

**COMPETITIVE LOCAL EXCHANGE TARIFF**

Applying to Dedicated Point-To-Point Communications Services Between Points in the State of Maryland and Containing Rates, Rules and Regulations Governing Services Offered Exclusively to Business and Enterprise Customers

By

Hudson Fiber Network Inc

Between Points Within the State of Maryland

Any provisions contained in this Tariff that are inconsistent with State and Federal laws will be deemed inoperative and suspended

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Issued: April 1, 2020  
Issued by:

Effective: April 10, 2020

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**TARIFF FORMAT**

This tariff is divided into the following major sections:

Section 1: Definitions

Section 2: Rules and Regulations

Section 3: Description of Services

Section 4: Rates and Charges

- 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.

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**CHECK SHEET**

Sheets 1 through 62 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, applicable to the furnishing of Competitive Local Exchange ("CLEC") Services by Hudson Fiber Network Inc (referred to herein as "Company" or "HFN") Specific services and rates are described elsewhere in this tariff. Service is offered for dedicated point-to-point circuits pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff. Service is not offered or available for purchase by residential end users. 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 are offered via the Company's facilities (whether owned, leased, or under contract), and may be provided in combination with services provided by other carriers. The Company does not intend to provide voice services.
- 1.2.2 The Company's services are available to business and enterprise customers. Services are not offered to, or available for purchase by, residential 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 Advance Payment: Part or all of a payment required before the start of service.
- 1.3.2 Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.
- 1.3.3 Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 3030 Warrenville Rd, Suite 340, Lisle, IL 60532.
- 1.3.4 Carrier, Company or Utility: Refers to Hudson Fiber Network Inc.
- 1.3.5 Commission: Means the Maryland Public Service Commission.
- 1.3.6 Common Carrier: An authorized company or entity providing telecommunications services to the public.
- 1.3.7 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.
- 1.3.8 Competitive Local Exchange Carrier: A Common Carrier authorized to provide services within exchange areas.
- 1.3.9 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.
- 1.3.10 Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.
- 1.3.11 Dark Fiber: Unactivated optical fiber deployed without optoelectronics and through which no light is transmitted and no signal is carried.
- 1.3.12 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.

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### 1.3 Definitions (cont'd.)

- 1.3.13 Distributed Antenna System (“DAS”): As used by the Company, a network of components that input a RF signal from Customer equipment located at a Head End, and transport it on fiber optic or other facilities to one or more remote locations, *i.e.*, from locations on the customer premises to locations off the customer premises.
- 1.3.14 Head End: A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.
- 1.3.15 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.
- 1.3.16 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.
- 1.3.17 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.
- 1.3.18 Interexchange Carrier: A Common Carrier authorized to provide services between exchange areas.
- 1.3.19 Lambda: A specific wavelength on a fiber optic system.
- 1.3.20 Lit Fiber Services: End-to-end fiber network services including fiber optic cable and the optical equipment to light the fiber, when the optical equipment is the single basic terminating component.

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### 1.3 Definitions (cont'd.)

- 1.3.21 **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.
- 1.3.22 **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.
- 1.3.23 **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.
- 1.3.24 **Point of Presence (“POP”):** 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.
- 1.3.25 **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.
- 1.3.26 **“Service”** means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.27 **SONET:** Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.
- 1.3.28 **Telecommunications:** The transmission of voice and/or data communications between two points.
- 1.3.29 **Timely Payment:** A payment on Customer’s account made on or before the due date.
- 1.3.30 **Term Agreement:** An agreement between the Company and the Customer for a fixed period of time.

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## 2. RULES AND REGULATIONS

### 2.1 Undertaking of the Company

- 2.1.1 The Company's services are furnished for telecommunications services originating and terminating within the State of Maryland.
- 2.1.2 The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of ~~voice~~, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract), and may be provided in combination with services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.
- 2.1.3 The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

### 2.2 Shortage of Facilities or Equipment and Other Limitations

- 2.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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## 2.3 Obligations of the Customer

### 2.3.1 The customer shall be responsible for:

- 2.3.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.3.1.2 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.
- 2.3.1.3 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.
- 2.3.1.4 Complying with all laws and regulations regarding the working conditions 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.
- 2.3.1.5 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.
- 2.3.1.6 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.

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2.3 Obligations of the Customer (cont'd.)

