

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

**Metropolitan Telecommunications of DE LLC**

**PRODUCT GUIDE APPLICABLE TO**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**PROVIDED BY**

**METROPOLITAN TELECOMMUNICATIONS CORPORATION OF DE  
LLC**

**55 Water Street, 32<sup>nd</sup> Floor  
New York, NY 10041**

This product guide contains the services, descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Metropolitan Telecommunications of DE LLC with principal offices at 55 Water Street, 32<sup>nd</sup> Floor, New York, NY 10041 for services furnished within the State of Delaware.

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PRODUCT GUIDE FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Product Guide. 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. 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 revision to a page is made, the Check Sheet(s) is updated Check Sheet is prepared. The Check Sheet lists the pages contained in the Product Guide, 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 Product Guide user should refer to the latest Check Sheet to find out if a particular page is the most current on file.

CHECK SHEET

Pages 1 through 90 inclusive of this Product Guide are effective as of the date shown at the bottom of the respective pages(s). Original pages as named below comprise the Product Guide currently in effect as of the date on the bottom of this page.

<b>Page</b>	<b>Revision</b>	<b>Page</b>	<b>Revision</b>	<b>Page</b>	<b>Revision</b>
Title	Original	31	Original	62	Original
1	Original	32	Original	63	Original
2	19 <sup>th</sup> Revised*	33	Original	64	Original
3	2 <sup>nd</sup> Revised	34	1 <sup>st</sup> Revised	65	4 <sup>th</sup> Revised
4	3 <sup>rd</sup> Revised	35	2 <sup>nd</sup> Revised	67	Original
5	Original	36	2 <sup>nd</sup> Revised	68	Original
6	Original	37	Original	70	Original
7	Original	38	Original	71	Original
8	Original	39	Original	72	Original
9	Original	40	Original	73	Original
10	Original	41	Original	74	Original
11	Original	42	Original	75	Original
12	Original	43	1 <sup>st</sup> Revised	76	1 <sup>st</sup> Revised
13	Original	44	Original	77	1 <sup>st</sup> Revised
14	Original	45	Original	78	4 <sup>th</sup> Revised*
15	Original	46	Original	79	9 <sup>th</sup> Revised
16	1 <sup>st</sup> Revised	47	1 <sup>st</sup> Revised	80	11 <sup>th</sup> Revised
17	Original	48	Original	80.1	1 <sup>st</sup> Revised
18	Original	49	Original	81	13 <sup>th</sup> Revised*
19	Original	50	1 <sup>st</sup> Revised	82	9 <sup>th</sup> Revised*
20	Original	51	1 <sup>st</sup> Revised	83	Original
21	1 <sup>st</sup> Revised	52	Original	84	5 <sup>th</sup> Revised
22	Original	53	Original	84.1	Original
23	Original	54	Original	84.2	1 <sup>st</sup> Revised
24	Original	55	Original	85	Original
25	Original	56	Original	86	Original
26	Original	57	Original	87	1 <sup>st</sup> Revised
27	Original	58	Original	88	1 <sup>st</sup> Revised
28	Original	59	Original	89	9 <sup>th</sup> Revised
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### 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

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1.2 EXPLANATION OF TERMS

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

BIT

The smallest unit of information in the binary system of notation.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

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#### CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

#### CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

#### CHANNEL CONVERSION

The termination of 1.544 Mbps Service at a customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the customer.

#### CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

#### COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable of two-way communications between subscriber - provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications.

#### COMPANY

*METROPOLITAN TELECOMMUNICATIONS OF DE LLC*, unless otherwise clearly indicated from the context.

#### CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Product Guide and utilizes service provided under Product Guide by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Product Guide.



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#### CUSTOMER PREMISES EQUIPMENT (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

#### DEFAULT ROUTING ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

#### DEMARCATIION POINT

The physical dividing point between the Company's network and the customer.

#### DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

#### DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

#### DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

#### DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

#### DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

#### EMERGENCY SERVICE NUMBER ("ESN")

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.

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#### E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

#### E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

#### ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

#### EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

#### EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

#### EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

#### FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

#### FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

#### GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

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### HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

### HOTEL

An establishment offering lodging with or without meals to the general public on a day-to-day basis.

### INCOMING SERVICE GROUP

Two or more central office lines arranged so that a call to the first line is completed to a succeeding line in the group when the first line is in use.

### INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

### INTEROFFICE MILEAGE

The segment of a line that extends between the central offices serving the originating and terminating points.

### INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

### KILOBIT

One thousand bits.

### LATA

Local Access and Transport Area. The area within which the Company provides local service. For calls to numbers outside this area ("interLATA") service is provided by long distance companies.

### LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

### LEASED CHANNEL

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

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#### LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

#### LOCAL CALLING AREA

The area, consisting of one or more exchanges, within which a subscriber for exchange service may make telephone calls without a toll charge.

#### LOCAL SERVICE

Telephone exchange service within a local calling area.

#### LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

#### LOOPS

Segments of a line that extend from the serving central office to the originating and to the terminating point.

#### MEGABIT

One million bits.

#### MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

#### MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

#### MULTI-FREQUENCY ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

#### MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

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## NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

## NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

## NODE

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

## PBX

A private branch exchange.

## PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

## PREMISES

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

## PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

## PUBLIC ACCESS LINE SERVICE

Service providing facilities for a customer owned coin operated telephone ("COCOT").

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**PUBLIC SAFETY ANSWERING POINT ("PSAP")**

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

**RATE CENTER**

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

**REFERRAL PERIOD**

The time frame during which calls to a number that has been changed will be sent to a recording that will inform the caller of the new number.

**RESALE OF SERVICE**

The subscription to communications service and facilities by one entity and the re-offering of communications service to others (with or without `adding value') for profit.

**SAME PREMISES**

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

**SELECTIVE ROUTING ("SR")**

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

**SERVING CENTRAL OFFICE**

The central office from which local service is furnished.

**SHARING**

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

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## STATION

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

## SUSPENSION

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

## SYNCHRONOUS

Transmission in which there is a constant time interval between bits, characters or events.

## T-1 SYSTEM

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

## TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

## TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes.

## TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

## TIE LINE

A dedicated line connecting two switchboards or dial systems.

## TIME PERIOD

<b>Rate Periods</b>	<b>From</b>	<b>To, but not Including</b>	<b>Days</b>
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 p.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

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.

## TOLL CALL

Any call extending beyond the local exchange of the originating caller is rated on a toll schedule by the Company.

## TONE DIAL SIGNALING ("TD")

An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

## TWO-WAY

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

## USER

A customer or any other person authorized by a customer to use service provided under this Product Guide.



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### 1.3 APPLICATION OF THE PRODUCT GUIDE

This Product Guide sets forth the regulations and rates applicable to services provided by *METROPOLITAN TELECOMMUNICATIONS OF DE LLC*. The Company may be reached at 1-877-638-2491. The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within Delaware. Specific services and rates are described elsewhere in this Product Guide.

#### 1.3.1 Service Territory

*METROPOLITAN TELECOMMUNICATIONS OF DE LLC* will provide service in the areas where interconnection agreements have been signed with the incumbent local exchange carrier. Calling areas are consistent with Verizon-Delaware's Service Areas.

#### 1.3.2 Availability

Service is available where facilities and State of Delaware Public Service Commission regulations permit. The Company's services are available to business customers. (C)

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## 2. GENERAL RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Product Guide until the indebtedness is satisfied.

#### 2.1 USE OF FACILITIES AND SERVICE (Cont'd)

##### a. Indemnification by Customer

The customer and any authorized users, jointly and together shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer.

##### b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

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GENERAL RULES AND REGULATIONS (Cont'd)

## 2.1 USE OF FACILITIES AND SERVICE (Cont'd)

## c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

## d. Defacement of Premises

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

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

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 negligence or willful misconduct of the Company

## f. Service at Outdoor Locations

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.

