

# Morgan Lewis

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May 3, 2019

**VIA E-FILING & OVERNIGHT COURIER**

David J. Collins, Executive Secretary  
Maryland Public Service Commission  
6 St. Paul Street  
William Donald Schaefer Tower  
Baltimore, MD 21202

**Re: ML# 225113**  
**ExteNet Asset Entity, LLC – “Clean” Copy of Final Approved Tariff**

Dear Secretary Collins:

On behalf of ExteNet Asset Entity, LLC (“EAE”), enclosed for filing is an original and one (1) “clean” copy of EAE’s MD Tariff No. 1 as approved by the Commission for the provision of facilities-based and resold intrastate telecommunications services within the State of Maryland. This tariff is being filed in compliance with the Commission’s Letter Order dated April 3, 2019, granting EAE’s request for authority.<sup>1</sup> The enclosed tariff consists of Original Pages 1 through 31, with an effective date of April 3, 2019.

An electronic copy of this filing has been submitted via the Commission’s E-File System. Please date-stamp the extra hard copy of this filing and return it in the envelope provided. Should you have any questions regarding this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,

*/s/ Ronald W. Del Sesto, Jr.*

Ronald W. Del Sesto, Jr. (Member, MD Bar)  
Stephany Fan

Counsel to ExteNet Asset Entity, LLC



cc: Doug Newkirk (Via E-Mail)

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<sup>1</sup> Letter Order, ML# 223748, TE-12094 (April 3, 2019).

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Tariff Schedule Applicable to  
Facilities-Based Dedicated Point-to-Point Local and Interexchange  
Telecommunications Services Furnished by  
ExteNet Asset Entity, LLC  
Between Points Within the State of Maryland

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Issued: January 24, 2019  
Issued By:

Daniel L. Timm, Vice President  
3030 Warrenville Road, Suite 340  
Lisle, IL 60532

Effective: April 3, 2019

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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 31 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>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original		
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Table of Contents

1. General ..... 5

    1.1 Explanation of Symbols..... 5

    1.2 Application of the Tariff ..... 5

    1.3 Definitions..... 6

2. Rules and Regulations..... 9

    2.1 Undertaking of the Company ..... 9

    2.2 Obligations of the Customer ..... 9

    2.3 Liability of the Company ..... 11

    2.4 Application for Service ..... 14

    2.5 Payment for Service ..... 16

    2.6 Customer Deposits..... 16

    2.7 Late Payment Charges..... 18

    2.8 Customer Complaints and Billing Disputes..... 18

    2.9 Allowance for Interruptions in Service ..... 19

    2.10 Taxes and Fees ..... 21

    2.11 Returned Check Charge ..... 21

    2.12 Special Customer Arrangements ..... 21

    2.13 Termination of Service:..... 22

    2.14 Unlawful Use of Service ..... 25

    2.15 Interference With or Impairment of Service..... 25

    2.16 Telephone Solicitation by Use of Recorded Messages ..... 26

    2.17 Incomplete Calls ..... 26

    2.18 Overcharge/Undercharge ..... 26

3. Description of Services..... 27

    3.1 Trial Services ..... 27

    3.2 Promotional Offerings..... 27

    3.3 Individual Case Basis Offerings..... 27

    3.4 Customized Pricing Arrangements Offerings..... 27

4. Rates and Charges ..... 28

    4.1 Dedicated Point-to-Point Permanent Virtual Circuit (“PVC”) Transport  
        Service ..... 28

    4.2 Rates ..... 31

## 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 wholesale carrier customers. Services are not offered to, or available for purchase by, residential or business end users.
- 1.2.3 The Company's service territory is statewide in the entire Verizon-Maryland service area, and the Company's calling areas are consistent with Verizon-Maryland.