2.3.2 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:

2.3.2.1 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

2.3.2.2 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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### 2.3 Obligations of the Customer (cont'd.)

- 2.3.3 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.
- 2.3.4 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.
- 2.3.5 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.

### 2.4 Liability of the Company

- 2.4.1 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:

#### 2.4.2 Service Irregularities

- 2.4.2.1 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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## 2.4 Liability of the Company (Cont'd.)

2.4.2.2 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.

### 2.4.3 Claims of Misuse of Service

2.4.3.1 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.

2.4.3.2 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.

### 2.4.4 Defacement of Premises

2.4.4.1 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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## 2.4 Liability of the Company (cont'd.)

### 2.4.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.4.5.1 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.

### 2.4.6 Service at Outdoor Locations

2.4.6.1 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.

### 2.4.7 Warranties

2.4.7.1 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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2.4.7.2 Acceptance of the provisions of Section 2.4 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.

2.4.8 Limitation of Liability

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

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## 2.5 Application for Service

- 2.5.1.1 A Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service unless the application specifically provides otherwise. [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 20 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.]
- 2.5.1.2 Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history unless the Customer pays a deposit, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial. [Except as provided in 2.6.2.1, 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.]
- 2.5.1.3 **[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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2.5 Application for Service (Cont'd.)

2.5.2 Cancellation of Service

2.5.2.1 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.

2.5.2.2 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;

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

2.5.2.2.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.

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

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## 2.6 Payment for Service

- 2.6.1 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 2.13 of this tariff.
- 2.6.2 The Customer is responsible for the payment of all charges for facilities and services furnished by the Company 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.
- 2.6.3 The Company reserves the right to require from an applicant for service advance payments for the construction of facilities and furnishing of special equipment. 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.
- 2.6.4 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.

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Issued: April 1, 2020  
Issued by:

Effective: April 10, 2020

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## 2.7 BILLING AND COLLECTION OF CHARGES

- 2.7.1 The Customer is responsible for payment of all charges incurred by the Customer for services and facilities furnished to the Customer by the Company. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's Network.
- 2.7.2 Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30-day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- 2.7.3 Monthly recurring charges that are not usage-sensitive are billed monthly in advance. Usage charges are billed monthly in arrears. In the event the Company changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.

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## 2.8 Customer Deposits

2.8.1 The Company may require a deposit or usage prepayment as a condition to Customer's receiving new service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required. The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by COMAR 20.30.01 as amended from time to time.

2.8.2 In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills. In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:

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

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

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

2.8.2.4 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.

[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.

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

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

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

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

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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.]

- 2.8.3 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for two consecutive billing periods or 90 days, whichever is less.
- 2.8.4 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). [or COMAR 20.30.02.04 (for residential customers) as appropriate.]

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## 2.9 Late Payment Charges

- 2.9.1 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.
- 2.9.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.9.3 Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. [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.
- 2.9.4 Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5% per month late payment charge for any unpaid balance, 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.B(1). The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

## 2.10 Customer Complaints and Billing Disputes

### 2.10.1 General

- 2.10.1.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes. Billing disputes should be addressed to Company's customer service organization via telephone or in writing to the Company's Business Office. Customer service representatives are available from 9:00 AM to 5:00 PM Central Time. Messages may be left for Customer Service from 5:00 PM to 9:00 AM Central Time, which will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.10.1.2 The undisputed portions of the bill must be paid by the payment due date shown on the bill to avoid assessment of a late payment charge on the undisputed amount.

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2.10.2 Adjustments or Refunds to the Customer

2.10.2.1 In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

2.10.2.2 In the event the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

2.10.2.3 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

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## 2.11 Unresolved Billing Disputes

2.11.1 In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer can take the following course of action:

2.11.1.1 First, the Customer may request and the Company will provide an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.11.1.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

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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2.11.1.3 In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

2.11.2 The Company provides the following toll free number (1-888-436-3690) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

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## 2.12 Allowance for Interruptions in Service

2.12.1 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.

2.12.2 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.

### 2.12.3 Credit for Interruptions

2.12.3.1 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.

2.12.3.2 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.

2.12.3.3 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:

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- 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.

