

Tariff Schedule Applicable to  
Intrastate Access Service

Telecommunications Services Furnished by

Armstrong Telecommunications, Inc.

Between Points Within the State of Maryland

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Issued: January 15, 2008

Effective date: February 14, 2008

Dru A. Sedwick, Secretary  
ARMSTRONG TELECOMMUNICATIONS, INC.  
One Armstrong Place  
Butler, PA 16001

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## TARIFF FORMAT

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

## CHECK SHEET

Sheets 1 through 26 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.

<u>Page</u>	<u>Number of Revision</u>
1	Original
2	Original
3	Thirteenth
4	First
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Second
24.1	First
24.2	Original
25	Original
26	Eleventh

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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 carrier customers.
- 1.2.3 The Company's service territory is consistent with that served by Verizon Maryland.

## 1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Aberdeen	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Fork, Havre de Grace, Parkville, Perryville, Port Deposit
Annapolis	Annapolis, Armiger-Gibson Island, Brooklyn Park-Linthicum, Crofton, Glen Burnie, Millersville, Odenton, Severn, Severna Park, Sherwood Forest, West River
Arbutus	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Towson, Waterloo, Woodlawn
Armiger Gibson Island	Annapolis, Arbutus, Armiger-Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Towson, Waterloo, Woodlawn
Ashton	Alexandria, Ashton, Berwyn, Bethesda, Columbia, Damascus, Gaithersburg, Glenwood, Hyattsville, Kensington, Laurel, Layhill, Rockville, Silver Spring, Washington DC

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## 1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Baltimore	Arbutus, Armiger Gibson Island, Baltimore, Berwyn, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fallston, Fork, Glen Burnie, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparks-Glencoe, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn, Worthington
Bel Air	Aberdeen, Baltimore, Bel Air, Cardiff, Churchville, Darlinton, Dundalk, Edgewood, Fallston, Fork, Havre de Grace, Jarrettsville, Parkville, Towson
Berwyn	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Columbia, Crofton, Fairfax, Falls Church, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington, Waterloo
Bethesda	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Damascus, Fairfax, Falls Church, Gaithersburg, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington
Brooklyn Park-Linthicum	Annapolis, Arbutus, Armiger-Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Millersville, Odenton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sherwood Forest, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn

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## 1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Catonsville	Arbutus, Armiger-Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Glenwood, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn
Cockeysville	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Hampstead, Jarrettsville, Laurel, Parkton, Parkville, Pikesville, Randallstown, Reistertown, Severn, Severna Park, Sparks Glencoe, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn, Worthington
Columbia	Arbutus, Ashton, Baltimore, Berwyn, Brooklyn Park-Linthicum, Catonsville, Columbia, Elkridge, Ellicott City, Glen Burnie, Glenwood, Laurel, Layhill, Pikesville, Randallstown, Silver Spring, Towson, Waterloo, Woodlawn
Crofton	Annapolis, Berwyn, Bowie Glenn Dale, Crofton, Glen Burnie, Hyattsville, Millersville, Odenton, Severn, Severna Park, Sherwood Forest, West River
Damascus	Ashton, Bethesda, Damascus, Frederick, Gaithersburg, Glenwood Kensington, Layhill, Mount Airy, New Market, Rockville, Silver Spring

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## 1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Dundalk	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Edgewood, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Parkville, Pikesville, Randallstown, Reistertown, Severn, Severna Park, Sparrows Point, Towson, Waterloo, Woodlawn
Edgewood	Aberdeen, Baltimore, Bel Air, Chase, Churchville, Dundalk, Edgewood, Essex, Fallston, Fork, Havre de Grace, Parkville, Sparrows Point, Towson
Ellicott City	Arbutus, Armiger Gibson Island, Ashton, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Glenwood, Laurel, Parkville, Pikesville, Randallstown, Reistertown, Severn, Severna Park, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn
Essex	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Edgewood, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Towson, Waterloo, Woodlawn
Fallston	Aberdeen, Baltimore, Bel Air, Churchville, Dundalk, Edgewood, Fallston, Fork, Havre de Grace, Jarrettsville, Parkville, Towson