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GENERAL RULES AND REGULATIONS (Cont'd)

## 2.1 USE OF FACILITIES AND SERVICE (Cont'd)

## 2.1.3 Use of Service

Any service provided under this Product Guide may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Product Guide, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

## 2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

## 2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. The Company depends on interconnection agreements with incumbent local exchange carriers to provide directory services and will assume no liability for actions, errors or mistakes of the other parties involved in providing directory services which is beyond the Company's direct control.

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GENERAL RULES AND REGULATIONS (Cont'd)

## 2.1 USE OF FACILITIES AND SERVICE (Cont'd)

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

## 2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Product Guide. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period.

The length of minimum contract period for directory listings 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

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

## 2.3 Cancellation of Service

- a. 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 charge from a supplying carrier, if any, prior to the construction
- b. Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the monthly charges for the entire initial contract period of the service ordered by the customer as provided in this Product Guide plus the full amount of any applicable installation and termination charges applies.

## 2.4 PAYMENT FOR SERVICE RENDERED

## 2.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

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GENERAL RULES AND REGULATIONS (Cont'd)

## 2.4.2 Deposits

- a. The Company agrees to abide by the regulations associated with nonresidential customer deposits. (D)  
(D)
- b. In order to establish credit, the Company may require an applicant for service to demonstrate good paying habits by showing that the applicant:
  - 1. Was a customer of a Delaware utility for at least 12 months within the preceding 2 years (non-residential); (C)  
(D)
  - 2. Does not currently owe any outstanding bills for utility service to a utility doing business in Delaware;
  - 3. Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
  - 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.
- c. (D)  
|  
|  
(D)
- d. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- e. Customers who make a deposit for service will receive interest, at the average rate of one year Treasury Bills for the previous year, for the period the deposit was held.

## 2.4.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. A bill will be deemed correct and binding upon the customer unless the Company has been notified of a dispute within thirty (30) days of the bill due date.

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GENERAL RULES AND REGULATIONS (Cont'd)

## 2.4.4 Return Check Charge

When a check is presented to the Company by a customer for payment and the check is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$35.00.

## 2.4.5 Customer Complaints and Billing Disputes

1. Customers may notify the Company of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
2. Suspension or termination is prohibited until the resolution of the dispute.
3. Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:  
Delaware Public Service Commission  
861 Silver Lake Blvd.  
Cannon Building, Suite 100  
Dover, DE 19904

## 2.4.6 Late Payment Charges

- a. A late payment charge on an overdue bill may be charged on the unpaid balance of the bill at a monthly rate not to exceed 1.25%.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. 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 all non-residential customers.
- d. Late payment fees will be computed at a rate not to exceed 1.25% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges.

## 2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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GENERAL RULES AND REGULATIONS (Cont'd)

## 2.6 TELEPHONE SURCHARGES

In addition to the rates and charges applicable according to the rules and regulations of this Product Guide, various surcharges may apply to the customer's monthly bill statement.

## 2.7 TERMINATION OF SERVICE

## a. Denial of Service without Notice

1. The Company may discontinue service without notice for any of the following reasons:
  - (i) Hazardous Condition For a condition on the customer's premises determined by the Company to be hazardous
  - (ii) 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.
  - (iii) Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
  - (iv) Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
  - (v) Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

## b. Denial of Service Requiring Notice

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.
  - (i) Non-compliance with Regulations. For violation of or non compliance with regulations contained in the Public Utilities Code 64.61, or for violation of or non-compliance with the Company's Product Guide.
  - (ii) Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Delaware Public Service Commission.
  - (iii) Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.



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GENERAL RULES AND REGULATIONS (Cont'd)

## 2.7 Termination of Service (cont'd)

- (iv) Non - payment of telephone bill.
  - a. 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 7 days, excluding Sundays and holidays in which to make settlement before his service is denied.
  - b. In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 7 days notice may be given if necessary to protect the Company's revenues
  - c. 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. 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.
  - e. Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
  - f. 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.

## c. Insufficient Reasons for Denial of Service

- 1. The following may not constitute cause for refusal of service to a present or prospective customer:
  - (i) Failure of a prior customer to pay for service at the premises to be serviced;
  - (ii) Failure to pay for a different class of service for a different entity;
  - (iii) Failure to pay the bill of another customer as guarantor of that bill;
  - (iv) Failure to pay directory advertising charges;
  - (v) Failure to pay an undercharge; or
  - (vi) Failure to pay an outstanding bill that is over 7 years old, unless the:
    - a. Customer signed an agreement to pay the outstanding bill before the expiration of this period;

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GENERAL RULES AND REGULATIONS (Cont'd)

## 2.7 Termination of Service (cont'd)

- b. 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
- c. 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
  - (v) Without disclosure of a material fact or by misrepresentations of a material fact.

## 2.8 UNLAWFUL USE OF SERVICE

- a) 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:
  - 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. 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 restoration of service charges and other applicable service charges, the Company shall promptly restore such service

## 2.9 IMPAIRMENT OF SERVICE AND ALLOWANCE FOR SERVICE FAILURE

- a. 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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GENERAL RULES AND REGULATIONS (Cont'd)

## 2.9 IMPAIRMENT OF SERVICE AND ALLOWANCE FOR SERVICE FAILURE (Cont'd)

- b. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, and billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service.

## 2.10 TELEPHONE SOLICITATION BY USE OF RECORDED MESSAGES

- a. Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of non-requested 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.

## 2.11 INCOMPLETE CALLS

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.

## 2.12 OVERCHARGE/UNDERCHARGE

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

## 2.13 TELEPHONE NUMBER AND DISHONORED CHECKS

## 2.13.1 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is at least 180 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 4.6 of this Product Guide.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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**2. GENERAL RULES AND REGULATIONS (Cont'd)****2.13 TELEPHONE NUMBER AND DISHONORED CHECKS (Cont'd)****2.13.2 Dishonored Checks**

If a customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

**3. CONNECTION CHARGES****3.1 CONNECTION CHARGE****3.1.1 General**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

**3.1.2 Exceptions to the Charge**

- a. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 4.1.

**3.1.3 Rates and Charges**

The Connection Charge is contained in the Rate Schedule at the end of this Product Guide.

**3.2 RESTORAL CHARGE**

A restoration charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Product Guide. Restoration charges are found in the Rate Schedule at the end of this Product Guide.

**3.3 MOVES, ADDITIONS AND CHANGES**

- 3.3.1 The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

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### 3. **CONNECTION CHARGES** (Cont'd)

#### 3.3 MOVES, ADDITIONS AND CHANGES (Cont'd)

3.3.2 The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change, including rearrangement or reclassification of existing service at the same location.

The rates and charges for Moves, Additions and Changes are contained in the Rate Schedule at the end of this Product Guide.

#### 3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

##### 3.4.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

2 to 6 pair inside wire  
Faceplates  
RJ11C, RJ14C, RJ11W and RJ14W type station jacks  
Staples, screws, nail, tape, connectors, etc.

##### 3.4.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided

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**3. CONNECTION CHARGES (Cont'd)**

3.4.2 Trouble Isolation Charge (Cont'd)  
equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

3.4.3 Rates and Charges  
Rates and charges associated with a premise visit are priced outside of the Product Guide and the descriptions shown above are included in the Product Guide for informational purposes only.

**3.5 INTRALATA TOLL PRESUBSCRIPTION****3.5.1 General**

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

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

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

Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the following terms and conditions.

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**3. CONNECTION CHARGES (Cont'd)****3.5.2 Presubscription Charge Application****3.5.2.1 90-Day Initial Free Presubscription choice for Existing Users**

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

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.

Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.

Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in the Rate Schedule Section (3.5) following.

**3.5.2.2 Initial Free Presubscription Choice for New Users**

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

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

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.

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### 3. CONNECTION CHARGES (Cont'd)

#### 3.5 INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

##### 3.5.2 Presubscription Charge Application (Cont'd)

###### 3.5.2.2 Initial Free Presubscription Choice for New User (Cont'd)

Choosing no carrier as a primary carrier, thus requiring 1010-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.

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 this Product Guide.

###### 3.5.2.3 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 the Rate Schedule Section 3.5.

3.5.2.4 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 or Pay Telephone Service Providers who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users or Pay Telephone Service Providers that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to Company that this activity has taken place.