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### 1.3 Definitions

- 1.3.1 Carrier, Company or Utility: Refers to ExteNet Asset Entity, LLC.
- 1.3.2 Commission: Means the Maryland Public Service Commission.
- 1.3.3 Common Carrier: An authorized company or entity providing telecommunications services to the public.
- 1.3.4 Company Head End: A physical location, building or structure owned and/or controlled by Company, and used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.
- 1.3.5 Customer: any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of charges and compliance with the terms and conditions of this tariff.
- 1.3.6 Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.
- 1.3.7 Dark Fiber: Unactivated optical fiber deployed without optoelectronics and through which no light is transmitted and no signal is carried.
- 1.3.8 Dim Fiber: Unactivated optical fiber deployed with optoelectronics on one end owned by the customer, and on one end owned by the Company, and which may carry signals.
- 1.3.9 Delinquent or Delinquency: An account for which payment has not been made in full on or before the last day for timely payment.
- 1.3.10 Distributed Antenna System ("DAS"): As used by Company, a network of components that input an RF signal from Customer equipment located at a Company Head End, convert it to an optical signal, transport it on fiber optic facilities to one or more remote locations, and then re-convert it back to an RF signal that is transmitted from an antenna at the remote location. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, convert it to an optical signal, transport it on fiber optic facilities to a Company Head End, and then re-convert it back to an RF signal that is handed off to Customer equipment located at a Company Head End.

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### 1.3 Definitions (cont'd.)

- 1.3.11 Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.
- 1.3.12 Individual Case Basis ("ICB"): Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.
- 1.3.13 Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.
- 1.3.14 Lambda: A specific wavelength on a fiber optic system.
- 1.3.15 Non-Business Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.
- 1.3.16 Nonrecurring Charges: Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment.
- 1.3.17 Permanent Virtual Circuit ("PVC"): A bi-directional transmission path of variable bandwidth that carries RF traffic between a Company Head End and one or more remote Point(s) of Presence, provisioned on a Company-provided DAS.
- 1.3.18 Point of Presence: A physical location at the remote end (i.e., non-Head End) of a PVC that hosts Company and/or Customer RF/optical conversion, fiber interconnect, and/or multiplexing equipment that is connected to the fiber optic system carrying the PVC.
- 1.3.19 Recurring Charges: Monthly, quarterly or other periodic charges to the Customer for services and equipment, which continue for the agreed-upon duration of the service.



1.3 Definitions (cont'd.)

1.3.20 RF: Radio Frequency.

1.3.21 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.

1.3.22 SONET: Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.

1.3.23 Telecommunications: The transmission of voice and/or data communications between two points.

1.3.24 Timely Payment: A payment on Customer's account made on or before the due date.

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## 2. RULES AND REGULATIONS

### 2.1 Undertaking of the Company

This tariff sets forth the regulations and rates applicable to services provided by Company. Service is offered for dedicated point-to-point circuits on a Distributed Antenna System network between points within the State of Maryland pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rates and Charges section of this tariff. Service is not offered or available for purchase by residential or business end users. Services are offered via the Company's facilities (whether owned, leased, or under contract) where available, and may be provided in combination with resold services provided by other certificated carriers. Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities. Services described in this tariff may be offered to individual customers on an Individual Case Basis ("ICB") pursuant to an agreement. To the extent that service is offered on an ICB basis, the rates terms and conditions of the ICB agreement will supersede any inconsistent rates, terms and conditions contained in this tariff.

### 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.

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- 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.
- 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.

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2.2 Obligations of the Customer (cont'd.)

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

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

2.3 Liability of the Company (Cont'd.)

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

2.3 Liability of the Company (cont'd.)

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.

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 year for all services furnished.
- 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 year in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4 Application for Service (Cont'd.)

2.4.2 Cancellation of Service

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

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

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

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

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



2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

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

- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

2.6 Customer Deposits

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

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

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

- 2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
  - 2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.4 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 nonresidential customers).

## 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 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Section 20.30.03.01 B.
- 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)
- 2.8.3 The Company provides the following toll free number (**1-866-342-2900**) 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.

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## 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 that 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 Credit for Interruptions

2.9.3.1 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.

2.9.3.2 For calculating credit allowances, every month is considered to have 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.

2.9.3.3 A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

1. if interruption continues for less than 24 hours:
  - i. 1/30th of the monthly rate if it is the first interruption in the same billing period;
  - ii. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period;
2. If interruption continues for more than 24 hours:
  - i. 1 /30th of the monthly rate for each 24 hours of interruption;

- ii. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

#### 2.9.3.4 Credit to Customer

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.