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## 1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Fork	Aberdeen, Arbutus, Armiger Gibson Island, Baltimore, Bel Air, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Edgewood, Elkridge, Ellicott City, Essex, Fallston, Fork, Glen Burnie, Jarrettsville, Laurel, Parkton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparks Glencoe, Sparrows Point, Towson, Waterloo, Woodlawn
Frederick	Brownsville, Buckeystown, Damascus, Emmitsburg, Frederick, Middletown, Mount Airy, Myersville, New Market, Thurmont, Union Bridge, Walkersville
Gaithersburg	Alexandria-Arlington, Ashton, Bethesda, Damascus, Gaithersburg, Kensington, Layhill, Poolesville, Rockville, Silver Spring, Washington DC
Glen Burnie	Annapolis, Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Crofton, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Millersville, Odenton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sherwood Forest, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn
Glenwood	Ashton, Catonsville, Columbia, Damascus, Ellicott City, Glenwood, Mount Airy, Sykesville, Woodlawn
Hagerstown	Clear Spring, Falling Waters Hagerstown, Hancock, Keedysville, Myersville, Smithsburg, Williamsport

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## 1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Hyattsville	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Crofton, Fairfax, Falls Church, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington, DC, West River
Kensington	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Damascus, Fairfax, Falls Church, Gaithersburg, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington DC
Laurel	Alexandria, Ashton, Berwyn, Bethesda, Bowie Glen Dale, Capitol Heights, Catonsville, Columbia, Elkridge, Ellicott City, Glen Burnie, Hyattsville, Kensington, Laurel, Layhill, Marlboro, Millersville, North Beach, Odenton, Severn, Silver Spring, Washington DC, Waterloo
Layhill	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Columbia, Damascus, Fairfax, Falls Church, Gaithersburg, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington
Millersville	Annapolis, Bowie Glenn Dale, Brooklyn Park-Linthicum, Crofton, Glen Burnie, Laurel, Millersville, Odenton, Severn, Severna Park, Sherwood Forest, Waterloo
Myersville	Frederick, Hagerstown, Middletown, Myersville, Smithsburg

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## 1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Odenton	Annapolis, Bowie Glenn Dale, Brooklyn Park-Linthicum, Crofton, Eldridge, Glen Burnie, Laurel, Millersville, Odenton, Severn, Severna Park, Sherwood Forest, Waterloo
Parkville	Arbutus, Armiger Gibson Island, Baltimore, Bel Air, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Dundalk, Edgewood, Elkridge, Ellicott City, Essex, Fallston, Fork, Glen Burnie, Jarrettsville, Laurel, Parkton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparks Glencoe, Sparrows Point, Towson, Waterloo, Woodlawn
Pikesville	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Hampstead, Laurel, Parkville, Pikesville, Randallstown, Reistertown, Severn, Severna Park, Sparrows Point, Sykesville, Towson, Waterloo, Westminster, Woodlawn, Worthington
Rockville	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Damascus, Fairfax, Falls Church, Gaithersburg, Hyattsville, Kensington, Layhill, Marlboro, McLean, Oxon Hill, Poolesville, Rockville, Silver Spring, Vienna, Washington, DC

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## 1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Severn	Annapolis, Arbutus, Armiger Gibson island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Crofton, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Millersville, Odenton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sherwood Forest, Sparrows Point, Towson, Waterloo, Woodlawn
Severna Park	Annapolis, Arbutus, Armiger-Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Crofton, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Millersville, Odenton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sherwood Forest, Sparrows Point, Towson, Waterloo, Woodlawn
Sherwood Forest	Annapolis, Brooklyn Park-Linthicum, Crofton, Glen Burnie, Millersville, Odenton, Severn, Severna Park, Sherwood Forest
Silver Spring	Alexandria-Arlington, Ashton, Berwyn, Bethesda, Bowie Glenn Dale, Capitol Heights, Clinton, Columbia, Damascus, Fairfax, Falls Church, Gaithersburg, Hyattsville, Kensington, Laurel, Layhill, Marlboro, McLean, Oxon Hill, Rockville, Silver Spring, Vienna, Washington, DC