#### 2.12.3.4 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.

#### 2.12.4 Limitations on Credit Allowances

No credit allowance will be made for:

2.12.4.1 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;

2.12.4.2 Interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer-provided electric power;

2.12.4.3 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;

2.12.4.4 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

2.12.4.5 Interruptions of service due to circumstances or causes beyond the control of the Company.

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### 2.13 Taxes and Fees

- 2.13.1 Appropriate federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated, and shall be listed as separate line items on the customer's bill. All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.13.2 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.
- 2.13.3 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
- 2.13.4 Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

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## 2.14 Discontinuance of Service

2.14.1 Upon violation of any of the material terms or conditions for furnishing service, the Company shall mail or deliver written notice to the Customer at least ten (10) days before the date of the proposed suspension. When at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

2.14.2 Service may be suspended by written notice for any of the following reasons:

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

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

2.14.2.3 For failure of the customer to permit the Company to have reasonable access to its equipment.

2.14.2.4 Nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such 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 five (5) days, excluding Sundays and holidays in which to make settlement before his service is denied.

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

2.14.2.6 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.

2.14.2.7 By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service.

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- 2.14.2.8 Failure to post a required deposit or guarantee.
- 2.14.2.9 Unlawful use of the service or use of the service for unlawful purposes.
- 2.14.2.10 Violation of, or failure to comply with, any regulation or condition governing the furnishing of service.
- 2.14.2.11 If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.
- 2.14.2.12 If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.
- 2.14.3 The Company may suspend service without prior notice if it is based on an occurrence that endangers the safety of a person or appears likely to prove physically harmful to the service delivery system. At the time of suspension, the Company shall mail a notice of suspension to the Customer's billing address.
- 2.14.4 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.14.5 Denial of Service Without Notice

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

- 2.14.5.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.5.2 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.
- 2.14.5.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.5.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

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

#### 2.14.6 Insufficient Reasons for Denial of Service

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

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

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

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

2.14.6.1.D Failure to pay directory advertising charges;

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

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

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

2.14.5.1.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

[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

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(iv) Without disclosure of a material fact or by  
misrepresentations of a material fact].

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2.15 Restoration of Service

2.15.1 The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

2.16 Notice to Company For Cancellation Of Service

2.16.1 Customer may cancel service by providing written notice to Company five (5) days prior to cancellation.

2.16.2 Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

2.16.3 Any non-recoverable cost of Company expenditures shall be borne by the Customer if

2.16.3.1 Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

2.16.3.2 Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; or

2.16.3.3 Customer has ordered service and construction has either begun or has been completed, but no service provided.

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## 2.17 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

### 2.18 Unlawful Use of Service

2.18.1 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:

2.18.1.1 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

2.18.1.2 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.

2.18.2 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.

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### 2.19 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.

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## 2.20 Telephone Solicitation by Use of Recorded Messages

2.20.1 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.

## 2.21 Incomplete Calls

2.21.1 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.

## 2.22 Overcharge/Undercharge

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

2.22.2 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

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

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

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

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 - RATE SCHEDULES

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

###### 4.1.1 Service Description

###### Dedicated Point-To-Point PVC Transport Service

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 Customer’s RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customers’ RF signals into optical or other signals, and places those signals into a PVC that traverses Company 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 Information Rate

The Committed Information Rate (“CIR”) of a PVC is the amount of bandwidth selected by Customer to carry the traffic that is transported over the Company network and made available in Tiers (increments) of per PVC.

###### 4.1.2.2 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 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.

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Issued: April 1, 2020  
Issued by:

Effective: April 10, 2020

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#### 4. RATE SCHEDULE

##### 4.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (PVC) TRANSPORT SERVICE (CONT'D)

###### 4.1.2.3 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).

###### 4.1.2.4 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.

###### 4.1.2.5 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.

###### 4.1.2.6 Add/Drop Charges

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

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#### 4. RATE SCHEDULES (Cont'd)

##### 4.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (PVC) TRANSPORT SERVICE (CONT'D)

###### 4.1.2.7 Non-Recurring Rate Elements

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

###### 4.1.2.7.1 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.

###### 4.1.2.7.2 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 circuits or facilities not owned by Company, and/or (ii) non-standard interconnection requested by Customer, cannot reasonably be recovered by Company over the expected duration of service to Customer.