##### 3.5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")

3.5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described. A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone 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.



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**3. CONNECTION CHARGES (Cont'd)****3.5 INTRALATA TOLL PRESUBSCRIPTION (Cont'd)****3.5.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”) (Cont'd)****3.5.3.2 Verification of Orders for Telemarketing**

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

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

3.5.3.2.1. A The customer’s billing name and address and each telephone number to be covered by the PIC change order

3.5.3.2.1. B The decision to change the PIC to the ITP; and

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

3.5.3.2.2 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 (A) preceding to confirm the authorization; or

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

3.5.3.3 The Company will follow the Federal Communications Commission’s and the Delaware Public Service Commission’s (if issued) regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes

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**3. CONNECTION CHARGES (Cont'd)****3.5 INTRALATA TOLL PRESUBSCRIPTION (Cont'd)****3.5.4 IntraLATA Preferred Carrier Freeze Selection**

The Company offers a preferred carrier freeze option to all customers on a nondiscriminatory basis regardless of the customer's carrier selection at no charge to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end user requests a removal of the freeze.

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 Delaware 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 Delaware Public Utility Commission (if issued). 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

**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 Product Guide. However, the freeze option is available during that period on Customer request.

**3.5.5 Primary Interexchange (PIC) Carrier Change Charge**

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

The Primary Interexchange Carrier Change Charge is contained in the Rate Schedule at the end of this Product Guide.

**4. SUPPLEMENTAL SERVICES**

**4.1 PROMOTIONAL TRIALS**

**4.1.1 General**

The Company may establish temporary promotional programs not to exceed 6 months wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

**4.1.2 Regulations**

- a. Appropriate notification of the Trial will be made to all eligible customers. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- b. The Company retains the right to limit the size and scope of a Promotional Trial.

**4.2 Reserved for Future Use**

(D)

(D)

**4. SUPPLEMENTAL SERVICES (Cont'd)**

4.2 Reserved for Future Use (Cont'd)

4.3 DIRECTORY ASSISTANCE SERVICE

4.3.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

4.3.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- a. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- b. Requests from an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.
- c.

(D)  
(D)

4.3.3 Rates

The Directory Assistance Charge is contained in the Rate Schedule at the end of this Product Guide.

4.4 Reserved for Future Use

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#### 4. SUPPLEMENTAL SERVICES (Cont'd)

##### 4.4 Reserved for Future Use (Cont'd)

##### 4.5 BLOCKING SERVICE

###### 4.5.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to business customers: (C)

- a. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.

###### 4.5.2 Regulations

- a. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- b. Blocking Service is available where equipment and facilities permit.

###### 4.5.3 Rates and Charges

- a. Recurring and Nonrecurring Charges

Rates and charges are contained in the Rate Schedule at the end of this Product Guide. The Blocking rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

##### 4.6 CUSTOMIZED NUMBER SERVICE

###### 4.6.1 General

- a. Customized Number Service allows a customer to order a specified telephone number rather than the next available number.

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**4. SUPPLEMENTAL SERVICES** (Cont'd)

## 4.6 CUSTOMIZED NUMBER SERVICE (Cont'd)

- b. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- c. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the customer.
- d. When a new customer assumes an existing service which includes Customized Number Service, the new customer may keep the Customized Number, at the Product Guide rate, with the written consent of the Company and the former customer.
- e. The Company reserves and retains the right:
  - 1. To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
  - 2. Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Product Guide;
  - 3. To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
  - 4. The limitation of liability provisions of this Product Guide in Section 2.1.1 are applicable to Customized Number Service.

## 4.6.2 Conditions

## 4.6.2.1 Charges for Customized Number Service apply when a customer:

- 1. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
- 2. Requests a number change from the customer's present number to a Customized Number.

- 4.6.2.2 The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

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**4. SUPPLEMENTAL SERVICES (Cont'd)****4.6 CUSTOMIZED NUMBER SERVICE (Cont'd)****4.6.3 Rates**

Rates and charges for Customized Number Service are contained in the Rate Schedule at the end of this Product Guide.

**4.7 MISCELLANEOUS FEATURES****4.7.1 Anonymous Call Rejection**

Anonymous Call Rejection allows a customer with Calling Number Delivery to block any incoming call which does not come through with an identifiable name or number.

**4.7.2 Automatic Recall – Return Call**

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls. Per-activation use of Return Call may be blocked at the customer's request. A rate for such blocking will apply for Business customers.

**4.7.3 Automatic Redial – Repeat Call**

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer. Per-activation use of Repeat Call may be blocked at the customer's request. A rate for such blocking will apply for Business customers.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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#### 4. **SUPPLEMENTAL SERVICES** (Cont'd)

##### 4.7 MISCELLANEOUS FEATURES (Cont'd)

###### 4.7.4 Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

###### 4.7.5 Caller ID

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

###### 4.7.6 Identaring Distinctive Ringing

Identaring Distinctive Ringing provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers. The customer creates a screening list of up to six telephone numbers. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern (short, long, short). Calls from telephone numbers not included on the screening list will produce a normal ring. The screening list may be edited and revised at the customer's discretion.



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#### 4. **SUPPLEMENTAL SERVICES** (Cont'd)

##### 4.7 MISCELLANEOUS FEATURES (Cont'd)

If the customer subscribes to Call Waiting and a call is received from a telephone number on the Distinctive Ringing screening list while the line is in use, the Call Waiting tone will also be distinctive.

When a telephone number on the IdentaRing Distinctive Ringing screening list also appears on the Preferred Call Forwarding list, the Preferred Call Forwarding will take precedence. Likewise, when the same number is shown on the Call Block list, the call will be blocked.

A customer's line will not produce a distinctive alert if the calling line is not referenced to and originated by the main telephone number, or a Telephone Number identified number that represents all the lines in a collection of lines, such as multi-line hunt groups.

##### 4.7.7 Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call when another caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the other call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

##### 4.7.8 Caller ID (Number Only)

This service is an augmented form of Call ID, designed for use by Call Waiting subscribers, that also allows a customer who is off hook on an existing call to receive Call ID information (number only) for a new incoming call. Customers subscribing to Call Waiting ID will also be provided with the Anonymous Call Rejection feature. The calling number is displayed on customer provided premise equipment attached to the customer's telephone line. Subscription to Call Waiting is required in order to take full advantage of this service.

##### 4.7.9 Caller ID (Name and Number)

This feature provides the same functionality as described for Call Waiting ID, plus the display of the name associated in the Company's records with the line from with the call originates, including names associated with non-published and non-listed service. The calling name and number are displayed on customer provided premises equipment attached to the customer's line. Customers subscribing to Call Waiting ID with Name will also be provided automatically with the Anonymous Call Rejection feature.

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**SUPPLEMENTAL SERVICES (Cont'd)**

## 4.7 MISCELLANEOUS FEATURES (Cont'd)

## 4.7.10 Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

## 4.7.11 Preferred Call Forwarding

Preferred Call Forwarding allows the customer to transfer selected calls to another telephone number. A screening list of up to six numbers is created by the customer and placed in the network memory. Subsequently, calls are forwarded to the Call Forwarding telephone number only if the calling number can be obtained and is found to match a number on the screening list.

The screening list may be edited and revised at the customer's discretion.

If the customer also subscribes to Call Block and the same telephone number is entered on both screening lists, the Call Block feature must be deactivated to allow the call to forward.

This feature will not work if the calling line is not referenced to and originated by the main telephone number, or a Telephone Number identified number that represents all the lines in a collection of lines such as multi-line hunt groups.

## 4.7.12 Regular Multi-line Hunting (RESERVED FOR FUTURE USE)

This feature is a line hunting arrangement that provides sequential search of available numbers within a multi-line group.

## 4.7.13 Remote Call Forwarding

Remote Call Forwarding (RCF) is a local exchange service that utilizes a telephone number and Electronic Central Office facilities by which all incoming calls to the RCF telephone number are forwarded automatically to the subscriber's central office line in the same exchange as the RCF number or in a different exchange or to an Inward WATS (800 Service) access line.