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## 1.2 Application of the Tariff (cont'd)

Originating Exchange	Terminating Exchanges
Towson	Arbutus, Armiger Gibson Island, Baltimore, Bel Air, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Edgewood, Elkridge, Ellicott City, Essex, Fallston, Fork, Glen Burnie, Hampstead, Jarrettsville, Laurel, Parkton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparks Glencoe, Sparrows Point, Sykesville, Towson, Waterloo, Westminster, Woodlawn, Worthington
Waterloo	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Laurel, Millersville, Odenton, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Towson, Waterloo, Woodlawn
West River	Annapolis, Bowie Glenn Dale, Capitol Heights, Crofton, Hyattsville, Marlboro, North Beach, West River
Woodlawn	Arbutus, Armiger Gibson Island, Baltimore, Brooklyn Park-Linthicum, Catonsville, Chase, Cockeysville, Columbia, Dundalk, Elkridge, Ellicott City, Essex, Fork, Glen Burnie, Glenwood, Laurel, Parkville, Pikesville, Randallstown, Reisterstown, Severn, Severna Park, Sparrows Point, Sykesville, Towson, Waterloo, Woodlawn

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### 1.3 Definitions

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

## 2 RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The company provides access to the interexchange carrier of the customer's choice.

### 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.
- 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.

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- 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.
- 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.

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## 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.

### 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.

#### 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

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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.

## 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 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 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;
- 2.4.2.2.A The total costs of installing and removing such facilities; or
- 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

## 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 COMAR 20.45.04.05 through COMAR 20.45.04.07.
- 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 The Company will not collect attorney fees or court costs from customers.

2.5.5 The Company agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03 as amended from time to time..

## 2.6 Allowance for Interruptions in Service

2.6.1 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.

## 2.7 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.

## PROVISION OF SERVICE AND FACILITIES

### 2.8 Unlawful Use of Service

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Dru A. Sedwick, Secretary  
ARMSTRONG TELECOMMUNICATIONS, INC.  
One Armstrong Place  
Butler, PA 16001

2.8.1 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:

2.8.1.1 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

2.8.1.2 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.

2.8.2 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.

## 2.9 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.

## 2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 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.

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2.11 Overcharge/Undercharge

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

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

2.12 Identification and Rating of Toll VoIP-PSTN Traffic

2.12.1 Scope

(1) This section governs the identification and billing of VoIP-PSTN Traffic, unless the parties have agreed otherwise, pursuant to the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (November 18, 2011) ("FCC November 18<sup>th</sup> Order") and the Second Order on Reconsideration in WC Docket Nos. 10-90, etc., FCC Release No. 12-47 (April 25, 2012). (C)

(2) For purposes of this tariff section, "VoIP-PSTN Traffic" is defined, consistent with 47 C.F.R. § 51.701 (b)(3), as interexchange (access) telecommunications traffic exchanged between Telephone Company and another telecommunications carrier in Time Division Multiplexing ("TDM") format that originates and/or terminates in IP format and that otherwise meets the definitions in 47 C.F.R. § 51.701 (b)(1) or (b)(2). Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. (C)

2.12.2 Interstate and Intrastate Rates Apply (C)

(1) Intrastate, interexchange VoIP-PSTN Traffic identified in accordance with this tariff section that terminates to the Telephone Company will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rate as specified in the Telephone Company's applicable federal access tariff. (C)



2.12.2 Interstate and Intrastate Rates Apply (cont'd)

(C)

- (2) Effective July 13, 2012, intrastate, interexchange VoIP-PSTN traffic identified in accordance with this tariff section that originates from the Telephone Company will be billed at the applicable tariffed intrastate switched access rates as specified in Section 4.1 until June 30, 2014. (C)