###### 4.1.2.7.3 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.

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## 4. RATE SCHEDULES (Cont'd)

4.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL  
CIRCUIT ("PVC") TRANSPORT SERVICE (CONT'D)

## 4.1.3 Rates

	<b>PVC RATE ELEMENT</b>	<b>MONTHLY RECURRING CHARGE</b>	<b>CHARGING BASIS</b>
	<b><u>RESERVED</u></b>		
	<b><u>COMMITTED INFORMATION RATES</u></b>		
	Tier 1: 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 5: 25 MHZ	\$2,725.00	Per Month Per POP
	Tier 6: 30 MHZ	\$2,875.00	Per Month Per POP
	Tier 7: 35 MHZ	\$3,025.00	Per Month Per POP
	Tier 8: 40 MHZ	\$3,175.00	Per Month Per POP
	Tier 9: 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><u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u></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><u>NON-RECURRING ELEMENTS</u></b>	<b><u>NON-RECURRING CHARGES</u></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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## 4. RATE SCHEDULES (Cont'd)

## SCHEDULE 2: COLLOCATION

## 4.2.1 Service Description

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises and within space allocated at the Company's Head Ends, in designated locations at such premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment.

## 4.2.2 Non-Recurring and Monthly Recurring Rates

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Effective: April 10, 2020

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#### 4. RATE SCHEDULES (Cont'd)

##### SCHEDULE 3: SPECIAL CONSTRUCTION

###### 4.3.1 Service Description

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance, Special Construction is undertaken:

where facilities are not presently available,

where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;

where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;

where the service is in a quantity greater than that which the Company would normally provide;

where service is requested on an expedited basis;

where service is requested on a temporary basis until permanent facilities are available;

where the service requested involves abnormal costs; or

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

###### 4.3.2 Non-Recurring and Monthly Recurring Rates

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#### 4. RATE SCHEDULES (Cont'd)

##### SCHEDULE 4: TIME AND MATERIALS SERVICE

###### 4.4.1 Service Description

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section 2 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 2 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges listed in Section 2 will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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4. RATE SCHEDULES (Cont'd)

SCHEDULE 4: TIME AND MATERIALS SERVICE (CONT'D)

4.4.2 Non-Recurring and Monthly Recurring Rates

ICB

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Issued: April 1, 2020  
Issued by:

Effective: April 10, 2020

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## 4. RATE SCHEDULES (Cont'd)

## SCHEDULE 5: INDIVIDUAL CASE BASIS ("ICB") PRICING ARRANGEMENTS

- 4.5.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis, taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Company's costs of providing the service. Such arrangements shall be considered Specialized Pricing Arrangements, the terms of which will be set forth in individual contracts or customer term agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated customers on comparable terms and conditions. Upon reasonable request, Company will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

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Effective: April 10, 2020

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## 4. RATE SCHEDULES (Cont'd)

## SCHEDULE 6: ETHERNET PRIVATE LINE SERVICE

## 4.6.1 Service Description

Ethernet E-Line is a point-to-point Ethernet circuit connecting dedicated Customer UNI's. E-Line may be configured as i) Point-to-Point, or ii) Virtual Private Line allowing for both point-to-point and point-to-multipoint connectivity. Different amounts of bandwidth are available ranging from the circuit may be configured in an unprotected fashion or with increasing degrees of diversity to achieve a fully protected circuit.

4.6.2 SLA's LEVELS FOR EACH CATEGORY OF PROTECTION

SLA Code	Protection	Availability	Latency	Average Packet Loss	MTTR
SLAC-1	Single Path (Unprotected)	99.9%	10 msec	0.01%	8 hours
SLAC-2	Gear/Power Diverse (Partially Protected)	99.99%	8 msec	0.01%	8 hours
SLAC-3	Fully Protected (Gear/Power/Path)	99.999%	6 msec	0.005%	4 hours

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#### 4. RATE SCHEDULES (Cont'd)

##### SCHEDULE 6: ETHERNET PRIVATE LINE SERVICE (CONT'D)

###### 4.6.2 SLA's LEVELS FOR EACH CATEGORY OF PROTECTION (Cont'd)

Availability is measured on a monthly basis and is the number of minutes the Service is available divided by the total number of minutes in the month (using a 30-day month for each month regardless of the number of days in a particular month).

Latency is measured as an average delay over an outgoing and return (or round-trip) trip of communications packets over the course of a calendar month (using a 30-day month for each month regardless of the number of days in a particular month) on the HFN Network.

Packet Loss is measured as the number of packets not delivered divided by the total number of packets sent, and expressed as a percentage. The SLA Level from Table 1 is the average of 15 minute samples taken on the HFN Network during the course of a calendar month (using a 30-day month for each month regardless of the number of days in a particular month).