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**SUPPLEMENTAL SERVICES (Cont'd)**

## 4.7 MISCELLANEOUS FEATURES (Cont'd)

## 4.7.14 Selective Call Rejection

Selective Call Rejection will allow the subscriber to define a list of, at a maximum of six (6) Directory Numbers to be screened. Any calling numbers on this list will be routed to announcements and rejected. All other calls will be treated normally. The calling party on the rejection list will receive an announcement stating the call is not presently being accepted by the called party.

## 4.7.15 Speed Calling 8, Speed Calling 30

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

## 4.7.16 Three-Way Calling

Three-Way Calling allows a station user to add a third party to the existing call, enabling a simultaneous conference between parties at multiple locations. If multiple parties of the conversation subscribe to this service, each may establish an additional line, to a maximum of six lines.

## 4.7.17 Rates and Charges

Rates and Charges for Miscellaneous Features are contained in the Rate Schedule at the end of this Product Guide.

## 4.8 DIRECTORY LISTINGS

## 4.8.1. Provision of Directory Listings

- a. These rates and regulations for directory listings apply only to the information records and the alphabetical section of the directory containing the regular alphabetical list of names of customers.
- b. Listings are regularly provided in connection with all local service unless the customer subscribes to Non-Published Number Service.
- c. Directory listings are provided to aid in the use of telephone service through the identification of customers' telephone numbers. Special arrangements of names is not contemplated, nor any form of listing which does not facilitate use of directory service, is otherwise objectionable, or is unnecessary for purposes of identification.

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**4. SUPPLEMENTAL SERVICES (Cont'd)****4.8 DIRECTORY LISTINGS (Cont'd)****4.8.1. Provision of Directory Listings (Cont'd)**

- d. A listing must conform to the Company's specifications with respect to its directories.
- e. The Company has the right to limit the length of any listing to one line in the directory by the use of abbreviations when the clearness of the listing or the identification of the customer is not impaired thereby.
- f. The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.
- g. Non-listed service is provided by the Company. This is a type of service where the customer's number is not included in the published directory, but is included in the information records and is provided by the directory assistance operator upon request.
- h. Non-published service is provided by the Company. This is a type of service where the customer's number is not included either in the published directory or included in the directory assistance databases.

**4.8.2 Primary Directory Listings****a. Number of Listings Provided Without Charge**

Except as provided in this Product Guide, one primary listing is provided without extra charge for each main service or for the first number in a group, when two or more main station lines are consecutively operated.

**b. Business Listings**

Business listings consist of a name, a designation descriptive of the customer's business, the address of the premises at which service is rendered, and the telephone number. Business designations (e.g., ofc., atty., M.D., etc.) may be used when appropriate. The primary listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

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- d. At the customer's option, either street address or a post office box number may be listed. An Additional Listing Charge will be due if the customer desires both listings.

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**4. SUPPLEMENTAL SERVICES** (Cont'd)**4.8 DIRECTORY LISTINGS** (Cont'd)**4.8.3 Additional Directory Listings****a. General**

1. The regular extra listing rates and conditions apply to each regular or special type of additional listing ordered by the customer.
2. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance.
3. Additional listing charges are automatically discontinued upon termination of the main service.
4. Additional listings will have the same address as the primary listing. However, when, in the opinion of the Company, it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, the following exceptions may be allowed:
  - a. A listing may be permitted under the address of a Private Branch Exchange (PBX) station or extension station installed on the premises of the customer, even though that address is different from that of the switchboard or main station using the telephone number of the primary listing.
  - b. Where a building has more than one entrance, the customer may have an additional listing showing the address of an entrance other than that included in the primary listing.

**b. Special Types of Additional Listings****1. Duplicate and Reference Listings**

Listings of nicknames, abbreviated names, re-arrangements of names, names which are commonly spelled in more than one way, and other names by which customers are known are permitted when, in the opinion of the Company, they are necessary for the proper identification of the customer, they are not desired to secure a preferential position in the directory, or when they are not for advertising purposes. Cross-reference listings are permitted when their use will facilitate the handling of telephone calls.

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**4. SUPPLEMENTAL SERVICES** (Cont'd)**4.8 DIRECTORY LISTINGS** (Cont'd)**2. Alternate Listings**

- a. Listing of an alternate telephone number to be called in case no answer is received is permitted for customers to all classes of service.
- b. The alternate number may be a number that is not the requesting customer's number. In such case, the written consent of the customer to the alternately listed service must be obtained before the alternate listing is furnished.

**3. Extra Lines of Information:**

Listings of other information which are not required in order to efficiently handle telephone traffic is not included in the charges for service. For example, such other information may be the office hours of a business. The Company may, at its discretion, accept listings of such miscellaneous information at the rates for special types of additional listings.

**4.8.4 Non-Published Number Service****a. General**

1. Non-Published Number Service provides for the omission or deletion of a customer's telephone number listing from the Company's directories.
2. In the absence of gross negligence or willful misconduct, the Company assumes no liability for publishing a non-published telephone number. Where such number is published in the directory, the Company's liability shall be limited to a refund of the Company's monthly charges applicable to Non-Published Service.
3. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a number of a non-published telephone number in the telephone directory, or disclosing of such number to any person.
4. The rate for Non-Published Service does not apply to:
  - a. Additional service furnished to the same customer who has other service listed in the directory at the same address.
  - b. To a customer living in a hotel, hospital, retirement complex, apartment house, boarding house, or club if the customer is listed

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**4. SUPPLEMENTAL SERVICES** (Cont'd)4.8 **DIRECTORY LISTINGS** (Cont'd)

b. (cont'd) under the telephone number of the Private Branch Exchange, Centrex or Pay station Service furnished to such establishments.

c. Service which is installed for a temporary period.

5. A customer residing in an E911 Service district forfeits the privacy afforded by Non-Published Service to the extent that the customer's name, telephone number and the address associated with the service location are furnished to the E911 service administrator, E911 public safety answering point (PSAP) or E911 service database.

4.8.5 **Liability for Directory Listing Service**a. **General**

1. The Company shall not be liable for any error, omission, or other failure in connection with directory listings furnished without additional charge. The customer agrees to hold the Company free and harmless from any claims, losses, damage, or liability which may result from such error, omissions, or other failures.
2. The liability, if any, of the Company for any error, omission, or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the charge for that listing during the effective life of the directory in which the error or omission is made.
3. In accepting listings as prescribed by applicants or customers, the Company will not assume liability for the result of their publication in its directories nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories.

4.8.6 **Rates and Charges**a. **Recurring Monthly Rate**

Rates and Charges for Directory Listing are contained in the Rate Schedule at the end of this Product Guide.

b. **Service Charges**

1. See Section 3 of this Product Guide for applicable Service Charges. A Connection Charge applies for additions or changes in directory listings.

**4. SUPPLEMENTAL SERVICES** (Cont'd)

## 4.8 DIRECTORY LISTINGS (Cont'd)

2. When directory listings are ordered at the same time as the initial installation of local access line service no additional Service Charges will be applied for the directory listing(s).

## 4.8.7 Provision and Ownership of Directories

One copy of local directories shall be distributed per access line, without charge. Additional directories including replacement of mutilated or destroyed directories will be furnished at the discretion of the Company at a reasonable rate.

Telephone directories shall be issued approximately every twelve (12) months. The Company issues directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors or omissions in making up or printing of its directories is addressed in Section 2.1.5 of this Product Guide.

If a customer's number is incorrectly listed in the directory, and if the incorrect number is a working number, and if the customer to whom the incorrect number is assigned requests, the number shall be changed at no charge. If the incorrect number is not a working number but is a usable number, the customer's number shall be changed to the listed number at no charge, if requested.

## 4.9 LOCAL PORTABILITY

## 4.9 Local Portability Charge

## 4.9.1 Rate Regulations,

- (A) Telecommunications rules and regulations require all local phone companies to provide "service provider number portability," which allows customers to retain their local phone number when switching companies to provide their local phone service. The Local Portability Charge (LPC) is used by telephone companies to recover the costs associated with the development, implementation, and operability of service provider number portability.
- (B) The Company will assess the Local Portability Charge (LPC) on all local exchange services. The LPC, as set forth in Current Rate Schedule, Section 4, paragraph 4.9, applies to all local exchange service lines provided by the Company.

