made to the main telephone number to another telephone number, whether the main number is busy or idle. The Customer will be able to remotely activate, deactivate, or change the forward-to number from any touch tone telephone.

When forwarding calls, the Customer will be charged any applicable local toll or long distance charges for all calls that are forwarded. The Customer will also be charged for any long distance calls you make to set up or access Ultra Call Forwarding/Call Ability. The Customer cannot use Ultra Call Forwarding/Call Ability to forward to an international number.

Ultra Call Forwarding/Call Ability is activated in conjunction with Call Forwarding only. All calling features are subject to availability and compatibility restrictions.

I. Service Rates

	Monthly	One-Time Activation Fee
Call Forwarding	\$2.15	N/A
Ultra Call Forwarding	\$5.75	N/A
Call Return	\$1.00	N/A
Call Waiting	\$4.40	N/A
Non-Published Number	\$4.50	N/A
Speed Dial	\$1.95	N/A
Three-Way Calling	\$2.39	N/A
All Options Above	\$7.95	N/A
Caller ID	\$4.95	N/A

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7. SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES CUSTOMERS,  
(CONT'D.)

7.2 Directory Listings

Carrier shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in Customer's exchange area of the Station number which is designated as Customer's main billing number.

7.2.1 Carrier reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of Customer is not impaired thereby. Where more than one line is required to properly list Customer, no additional charge is made.

7.2.3 Carrier may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of Carrier, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. Carrier, upon notification to Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

7.2.4 In order for listings to appear in an upcoming directory, Customer must furnish the listing to Carrier in time to meet the directory publishing schedule.

7.2.5 Directory listings are provided in connection with each Customer service as specified herein.

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7. SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES CUSTOMERS,  
(CONT'D.)

7.3 Miscellaneous Services

7.3.1 Service Reconnection

Allows for restoral of service after disconnection or for initiation of service subsequent to a customer location move.

7.3.2 Optional Feature Addition

Allows the customer to add an optional feature or features subsequent to initiation of basic service.

7.3.3 Promise to Pay

Allows a qualified Customer to obtain an extension of that Customer's billing due date for a period not to exceed 10 days. A qualified customer is one who has made at least one prior payment to the Company and has an outstanding balance of \$5.00 or less on his or her account.

7.3.4 Service Transfer

Allows for the initiation of service subsequent to a customer location move.

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7. SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES CUSTOMERS,  
(CONT'D.)

7.4 Caller ID Blocking

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilized Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call Service.

Customers have two blocking options as follows:

7.4.1 Per-Call Blocking

Per-Call Blocking will prevent the display of Customers' telephone numbers on outgoing calls. This feature may be utilized at any time through the activation of a special code prior to dialing an outgoing call.

Per-Call Blocking is provided at no charge, and is automatically placed on all telephone lines by the Company.

Per-Call Blocking will not prevent the display of telephone numbers to 911 emergency service providers.

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7. SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES CUSTOMERS,  
(CONT'D.)

7.4 Caller ID Blocking, (Cont'd.)

7.4.2 Per-Line Blocking

Customers requesting Per-Line Blocking will prevent the display of their telephone numbers on all outgoing calls. The Per-Line Blocking feature may be deactivated at any time by Customers on a call-by-call basis through the activation of a special code. Blocking will be deactivated for that outgoing call only. Per-Line Blocking is provided free of any recurring charge, but is a special feature which must be ordered by Customers.

The Company will initially install Per-Line Blocking at no charge. Requests to remove Per-Line Blocking on Customer lines will be completed at no charge. Subsequent requests to re-install Per-Line Blocking will be completed at prevailing Company non-recurring service order rates.

Per-Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID Number/Caller ID Name subscribers who have activated the Anonymous Call Rejection feature of Caller ID Number/Caller ID Name Service. If a customer using blocking calls a Caller ID Number/Caller ID Name subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID Number/Caller ID Name subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID Number/Caller ID Name subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call using a calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call.

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7. SERVICES PROVIDED TO FORMER MAGELLAN HILL TECHNOLOGIES CUSTOMERS,  
(CONT'D.)

7.5 Local and Long Distance Services

7.5.1 Bundled Services

U Care Now Program (unlimited local and long distance service). The long distance service will be both intrastate and interstate in nature.

Monthly Fee: \$37.95

7.5.2 Stand Alone Services

Local Services: \$37.95 per month

Intrastate and Interstate Long Distance Services: \$.25 per minute

7.6 Directory Listings Rates And Charges

7.6.1 Non-Recurring Charges

Primary Listing (one number): N/C

7.6.2 Monthly Recurring Charges

Primary Listing (one number) N/C

7.7 Directory Assistance

7.7.1 Each call to Directory Assistance will be charged as follows:  
\$1.95 per call

7.7.2 The customer may request a maximum of four (4) telephone numbers per call to Directory Assistance service without additional charges.

7.8 Miscellaneous Rates And Charges

7.8.1	Service Reconnection Fee:	\$40.00
7.8.2	Optional Feature Addition Charge:	\$10.00
7.8.3	Promise to Pay Fee:	\$5.00
7.8.4	Transfer Fee:	\$5.00

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