MTTR is the mean time to repair and is measured in hours, beginning at the point when HFN is afforded access to network facilities for repair

###### 4.6.3 Non-Recurring and Monthly Recurring Rates

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Issued: April 1, 2020  
Issued by:

Effective: April 10, 2020

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#### 4. RATE SCHEDULES (Cont'd)

##### SCHEDULE 7: OPTICAL WAVELENGTH SERVICE

###### 4.7.1 Service Description

Optical Wavelength Service (“OWS”) is a wavelength division multiplexing service that offers flexibility in both bandwidth rates and configuration options to meet data communication needs. OWS can be configured in the following options

LAN PHY; WAN PHY; Point-to-Point; and Protected Ring with Add/Drop Capability utilizing optical add/drop multiplexing.

###### BANDWIDTH

1 Gbps  
2.5 Gbps  
10 Gbps  
100 Gbps  
200 Gbps

Availability is measured on a monthly basis and is the number of minutes the Service is available divided by the total number of minutes in the month (using a 30-day month for each month regardless of the number of days in a particular month).

Latency is measured as an average delay over an outgoing and return (or round-trip) trip of communications packets over the course of a calendar month (using a 30-day month for each month regardless of the number of days in a particular month) on the HFN Network.

Packet Loss is measured as the number of packets not delivered divided by the total number of packets sent, and expressed as a percentage.

MTTR is the mean time to repair and is measured in hours, beginning at the point when HFN is afforded access to network facilities for repair.

###### 4.7.2 Non-Recurring and Monthly Recurring Rates

ICB

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Issued: April 1, 2020  
Issued by:

Effective: April 10, 2020

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#### 4. RATE SCHEDULES (Cont'd)

##### SCHEDULE 8: ETHERNET E-ACCESS SERVICE

###### 4.8.1 Service Description

Ethernet E-Access Services may be configured as a private line service or a virtual private line service. Different amounts of bandwidth are and the circuit may be configured in an unprotected fashion or with increasing degrees of diversity to achieve a fully protected circuit.

Availability is measured on a monthly basis and is the number of minutes the Service is available divided by the total number of minutes in the month (using a 30-day month for each month regardless of the number of days in a particular month).

Latency is measured as an average delay over an outgoing and return (or round-trip) trip of communications packets over the course of a calendar month (using a 30-day month for each month regardless of the number of days in a particular month) on the HFNT Network.

Packet Loss is measured as the number of packets not delivered divided by the total number of packets sent, and expressed as a percentage. MTTR is the mean time to repair and is measured in hours, beginning at the point when HFNT is afforded access to network facilities for repair.

###### 4.8.2 Non-Recurring and Monthly Recurring Rates

ICB

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Issued: April 1, 2020  
Issued by:

Effective: April 10, 2020

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#### 4. RATE SCHEDULES (Cont'd)

##### SCHEDULE 9: IP SERVICE

###### 4.9.1 Service Description

IP Service utilizes IP for both i) Dedicated Internet Access Service (DIA Service) with a dedicated Ethernet circuit connecting the Customer premises to an IP router and ii) Transit Service. A range of bandwidth for each service type is available.

Availability is measured on a monthly basis and is the number of minutes the Service is available divided by the total number of minutes in the month (using a 30-day month for each month regardless of the number of days in a particular month).

Latency is measured as an average delay over an outgoing and return (or round-trip) trip of communications packets over the course of a calendar month (using a 30-day month for each month regardless of the number of days in a particular month) on the HFN Network.

Packet Loss is measured as the number of packets not delivered divided by the total number of packets sent, and expressed as a percentage.

MTTR is the mean time to repair and is measured in hours, beginning at the point when HFN is afforded access to network facilities for repair.

###### 4.9.2 Non-Recurring and Monthly Recurring Rates

ICB

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Issued by:

Effective: April 10, 2020

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4. RATE SCHEDULES (Cont'd)

SCHEDULE 10: DEDICATED TRANSPORT SERVICE

4.10.1 Service Description

General

4.10.1.1 Calculation of Distance

Charges for all mileage sensitive dedicated transport Service(s) are based on the actual fiber mileage between the originating and terminating locations of the service.

4.10.1.2 Standard Pricing Plan Description

1. Recurring Charges

Recurring charges for Dedicated Transport Service are priced on an ICB arrangement and reflect the unique service needs of the Customer.