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**5. NETWORK SWITCHED SERVICES****5.1 BUSINESS NETWORK SWITCHED SERVICES**

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- a. place and receive calls from other stations on the public switched telephone network;
- b. access the Company's local calling service;
- c. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- d. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Product Guide.

**5.1.1 Business Service Descriptions**

The following Business Access Service Options are offered:

Basic Business Line Service  
PBX Trunks

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

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5. **NETWORK SWITCHED SERVICES (Cont'd)**

5.1 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.1.1 Business Service Descriptions (Cont'd)

a. Basic Business Line Service

1. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available on a flat rate basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop start

Pulse Types: Dual Tone Multi-frequency (DTMF)

Directionality: Two-Way, In-Only, or Out-Only, at the option of the customer

5.1.2 PBX Trunk Service

a. General

PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on an individual line basis. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line.

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

**5. NETWORK SWITCHED SERVICES (Cont'd)****5.1 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****5.1.2 PBX Trunk Service (Cont'd)****a. General (Cont'd)**

Each Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

**b. PBX Trunks****1. Description**

PBX Trunks provide the customer with a single voice grade telephonic communications channel which can be used to place or receive one call at a time. DID trunks are arranged for one-way inward calling only.

**2. Recurring and Nonrecurring Charges**

Charges for each PBX trunk includes a monthly recurring Base Service Charge. Rates and Charges for PBX trunks and DID trunks are contained in the Rate Schedule at the end of this Product Guide. In addition to the recurring charges described above, service order charges apply as described in Section 3 of this Product Guide.

**5.2 Reserved for Future Use**

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**NETWORK SWITCHED SERVICES (Cont'd)**

5.2 Reserved for Future Use (Cont'd)

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**5. NETWORK SWITCHED SERVICES (Cont'd)****5.3 METPATH™ CENTREX SERVICES**

- a. Centrex  
1. General

MetPath™ Centrex Service is a central office based system for business customers. The service combines central office switching for calls within the system, as well as calls placed to and from the public switched network. Centrex also provides customers with a variety of line and system related features for call management.

CentrexFlex is a 'dial 9' service. Dial 9 requires the dialing of a prefix digit (usually '9') prior to making external calls. CentrexPak is an assume "dial 9" service, the customers does not dial a prefix digit for external calling.

**5.4 METPAK ADVANTAGE PLANS**

- a. Advantage Plans

1. General

MetPak Advantage Plans provide Businesses the opportunity to customize flat rate calling plans for their local and regional toll calling needs. The plans are only available on Business Lines and Centrex Lines. All rates are per line, per month. MetPak Advantage Plus Plans mirror the MetPak Advantage Plans. Additionally the following features are included for each line equipped with the offer.

Anonymous Call Rejection, Call ID with Name, Call Waiting, Call Forwarding, Three-Way Calling, Speed Dialing 8, Unlimited \*69 Call Return and \*66 Repeat Dialing.

Service pertains to Business Lines only.

2. Business Rules

MetPak Advantage Plans provide a choice of unlimited calling plans for a fixed monthly fee, in addition to the monthly charge for basic dial tone service. There are three plans to choose from: (1) unlimited local calling, (2) unlimited local and regional toll calling and (3) unlimited local, regional toll and long distance calling. In addition, for Business Lines, the MetPak Plus Advantage Plan provides for the combination of one of the unlimited calling plans with a set of popular call management features (a. 1. General)

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**NETWORK SWITCHED SERVICES (Cont'd)**

## 5.4 METPAK ADVANTAGE PLANS (Cont'd)

## a. Advantage Plans (Cont'd)

## 1. Business Rules (Cont'd)

Only one plan can be ordered per individual line.

These calling plans are only available on MetTel Business Lines and Centrex Lines on the UNE-Platform. The MetPak Plus Advantage plans are only available on MetTel Business Lines on the UNE-Platform. Lines on Resale are not eligible for these plans at this time. The price of a Business Line or Centrex line is not included in the plan.

The Unlimited Calling Plans are available to business customers, who at the time they order these plans have no more than 25 voice grade lines for all BTNs (Billed Telephone Numbers) per service address. Eligible customers may order the Unlimited Plans on a maximum of 10 lines per service address. Business customers with multiple service addresses may order the Unlimited Plans subject to the preceding eligibility requirements.

Customers must use MetTel as their local, regional toll and long distance carrier in order to qualify for these plans. If a customer PIC's "None" for regional and long distance, they will still qualify for the unlimited local plan. If they PIC "None" for long distance, they will still qualify for the unlimited local and regional plan or an unlimited local and a per minute MetTel regional calling plan.

These plans only apply to voice traffic for sent-paid, directly-dialed local, regional toll and domestic long distance calls, i.e., in-state and state-to-state. Calls to Internet Service Providers, which is non-voice information access traffic, are not covered under this plan. MetTel reserves the right to terminate the MetPak Advantage Plans for customers who use the service for non-voice traffic or with services or equipment as defined in this section.

These plans are not available for use with PBX Trunks, ground start lines or trunks, ISDN BRI or ISDN PRI Services, Digital PBX Trunk Services (T 1s), Remote Call Forwarding Service, Foreign Exchange Service, Coin or Pay Telephone Service, or for use with Predictive Dialers, Call Center operations or for Toll Free Services. Unlimited service will not be provided to customers with PBX or Key Systems who convert their trunks to POTS lines. This plan is not intended for customers with PBXs or Key Systems.

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**6. PRIVATE LINE SERVICE****6.1 DS1, 1.544 Mbps SERVICE****6.1.1 General**

1. DS1 service is an intraexchange offering furnished where appropriate digital facilities are available as determined by the Company.
2. DS1 service is furnished for the simultaneous two-way transmission of serial, bipolar, r-to-zero isochronous digital signals at a speed of 1.544 Mbps between two points located in the same exchange.
3. The rates specified for DS1 Service contemplate the provision of a digital quality facility over existing exchange cable facilities compatible with this service.
4. To ensure satisfactory operation, the terminal equipment provided by the customer must be compatible with the DS1 channel facility provided by the Company.

**6.1.2 Definitions**

1. DS1 Local Channel - A DS1 Local Channel provides the transmission facilities between a customer's designated premises and the serving wire center of that premises. One DS1 Local Channel charge applies per customer designated premises at which the facility is terminated.
2. Interoffice DS1 Channel - Interoffice DS1 Channels provide a digital transmission path between two central offices serving customer premises in the same exchange.

**6.1.3 Provision of Service**

1. Where both premises are served by the same wire center, the service will consist of two DS1 Local Channels, one between each premises and the serving wire center. The two DS1 Local Channels provide the customer with 24 voice or data channels between premises.
2. If the customer requires additional channels between the same premises, additional DS1 Local Channels can be ordered.
3. Where both premises are served by different wire centers in the same exchange the service will consist of two Local Channels and a channel between the wire centers involved.

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6. **PRIVATE LINE SERVICE** (Cont'd)

6.1 DS1, 1.544 Mbps SERVICE (Cont'd)

3.4.3 Provision of Service (Cont'd)

4. Service is furnished for duplex operation on a two-station basis only.
5. Minimum initial service period of 12 months is required, even when month-to-month pricing is chosen.
6. Service at a transmission speed of 1.544 Mbps requires a channel service unit at all times at the customer's premises and associated with the customer's data terminal devices. This channel service unit will be furnished by the customer.