2.12.3 Calculation and Application of Percent-VoIP-Usage Factors

- (1) The traffic minutes of use ("MOU") to which interstate rates will be applied under this section will be determined by the Telephone Company by calculating a Percent VoIP Usage ("PVU") factor to be applied to the total intrastate access MOU terminated by the Customer to the Telephone Company's end user. (C)

(C)

- (2) The PVU Factor shall be an amount equal to the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines as set forth in the FCC Wireline Competition Bureau *Local Telephone Competition Report*. The most current version of which was released October 2011 and will be adjusted biannually with each new *Local Telephone Competition Report* released by the FCC Wireline Competition Bureau.

- (3) The Customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.

2.12.4 Customer Specific Factors

- (1) If a Customer desires to rebut the use of the FCC Wireline Competition Bureau Local Telephone Competition Report the Customer may, as an alternative to the benchmark PVU rate specified in subsection 2.12.3(2) above, request that the Telephone Company negotiate an interconnection agreement subject to Section 252 of the Telecommunications Act of 1996 specifying alternative compensation for VoIP-PSTN Traffic, including the use of a verifiable customer specific PVU.

## 2.12.4 Customer Specific Factors (cont'd)

(N)

- (2) Not more than four times in any year, the Telephone Company may request from the Customer a description of the process used to determine the Customer's specific PVU factors, the call detail records, a description of the method for determining how the end user originates or terminates calls in IP-format, and other information used to determine the Customer-specific PVU factors furnished to the Telephone Company in order to validate the PVU factors supplied. The Customer shall comply, and shall reasonably supply the requested data and information within fifteen days of the Telephone Company's request.
- (3) Not more than four times in any year, the Customer may request from the Telephone Company a description of the process used to determine the Company's PVU factor, the call detail records, a description of the method for determining whether the end user originates or terminates calls in IP-format, and other information used to determine the Company's PVU factor in order to validate the PVU factors used by the Telephone Company. The Telephone Company shall comply, and shall reasonably supply the requested data and information within fifteen days of the Customer's request.
- (4) In the event of a dispute, the Customer shall pay the Telephone Company's intrastate access rates pending the resolution of such dispute, subject to refund by the Telephone Company.

## 2.12.5 PVU Factor Implementation

- (1) If the PVU factor cannot be implemented in the Telephone Company's billing systems upon the effective date of this tariff provision, the Telephone Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011.

(N)

### 3 DESCRIPTION OF SERVICES

#### 3.1 Individual Case Basis (“ICB”) Offerings

- 3.1.1 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.

#### 4.1 Switched Access Rate\*

4.1.1 The Company switched access rate is \$0.02057 per minute for all Non-Toll Free originating traffic.

4.1.1.1 The Company end office local switching access rate is \$0.000000 (R)  
per minute for Toll Free originating traffic.

4.1.1.2 The Company shared end office trunk switching access rate is (R)  
\$0.000000 for Toll Free originating traffic.

4.1.2 The Company switched access rate is \$0.000082 per minute for all traffic terminating to a third party end office. The Company switched access rate is \$0.00000 per minute for all traffic terminating to a Company end office.

4.1.3 The Company tandem switching access rate is \$0.001574 per minute for all traffic terminating to a third party end office. The Company tandem switching access rate is \$0.00000 per minute for all traffic terminating to a Company end office.

4.1.3.1 The Company joint tandem switched transport access rate is \$0.001 per minute for Toll Free originating traffic.

4.1.4 The Company 800 Data Base Access Service Basic Query is (R)  
\$0.0002 per query for originating toll free traffic.

\* When Terminating Tandem Switched Transport is provided through a Company Access Tandem and the Terminating End Office is not owned by the Company or through an Access Tandem not owned by the Company and the Terminating End Office is owned by the Company, Tandem Switching Terminating to Third Party rates are applicable; otherwise, Tandem Switching Terminating to Company End Office are applicable. When Originating Tandem Switched Transport is provided, Originating rates are applicable.