Recurring charges will vary based on the service location, capacity of service, distance of service and the Term selected.

Recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

2. Term

Recurring charges for Service(s) purchased for a Term will be fixed for the life of the Term.

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## 4. RATE SCHEDULES (Cont'd)

## SCHEDULE 10: DEDICATED TRANSPORT SERVICE (Cont'd)

## 4.10.1 Service Description (Cont'd)

4.10.1.3 Orders; Changes in Orders; Order Cancellation Policy

The Company will provide a Service Order agreement for the placement and acceptance of Customer orders for Service. If the Customer changes the order, a change order charge will apply, based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for the amounts due for the entire Term of the Service Order. Additional credits, charges and/or costs may apply as set forth in an ICB arrangement included in or incorporated by the Service Order.

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Effective: April 10, 2020

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4. RATE SCHEDULES (Cont'd)

SCHEDULE 11: DARK FIBER SERVICE

4.11.1 Service Description

Dark Fiber Service is a Private Line Service which is Customer monitored and provided on a multi-point basis between the Customer designated premises and a Company designated POP and a Customer designated POP and can be provided with segments independent of the Incumbent Local Exchange Carrier's Local Network.

The Company shall lease to the Customer and grant exclusive use of the Customer Fibers to Customer for the Service Order Term as more particularly described in the applicable Service Order, following the delivery and Acceptance of the Customer Fibers.

4.11.2 Non-Recurring and Monthly Recurring Rates

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Issued: April 1, 2020  
Issued by:

Effective: April 10, 2020

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#### 4. RATE SCHEDULES (Cont'd)

##### SCHEDULE 12: DIRECT LOCAL TRANSPORT SERVICE

4.12.1 Direct Local Transport Service is a Private Line Service provided on a two-point basis between a Customer designated premises; and a Company designated POP and a Customer designated POP. Direct Local Transport Service is provided only where facilities are available. If equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge will apply in addition to the rates for Direct Local Transport Service. Direct Local Transport Service is furnished on a full time basis, 24 hours a day, seven days a week.

##### 4.12.2 Non-Recurring and Monthly Recurring Rates

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Issued: April 1, 2020  
Issued by:

Effective: April 10, 2020

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## ~~5. INTRALATA TOLL PRESUBSCRIPTION~~

### ~~5.1 General~~

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

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

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

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

### ~~5.2 Presubscription Charge Application~~

#### ~~5.2.1 Initial Free Presubscription Choice for New Users~~

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

~~Initial free selections available to new end user are:~~

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Issued: April 1, 2020

Effective: April 10, 2020

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

#### ~~5.2.2 Charge for IntraLATA Toll Presubscription~~

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

#### ~~5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP~~

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

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~~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 on the situation described:~~

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

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

~~5.3.2 Verification of Orders for Telemarketing~~

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

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

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

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

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

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

~~5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change~~

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Issued: April 1, 2020

Effective: April 10, 2020

Issued by:

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~~order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).~~

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

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

#### ~~5.4 — PIC Switchback Options~~

~~**(COMPANY MAY OFFER SWITCHBACK OPTIONS AT ITS ELECTION, IF IT ELECTS NOT TO, REMOVE THIS SECTION)**~~

~~5.4.1 — Customer denies requesting change of ITP.~~

~~When the 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.~~

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

~~5.4.1.1 — Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or~~

~~5.4.1.2 — 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 Maryland 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.~~

~~When the 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~~

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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 ~~IntraLATA Preferred Carrier Freeze Selection (IF OFFERED. IF NOT, REMOVE THIS SECTION)~~

The Company will ~~offer (or offers)~~ **CHOOSE ONE** a preferred carrier freeze option to all customers on a nondiscriminatory basis regardless of the customer's carrier selection at ~~no charge (or specify charge)~~ **CHOOSE ONE** to the end user. The preferred carrier freeze option prevents a change in the end user's IntraLATA toll provider unless the end users request a change in carrier.

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

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

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

Marketing of PIC Freeze Option

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

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~~5.6 Informational Notice to Customers~~

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

~~5.7 Rates and Charges~~

~~5.7.1 Charge for ITP Carrier Change \$ (SPECIFY RATE)~~

~~5.7.2 Charge for Switchback Carrier Change \$ (SPECIFY RATE)~~

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