6.2 Regulations

6.2.1 Responsibility of the Customer

1. The customer is responsible for installing and testing the necessary premises equipment or facilities to insure that when they are connected with DS1 Service such equipment or facilities are operating properly.
2. The customer responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to his premises equipment.
3. The customer shall be responsible for payment of a maintenance service charge, as set forth in the Rate Section of this Product Guide, for visits by the Company to the premises of the customer where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.
4. Customer-Provided Terminal Equipment and Customer-Provided Communications Systems may be connected at the premises of the customer to DS1 Service.
5. The customer by use of their own derivation equipment, may create digital bit streams from a DS1 Service and such equipment may be connected for transmission of such bit streams when connected through a customer-provided channel service unit.
6. The customer shall be responsible for ordering and specifying the type of channel service unit.
7. The minimum period for which service is furnished and for which charges are applicable is 12 months.



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**6. PRIVATE LINE SERVICE** (Cont'd)

## 6.2 Regulations (Cont'd)

## 6.2.1 Responsibility of the Customer (Cont'd)

8. Suspension of service is not allowed.
9. A DS1 Local Channel is furnished between the central office and the customer's premises. Charges are based on the airline distance between the central office and the customer's premises. To connect two premises with DS1 Service, a customer requires two DS1 Local Channels.
10. As Interoffice DS1 Channel is furnished between two central offices within the same exchange. Charges are based on the airline distance between the central offices. Mileage will be determined by the methodology as shown in NECA Tariff No. 5.
11. A Termination Liability Charge may be applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract.

## 6.2.2 Service Connection Charges

1. Service Establishment Charges are applicable, for each DS1 service channel ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing and coordination.
2. Service change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's Inside Move or transfer of service responsibility request, for processing the necessary data on an existing DS1 service channel. A Service Change Charge is applicable for each DS1 service channel associated with the customer request (in lieu of a Service Establishment Charge).
3. Premises Visit Charges are applicable, per DS1 Local Channel, for the termination of a channel at a customer's premises or for inside moves. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.
4. Connection charges are applicable for the connection and testing of DS1 Local Channels and/or Interoffice Channels.

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**6. PRIVATE LINE SERVICE** (Cont'd)

## 6.2 Regulations (Cont'd)

## 6.2.3 Moves

1. A move charge, per DS1 service channel, applies for each DS1 Local Channel moved to a new location in the same building. This move charge is equal to the sum of the DS1 Local Channel nonrecurring Charge, Service Change Charge - Inside Moves, and Premises Visit Charge.

## 6.2.4 Responsibility of the Company

1. The responsibility of the Company shall be limited to the furnishing and maintenance of service to a network interface on the customer's premises.
2. The Company shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by a customer. DS1 Service is not represented as adapted to the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for DS1 Service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
  - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in such transmission, or
  - the reception of signals by such equipment or systems, or
  - damage to terminal equipment or communications systems provided by a customer or authorized user due to testing.
3. The Company shall not be responsible to the customer if changes in any of the facilities, operations or procedures of the company utilized in the provision of DS1 Service render any facilities or equipment provided by a customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
4. The Company undertakes to maintain and repair the facilities which it furnishes. The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent.

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**6. PRIVATE LINE SERVICE** (Cont'd)

## 6.2 Regulations (Cont'd)

## 6.2.4 Responsibility of the Company (Cont'd)

- 5) Data signals, including timing and control where provided, exchanged at the interface between the customer's equipment and the digital access line, shall be as specified by the Company.

## 6.3 Channelization of DS1

## 6.3.1 General

- A. DS1, 1.544 Mbps channel service provides channelization capability for the customer in the Company's Central Office. DS1 Channel service is provided in packages based on multiple voice grade equivalents (DS0) where twenty-four voice grade channels are equal to a DS1. This service provides local and/or interoffice channels for network exchange access, foreign exchange service, Centrex, off-premises stations, tie lines, analog data channels, and digital data service.
- B. Channelization is provided by D type channel banks which are offered in various basic system capacities and feature activation types. Individual channel services are made available by selecting the specific feature activation equipment desired in a basic system. The customer may channelize all or part of a DS1 channel service package to activate voice and data facilities for interconnection with the exchange network, voice grade and data facilities for private line channels as well as other DS1 channel services. The customer may also choose not to channelize all or part of a DS1 channel service package allowing direct connection to other DS1 services as provided in this Product Guide. Direct integration of this service in the Company's central offices is not permitted for the provisioning of individual business line or PBX trunk applications.
- C. This service is available where appropriate digital facilities are available as determined by the Company. Service inquiries will be necessary to determine availability.
- D. Individual channels within a DS1 channel service package may be connected with service offered in other sections of this Product Guide as appropriate. The regulations, rates and charges in this Product Guide are applicable for the DS1 channel service component of the customer's end-to-end service. Single channel service components are subject to the regulations, rates and charges in their respective Product Guide sections.

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**PRIVATE LINE SERVICE (Cont'd)**

## 6.3 Channelization of DS1 (Cont'd)

## 6.3.1 General (Cont'd)

- E. The customer may activate any number or combination of channels within a DS1 channel service package within the limitations set forth in F. following. Channels may be activated coincident with initial service or at any time subsequent to basic system installation. Once activated, a channel is subject to a minimum service period in accordance with the contract terms. Features (channels) activated under month-to-month rates will have a minimum service period of one month.
- F. The total number of voice grade equivalent channels activated by the customer may not exceed the capacity of the basic system. Additionally, there are some necessary restrictions in total system capacities where certain types of channel services are channelized. For example, some channelizing equipment for DDS service channels may require two voice grade equivalent channels per channel provided by the company. This would reduce a system's stated capacity substantially. The Company will notify the customer when a system's capacity is affected.
- G. Central Office channelization generally provides analog to digital conversion to permit individual exchange services and private line channel services to be transported over digital high capacity facilities. In addition, this equipment permits connection to required testing facilities at designated hub or node locations for some digital offerings, such as DDS service. This channelization is also intended for use at company locations where different high capacity digital network links terminate in the same central office and must be converted to individual analog or digital channels before individual service links can be cross-connected. System capacities below are provided in groups of twenty-four voice grade equivalent channels, and are subject to the limits as set forth in F. preceding.
- H. Channelization on a customer's premises must be provided by the customer. Customer Premises channelization equipment, and any other associated network termination equipment, is available through various vendors, including the Company, with pricing outside of this Product Guide. Joint provisioning of channelized services introduces joint responsibilities between the customer and the Company.
  - 1. Responsibilities of the company:
    - a. The Company will endeavor to activate its portion of joint service in a timely manner on the negotiated date to support installation requirements.

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**6. PRIVATE LINE SERVICE** (Cont'd)

## 6.3 Channelization of DS1 (Cont'd)

## 6.3.1 General (Cont'd)

## H. (Cont'd)

1. Responsibilities of the company (Cont'd):
  - b. The Company will provide the customer with information regarding the type and the manufacturer of Central Office (C.O.) channelization equipment to be used in each application.
  - c. The Company will limit its selection of central office equipment to avoid operational and administrative difficulties associated with a multi-vendor central office environment.
  - d. The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
  - e. The Company will notify the customer, generally a minimum of six months in advance, of any need to change its central office equipment to allow the customer sufficient time to respond, make any necessary changes and schedule cooperative testing for cutover if required.
  - f. Digital synchronization timing for DS1 channel service will be provided by the Company.
2. Responsibilities of the Customer:
  - a. The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.
  - b. The customer will be responsible for selecting his own equipment. Customer equipment must be compatible with the Company provided channelization at the central office.
3. Trouble resolutions:

The Company will assist the customer in resolving any installation or day to day channel service problems. However, the Company does not assume responsibility for the compatibility or suitability of the customer's equipment. Dispatches to customer premises caused by customer equipment troubles will result in maintenance service charge to the customer.

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**7. SPECIAL ARRANGEMENTS****7.1 SPECIAL CONSTRUCTION****7.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Product Guide, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

**7.1.2 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer

**7.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company 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.

**7.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from Product Guide arrangements. Rates quoted in response to such requests may be different for Product Guide service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Product Guide within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the customer's premises

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**7. SPECIAL ARRANGEMENTS** (Cont'd)

## 7.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS (Cont'd)

- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement

**8. 911 (EMERGENCY REPORTING SERVICES)**8.1 911 (Emergency Reporting Services)

All 911 calls will be placed by the calling party via interconnection with a local exchange carrier or an interexchange carrier other than the Company. The Company cannot guarantee the completion of said 911 call, the quality of the call or any features that may otherwise be provided with 911 Service, except to the extent guaranteed in the Company's interconnection or resale agreements with the incumbent local exchange carrier or other facilities provider.

