

Effective: March 29, 2023

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Facilities-Based and Resold Local Exchange  
Telecommunications Services Furnished by  
EarthGrid Public Benefit Corporation a/k/a EarthGrid PBC  
Between Points Within the State of Maryland

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**CHECK SHEET**

All sheets inclusive of this price guide are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price guide and are currently in effect as of the date on the top 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 Price Guide

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

### 1.3 Definitions

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

### 2.1 Undertaking of the Company

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

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

### 2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

2.2.2 The payment of all applicable charges pursuant to this price guide.

2.2.3 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.4 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.

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

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

- 2.2.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.7 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.8 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 2.2.9 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.
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## 2. RULES AND REGULATIONS, (CONT'D.)

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

2.2.10 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.2.11 The Company's services (as detailed in this price guide) 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 price guides or contracts which are applicable to such connections.

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

### 2.3 Liability of the Company

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

#### 2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

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

### 2.3 Liability of the Company, (Cont'd.)

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

#### 2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

#### 2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

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

### 2.3 Liability of the Company, (Cont'd.)

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

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

#### 2.3.6 Service at Outdoor Locations

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

#### 2.3.7 Warranties

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

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 price guide shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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

### 2.4 Application for Service

#### 2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to Customers to the day the succeeding directory is first distributed to Customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

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

### 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;

- A. The total costs of installing and removing such facilities; or
- B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this price guide 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 price guide.

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

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

### 2.5 Payment for Service, (Cont'd.)

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

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

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

### 2.6 Customer Deposits

#### 2.6.1 Reserved for Future Use

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

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

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

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

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

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

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

## 2.6 Customer Deposits, (Cont'd.)

- 2.6.4 The Carrier agrees to abide by the regulations associated with residential Customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.
- 2.6.5 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- 2.6.5.1 Was a Customer of a Maryland utility within the preceding 2 years;
  - 2.6.5.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.5.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
  - 2.6.5.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.6 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.7 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential Customers) or COMAR 20.30.02.04 (for residential Customers) as appropriate.
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## 2. RULES AND REGULATIONS, (CONT'D.)

### 2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a Customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential Customers and within 15 days of the billing invoice date in the case of all non-residential Customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

### 2.8 Customer Complaints and Billing Disputes

- 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
  - 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:
    - Office of External Relations
    - Maryland Public Service Commission
    - 6 St. Paul Street
    - Baltimore, MD 21202
    - 410-767-8028 (Office of External Relations)
    - 410-767-8000 (Main PSC number)
    - 1-800-492-0474 (Toll-free PSC number)
  - 2.8.3 The Company provides the following toll free number 1-888-773-9722 for Customers to contact the carrier in accordance with COMAR 20.45.04.02.B.
  - 2.8.4 The Company will not collect attorney fees or court costs from Customers.
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## 2. RULES AND REGULATIONS, (CONT'D.)

### 2.9 Allowance for Interruptions in Service

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.9.2 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this price guide 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 price guide.

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

#### 2.9.4 Credit for Interruptions

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

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

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

### 2.9 Allowance for Interruptions in Service, (Cont'd.)

#### 2.9.4 Credit for Interruptions, (Cont'd.)

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

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

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

#### 2.9.5 Limitations on Allowances.

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

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

## 2.9 Allowance for Interruptions in Service, (Cont'd.)

## 2.9.5 Limitations on Allowances, (Cont'd.)

## 2.9.5.2 No credit allowances will be made for:

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

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

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

### 2.9 Allowance for Interruptions in Service, (Cont'd.)

#### 2.9.6 Use of Another Means of Communications

2.9.6.1 If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

### 2.10 Taxes and Fees

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

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

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

### 2.11 Returned Check Charge

2.11.1 The charge for a returned check is \$25.00

### 2.12 Directory Assistance Call Allowance

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

### 2.13 Special Customer Arrangements

2.13.1 In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this price guide, 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.

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

### 2.14 Termination of Service:

#### 2.14.1 Denial of Service Without Notice

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

- 2.14.1.1 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

#### 2.14.2 Denial of Service Requiring Notice

- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the Customer of its intent, in writing, to deny service and has allowed the Customer a reasonable time of not less than 10 days in which to remove the cause for denial:
    - 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 price guides on file with the Commission.
    - B. Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
    - C. Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.
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## 2. RULES AND REGULATIONS, (CONT'D.)

## 2.14 Termination of Service, (Cont'd.)

## 2.14.2 Denial of Service Requiring Notice, (Cont'd.)

## 2.14.2.1 (Cont'd.)

## D. Non-payment of Bill.

- D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of his account is not made and provided the Customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
- D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days' notice may be given if necessary to protect the Company's revenues.
- D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
- D.4 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- D.6 Failure to Pay Increased Deposit Required. For failure of the Customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.
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Effective: March 29, 2023

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

## 2.14 Termination of Service, (Cont'd.)

## 2.14.3 Insufficient Reasons for Denial of Service

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

- A. Failure of a prior Customer to pay for service at the premises to be serviced;
  - B. Failure to pay for a different class of service for a different entity;
  - C. Failure to pay the bill of another Customer as guarantor of that bill;
  - D. Failure to pay directory advertising charges;
  - E. Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
  - F. Failure to pay an outstanding bill that is over 7 years old, unless the:
    - F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
    - F.2 Outstanding bill is for service obtained by the Customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
    - F.3 Outstanding bill is for service obtained by the Customer by means of an application made in a fictitious name,
      - (i) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
      - (ii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
      - (iii) Without disclosure of a material fact or by misrepresentations of a material fact.
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Effective: March 29, 2023

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

### 2.14 Termination of Service, (Cont'd.)

2.14.3.2 This regulation applies to both residential and nonresidential classes of service.

### 2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

### 2.16 Interference with or Impairment of Service

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

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Effective: March 29, 2023

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

2.17 Telephone Solicitation by Use of Recorded Messages

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

2.18 Incomplete Calls

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

2.19 Overcharge/Undercharge

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

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

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Effective: March 29, 2023

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### 3. DESCRIPTION OF SERVICES

#### 3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise price guide, 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.

3.1.2 The Company will provide TDM services if requested based on availability of equipment and services.

#### 3.2 Promotional Offerings

3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval. The Company may file a promotional offering on one days notice to the Commission.

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

3.3.1 The price guide may not specify the price of a service in the price guide as “ICB. The Company may or may not have an equivalent service in its the price guide on file with the Commission, and the quoted ICB rates may be different than the price guided 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 price guided 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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Effective: March 29, 2023

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4. CALCULATION OF RATES AND CHARGES

4.1 Calculation of Rates

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

4.1.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

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

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Effective: March 29, 2023

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5. RATES AND CHARGES

5.1. Rate Elements

5.1.1. Nonrecurring and monthly recurring rates apply and vary for each service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.

5.2. Rates

5.2.1. Company Ethernet Transport Rates

Rates shall be set primarily on an ICB basis at an average of approximately One Hundred- Fifty Thousand Dollars (\$150,000.00) per route mile for special construction and on an ICB basis between 1G to 100G.

5.3. Labor Rates

The following rates are labor rates for services not covered in ICB scope of work:

Network Engineer:	\$195 per hour
Field Engineer:	\$125 per hour