#### 2.9.4 Limitations on Credit Allowances

No credit allowance will be made for:

- 2.9.4.1 Interruptions due to the negligence of, or non-compliance with the provisions of this tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- 2.9.4.2 Interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer-provided electric power;
- 2.9.4.3 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;
- 2.9.4.4 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; or
- 2.9.4.5 Interruptions of service due to circumstances or causes beyond the control of the Company.

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2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00

2.12 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. Such arrangements are undertaken:

- 2.12.1 where facilities are not presently available,
- 2.12.2 where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- 2.12.3 where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.12.4 where the service is in a quantity greater than that which the Company would normally provide;
- 2.12.5 where service is requested on an expedited basis;
- 2.12.6 where service is requested on a temporary basis until permanent facilities are available;

2.12.7 where the service requested involves abnormal costs; or

2.12.8 where service is requested in advance of the Company's normal construction schedule.

## 2.13 Termination of Service

### 2.13.1 Denial of Service Without Notice

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

2.13.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.

2.13.1.2 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.

2.13.1.3 Tampering with Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.13.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.13.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

### 2.13.2. Denial of Service Requiring Notice

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

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

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

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

2.13.2.1.D Non-payment of Bill.

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

2.13.2.1.D.2 In cases of bankruptcy, receivership, or abandonment of service, less than five (5) day notice may be given if necessary to protect the Company's revenues.

2.13.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, or abandoned service 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.

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

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

2.13.2.1.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.

### 2.13.3 Insufficient Reasons for Denial of Service

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

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- 2.13.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;
  - 2.13.3.1.B Failure to pay for a different class of service for a different entity;
  - 2.13.3.1.C Failure to pay the bill of another customer as guarantor of that bill;
  - 2.13.3.1.D Failure to pay directory advertising charges;
  - 2.13.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
  - 2.13.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:
    - 2.13.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
    - 2.13.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
    - 2.13.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:
      - (i) In a fictitious name,
      - (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
      - (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
      - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

## PROVISION OF SERVICE AND FACILITIES

### 2.14 Unlawful Use of Service

2.14.1 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:

2.14.1.1 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

2.14.1.2 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.

2.14.2 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.

### 2.15 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.

## 2.16 Telephone Solicitation by Use of Recorded Messages

- 2.16.1 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.

## 2.17 Incomplete Calls

- 2.17.1 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.

## 2.18 Overcharge/Undercharge

- 2.18.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
- 2.18.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

### 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 day's notice to the Commission.

#### 3.3 Individual Case Basis ("ICB") Offerings

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

#### 3.4 Customized Pricing Arrangements ("CPAs") Offerings

3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

#### 4. Rates and Charges

##### 4.1 Schedule 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (“PVC”) TRANSPORT SERVICE

###### 4.1.1 Service Description

Dedicated Point-To-Point PVC Transport Service is available on the Company’s Distributed Antenna System Networks. Dedicated Point-To-Point PVC Transport Service begins at a Company Head End. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Head End. The Head End contains Customers’ circuit terminating equipment, Base Transceiver Station and related peripheral equipment, as well as Company’s and/or Customer’s RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customers’ RF signals into optical signals, and places those signals into a PVC that traverses Company DAS network facilities between the Head End and one or more Points of Presence (“POPs”).

###### 4.1.2 Monthly Recurring Rate Elements

The following monthly recurring rate elements apply to Dedicated Point-To-Point PVC Transport Service:

###### 4.1.2.1 Signal Conversion Rate

Signal Conversion Rates apply where Company owns the RF/optical conversion equipment. Signal Conversion Rates are not applicable when the Customer owns the RF/optical conversion equipment.

###### 4.1.2.2 Local Signal Conversion Rate

A Local Signal Conversion Rates applies when the RF/optical conversion equipment located at the Head End is owned and operated by Company.

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#### 4.1.2.3 Remote Signal Conversion Rates

Remote Signal Conversion Rates apply when the RF/optical conversion equipment located at the POPs distributed throughout a Company network is owned and operated by Company.

#### 4.1.2.4 Committed Information Rate

The Committed Information Rate (“CIR”) of a PVC is the amount of bandwidth selected by Customer to carry the RF traffic that is optically converted and transported over the Company DAS network, stated in MegaHertz (“MHZ”) and made available in Tiers (increments) of 5 MHZ to 60 MHZ per PVC.