This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation direct or indirect, to any person. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the Product Guide rate for the service or facilities provided to the customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.

Further, each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 service features and the equipment associated therewith,

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8. **911 (EMERGENCY REPORTING SERVICES)** (Cont'd)

8.1 **911 (Emergency Reporting Services)** (Cont'd)

or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.



**9. CALL AREAS****9.1 DENSITY CELL AND USAGE RATE GROUP DESIGNATIONS**

Exchange Area	Density Cell	Rate Group
Angola	2	Z
Bridgeville	3	Z
Camden	2	X
Dagsboro	3	Z
Delaware City	2	Z
Delmar	3	Z
Dover	2	X
Felton	3	X
Frederica	3	X
Georgetown	3	Z
Greenwood (1)	3	Z
Gumboro	3	Z
Harrington – One Cty. Clg.	3	X
Harrington – Two Cty. Clg.	3	Z
Hartly	3	X
Hockessin	2	Z
Holly Oak	1	Z
Laurel	3	Z
Lewes	2	Z
Middletown	2	Z
Milford (1)	3	Z
Millsboro	3	Z
Milton	3	Z
Newark	1	Z
New Castle	1	Z
Ocean View	2	Z
Rehoboth	1	Z
Seaford	2	Z
Selbyville	2	Z
Smyrna – One Cty. Clg. Plan	3	X
Smyrna – Two Cty. Clg. Plan	3	Z
Wilmington	1	Z

9.2 RATES AND DISCOUNT HOURS

Local Usage Rates	Business	(D)
Initial Period (3 minutes)	0.0880	(D)
Additional Period (1 minutes)	0.0165	(D)

Discount Hours		
MIDNIGHT	Sunday - Saturday	Half Rate
to		
9:00 AM*		
9:00 AM	M-F	Full Rate
to		
9:00 PM*		
9:00 PM	Sunday - Saturday	Half Rate
to		
MIDNIGHT*		
* To but not including		

**9. CALL AREAS****9.3 CALL EXCHANGES AND CALL AREAS**

	<u>Calling Exchange</u>	<u>Call Area</u>
Angola	Angola	Milford
	Bridgeville	Millsboro
	Dagsboro	Milton
	Delmar	Ocean View
	Georgetown	Rehoboth
	Greenwood	Seaford
	Gumboro	Selbyville
	Laurel	
	Lewes	
	Bridgeville	Angola
Bridgeville		Lewes
Dagsboro		Milford
Delmar		Millsboro
Georgetown		Milton
Greenwood		Ocean View
Gumboro		Rehoboth
		Seaford
Camden	Camden	Harrington
	Dover	Hartly
	Felton	Milford
	Frederica	Smyrna
Dagsboro	Angola	Lewes
	Bridgeville	Milford
	Dagsboro	Millsboro
	Delmar	Milton
	Georgetown	Ocean View
	Greenwood	Rehoboth
	Gumboro	Seaford
	Laurel	Selbyville

**9. CALL AREAS****9.3 CALL EXCHANGES AND CALL AREAS, (Cont'd)**

	<u>Calling Exchange</u>	<u>Call Area</u>
Delaware City	Delaware City	New Castle
	Hockessin	Wilmington
	Holly Oak	
	Middletown	
	Newark	
Delmar	Angola	Milford
	Bridgeville	Millsboro
	Dagsboro	Milton
	Delmar, Del.	Ocean View
	Delmar, Md. (Verizon Maryland Inc.)	Rehoboth Salisbury, Md. (Verizon Maryland Inc.)
	Georgetown	Maryland Inc.)
	Greenwood	Seaford
	Gumboro	Sharptown, Md. (Verizon Maryland Inc.)
	Laurel	Maryland Inc.)
	Lewes	Selbyville
Dover	Camden	Harrington
	Dover	Hartly
	Felton	Milford
	Frederica	Smyrna
Felton	Camden	Harrington
	Dover	Hartly
	Felton	Milford
	Frederica	Smyrna

**9. CALL AREAS****9.3 CALL EXCHANGES AND CALL AREAS, (Cont'd)**

	<u>Calling Exchange</u>	<u>Call Area</u>
Frederica	Camden	Harrington
	Dover	Hartly
	Felton	Milford
	Frederica	Smyrna
Georgetown	Angola	Lewes
	Bridgeville	Milford
	Dagsboro	Millsboro
	Delmar	Milton
	Georgetown	Ocean View
	Greenwood	Rehoboth
	Gumboro	Seaford
	Laurel	Selbyville
Greenwood - 1 Cty. Clg. Pln	Angola	Lewes
	Bridgeville	Milford
	Dagsboro	Millsboro
	Delmar	Milton
	Georgetown	Ocean View
	Greenwood	Rehoboth
	Gumboro	Seaford
	Harrington	Selbyville
	Laurel	
	Angola	Harrington
Greenwood - 2 Cty Clg Pln	Bridgeville	Laurel
	Dagsboro	Lewes
	Delmar	Milford
	Georgetown	Millsboro
	Greenwood	Milton
	Gumboro	Ocean View
	Camden	Rehoboth
	Dover	Seaford
	Felton	Selbyville
	Frederica	Hartly
		Smyrna

**9. CALL AREAS****9.3 CALL EXCHANGES AND CALL AREAS, (Cont'd)**

	<u>Calling Exchange</u>	<u>Call Area</u>	
Gumboro	Angola	Millsboro	
	Bridgeville	Milton	
	Dagsboro	Ocean View	
	Delmar	Rehoboth	
	Georgetown	Seaford	
	Greenwood	Selbyville	
	Gumboro		
	Laurel		
	Lewes		
	Milford		
	Harrington - 1 Cty. Clg. Plan	Camden	Greenwood
		Dover	Harrington
		Felton	Hartly
Frederica		Milford	
		Smyrna	
Harrington - 2 Cty. Clg. Pln	Camden	Greenwood	
	Dover	Harrington	
	Felton	Hartly	
	Frederica	Milford	
	Angola	Smyrna	
	Bridgeville	Lewes	
	Dagsboro	Milton	
	Delmar	Millsboro	
	Georgetown	Ocean View	
	Gumboro	Rehoboth	
	Laurel	Seaford	
		Selbyville	
	Hartly	Camden	Frederica
Dover		Harrington	
Felton		Hartly	
		Smyrna	

**9. CALL AREAS****9.3 CALL EXCHANGES AND CALL AREAS, (Cont'd)**

	<u>Calling Exchange</u>	<u>Call Area</u>	
Hockessin	Avondale, Pa. (Verizon Pennsylvania Inc.)	Landenberg, Pa. (Verizon Pennsylvania Inc.)	
	Delaware City Hockessin	Mendenhall, Pa. (Verizon Pennsylvania Inc.)	
	Holly Oak	Middletown	
	Kemblesville, Pa. (Verizon Pennsylvania Inc.)	Newark	
	Kennett Square, Pa. (Verizon Pennsylvania Inc.)	New Castle West Grove, Pa. (Verizon Pennsylvania Inc.)	
		Wilmington	
	Holly Oak	Delaware City	Phila. Subn. Zone 10, Pa.
		Hockessin	(Verizon Pennsylvania Inc.)
		Holly Oak	Phila. Subn. Zone 11, Pa.
		Middletown	(Verizon Pennsylvania Inc.)
Newark		Wilmington	
Laurel	New Castle	Gumboro	
	Angola	Laurel	
	Bridgeville	Lewes	
	Dagsboro	Milford	
	Delmar, Del.	Millsboro	
	Delmar, Md. (Verizon Maryland Inc.)	Milton	
	Georgetown	Ocean View	
	Greenwood	Rehoboth Seaford Selbyville	