#### 4.1.2.5 Permanent Virtual Circuit (“PVC”) Rate Elements

PVC Rate Elements relate to both the physical layer and the bandwidth required to create a PVC to transport Customer’s CIR from the Head End to one or more POPs on the Company DAS network. The rate elements that will apply depend on the type of optical conversion and multiplexing methodology used to aggregate one or more Customer CIR Tiers over a PVC to one or more POPs.

#### 4.1.2.6 Dedicated Strand Charge

The Dedicated Strand Charge applies to PVCs utilizing one or more dim or dark fibers between the Head End and the POP(s).

#### 4.1.2.7 Wave Division Multiplexed (“WDM”) Charge

The WDM Charge applies to PVCs utilizing one or more lambdas engineered with WDM technology and equipment on a fiber between the Head End and the POP(s). The WDM charge applies to all current and future variations of WDM, including but not limited to Coarse Wave and Dense Wave Division Multiplexing in both analog and digital transport topologies.

4.1.2.8 SONET Ring Charge

The SONET Ring Charge applies to a PVC deployed on a SONET ring network configuration, using Dedicated Strand(s) or WDM, engineered in a point to multi-point configuration. SONET Ring PVCs may be provisioned using customary add/drop, physical interconnect or WDM technology for both originating and terminating traffic, from a head end to one or more POPs connected to the SONET Ring.

4.1.2.9 Add/Drop Charges

Add/Drop charges apply to each POP requested by Customer on a SONET Ring or point to multi-point PVC.

4.1.3 Non-Recurring Rate Elements

The following non-recurring rate elements may apply to Dedicated Point-To-Point PVC Transport Service:

4.1.3.1 Lateral Construction Charge

A Lateral Construction Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of construction of the lateral and/or building riser facilities cannot reasonably be recovered by Company over the expected duration of service to Customer.

4.1.3.2 Lateral Connection Charge

A Lateral Connection Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of (i) interconnecting to

4.1.3.3 Network Connection Charge

A Network Connection Charge applies where Company provides certain specified network integration and connection services to integrate and optimize the physical and virtual connections between Company and Customer equipment.

4.2 Rates

	<b>PVC RATE ELEMENT</b>	<b>MONTHLY RECURRING CHARGE</b>	<b>CHARGING BASIS</b>
	<b>SIGNAL CONVERSION</b>		
	Local Signal Conversion	\$500.00	Per Month Per POP
	Remote Signal Conversion Rate	\$2,000.00	Per Month Per POP
	<b>COMMITTED INFORMATION RATES</b>		
	Tier1 5 MHZ	\$2,000.00	Per Month Per POP
	Tier 2 10 MHZ	\$2,275.00	Per Month Per POP
	Tier 3 15 MHZ	\$2,425.00	Per Month Per POP
	Tier 4 20 MHZ	\$2,575.00	Per Month Per POP
	Tier 25 MHZ	\$2,725.00	Per Month Per POP
	Tier 30 MHZ	\$2,875.00	Per Month Per POP
	Tier 7 35 MHZ	\$3,025.00	Per Month Per POP
	Tier 40 MHZ	\$3,175.00	Per Month Per POP
	Tier 45 MHZ	\$3,325.00	Per Month Per POP
	Tier 10: 50 MHZ	\$3,475.00	Per Month Per POP
	Tier 11: 55 MHZ	\$3,625.00	Per Month Per POP
	Tier 12:60 MHZ	\$3,775.00	Per Month Per POP
	<b>PERMANENT VIRTUAL CIRCUIT</b>		
	Dedicated Fiber Strand	\$5,200.00	Per Month Per Strand
	WDM	\$3,900.00	Per Month Per POP
	SONET Ring	\$2,080.00	Per Month Per Ring
	Add / Drop	\$625.00	Per Month Per Drop
	<b>NON-RECURRING ELEMENTS</b>	<b>NON-RECURRING CHARGES</b>	
	Lateral Construction Charge	\$200,000.00	Per POP
	Lateral Connection Charge	\$30,000.00	Per POP
	Network Connection Charge	\$100,000.00	Per Network

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