**9. CALL AREAS****9.3 CALL EXCHANGES AND CALL AREAS (Cont'd)**

	<u>Calling Exchange</u>	<u>Call Area</u>	
Lewes	Angola	Milton	
	Bridgeville	Ocean View	
	Dagsboro	Seaford	
	Delmar	Selbyville	
	Georgetown	Rehoboth	
	Greenwood		
	Gumboro		
	Laurel		
	Lewes		
	Milford		
	Millsboro		
	Middletown	Delaware City	Smyrna
		Hockessin	Warwick, Md. (Verizon Maryland Inc.)
Holly Oak		Wilmington	
Middletown			
New Castle			
Milford - 1 Cty Clg Pln	Newark		
	Angola	Georgetown	
	Bridgeville	Greenwood	
	Camden	Gumboro	
	Dagsboro	Harrington	
	Delmar	Laurel	
	Dover	Lewes	
	Felton	Milford	
	Frederica	Millsboro	
		Milton	
	Ocean View		
	Rehoboth		
	Seaford		
	Selbyville		



**9. CALL AREAS**9.3 CALL EXCHANGES AND CALL AREAS, (Cont'd)

	<u>Calling Exchange</u>	<u>Call Area</u>	
Milford - 2 Cty. Clg. Pln.	Angola	Georgetown	
	Bridgeville	Greenwood	
	Camden	Gumboro	
	Dagsboro	Harrington	
	Delmar	Laurel	
	Dover	Lewes	
	Felton	Milford	
	Frederica	Millsboro	
	Hartly	Milton	
	Smyrna	Ocean View	
	Selbyville	Rehoboth	
		Seaford	
	Millsboro	Angola	Milford
		Bridgeville	Millsboro
Dagsboro		Milton	
Delmar		Ocean View	
Georgetown		Rehoboth	
Greenwood		Seaford	
Gumboro		Selbyville	
Laurel			
Lewes			
Milton		Angola	Millsboro
	Bridgeville	Milton	
	Dagsboro	Ocean View	
	Delmar	Rehoboth	
	Georgetown	Seaford	
	Greenwood	Selbyville	
	Gumboro	Laurel	
	Lewes		
	Milford		

**9. CALL AREAS****9.3 CALL EXCHANGES AND CALL AREAS (Cont'd)**

	<u>Calling Exchange</u>	<u>Call Area</u>
Newark	Delaware City	Landenberg, Pa. (Verizon Pennsylvania Inc.)
	Hockessin	Middletown
	Holly Oak	Newark
	Kemblesville, Pa. (Verizon Pennsylvania Inc.)	New Castle Wilmington
		Newark
New Castle	Delaware City	New Castle
	Hockessin	New Castle
	Holly Oak	Wilmington
Ocean View	Middletown	
	Angola	Milford
	Bridgeville	Millsboro
	Dagsboro	Milton
	Delmar	Ocean View
	Georgetown	Rehoboth
	Greenwood	Seaford
	Gumboro	Selbyville
	Laurel	
	Lewes	
Rehoboth	Angola	Milton
	Bridgeville	Ocean View
	Dagsboro	Rehoboth
	Delmar	Seaford
	Georgetown	Selbyville
	Greenwood	
	Gumboro	
	Laurel	
	Lewes	
	Milford	
	Millsboro	

**9. CALL AREAS****9.3 CALL EXCHANGES AND CALL AREAS (Cont'd)**

	<u>Calling Exchange</u>	<u>Call Area</u>
Seaford	Angola	Gumboro
	Bridgeville	Laurel
	Dagsboro	Lewes
	Delmar	Milford
	Georgetown	Millsboro
	Greenwood	Milton
		Ocean View
		Rehoboth
		Seaford
		Selbyville
	Selbyville	Angola
Bishopville, Md. (Verizon Maryland Inc.)		Lewes
Bridgeville		Milford
Dagsboro		Millsboro
Delmar		Milton
Georgetown		Ocean View
Greenwood		Rehoboth
Gumboro		Seaford
Camden		Selbyville
Dover		Middletown
Felton		Smyrna
Smyrna - 1 Cty Clg Pln	Frederica	
	Harrington	
	Hartly	
	Camden	Middletown
	Dover	Smyrna
	Felton	Delaware City
	Frederica	Hockessin
	Harrington	Holly Oak
	Hartly	Newark
	Wilmington	New Castle
	Smyrna- 2 Cty Clg Pln	

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**9. CALL AREAS****9.3 CALL EXCHANGES AND CALL AREAS, (Cont'd)**

	<u>Calling Exchange</u>	<u>Call Area</u>
Wilmington	Avondale, Pa. (Verizon Pennsylvania Inc.)	Mendenhall, Pa. (Verizon Pennsylvania Inc.)
	Delaware City	Middletown
	Hockessin	Newark
	Holly Oak	New Castle
	Kennett Square, Pa. (Verizon Pennsylvania Inc.)	Phila. Subn. Zone 10, Pa. (Verizon Pennsylvania Inc.)
	Landenberg, Pa. (Verizon Pennsylvania Inc.)	Wilmington

**10. DIGITAL PBX SERVICES**

**10.1 ISDN PRI**

Basic ISDN PRI Service is an optional form of local exchange access based on the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN). Basic ISDN PRI service provides a high-capacity access path for communications providing voice or data transmissions over the public network.

Further, each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.

**11. Reserved for Future Use**

(D)  
-----  
(D)

12. **Reserved for Future Use**

(C)

(D)

(D)

**RATE SCHEDULE****CURRENT RATES****SECTION 3 - CONNECTION CHARGES**

	<u>Business</u>
3.1 CONNECTION CHARGES - Per Line	\$200.00 (I)
3.2 RESTORAL CHARGES –Per Line	\$18.73
TEMPORARY SUSPENSION CHARGE-Per line	\$29.75
TELEPHONE NUMBER CHANGE-Per line	\$33.00
TOLL RESTORAL CHARGE – Per line	\$19.98
Rewire Charge (from one service to another)	\$60.00 (N)

Disconnection Order Charge: When subscriber lines and trunks are disconnected the Company incurs costs which may include other carrier related charges.

Change of Service Charge: Requests to change service of a line or trunk will be billed a Change of Service Charge.

Change of Features: Requests to add/change or delete features, including hunting will be charged on a per order basis.

	<u>Per Line or Trunk</u>	<u>Per Order</u>
Disconnection Order Charge	\$24.75	
Change of Service Charge	\$24.75	
Add/Change/Delete Feature Charge -Business		\$24.00

	<u>Business</u>
3.3 MOVES OR CHANGES - Service Change Charge-per order	\$24.75
3.4 PREMISES VISIT - Per Visit	\$37.00
3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE	
InterLATA	\$5.00
IntraLATA	\$5.00

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**RATE SCHEDULE****CURRENT RATES (cont'd)****SECTION 4 - SUPPLEMENTAL SERVICES**

4.2 Reserved for Future Use

4.3	<b>DIRECTORY ASSISTANCE SERVICE (Res/Bus)</b>	Per Request
	Local Directory Assistance	\$5.99
	National Directory Assistance	\$5.99
	Directory Assistance Call Completion	\$ 0.35

4.4 Reserved for Future Use

4.5 **BLOCKING SERVICE**

900 and 700 Blocking	<u>Nonrecurring Charge</u>
	ICB

4.6 **CUSTOMIZED NUMBER SERVICE****RESERVED FOR FUTURE USE**4.7 **MISCELLANEOUS FEATURES**

	<u>Business</u>	<u>(D)</u>
Repeat Call	\$ 2.00 per Use	(D)
Return Call	\$ 2.00 per Use	(D)
Customer Originated Trace	\$ 2.00 per Use	(D)
3-Way Calling	\$ 2.00 per Use	(D)
Blocking Service that prevents the use of:		
Call Return – Per Activation	\$0.00	
Repeat Dial – Per Activation	\$0.00	

Per Line, Per Month:

- Call Forwarding	\$ 14.75	(D)
- Call Forwarding – Busy Line	\$ 3.00	(D)
- Call Forwarding – Don't Answer	\$ 7.50	(D)
- Call Forwarding – Busy Line/Don't Answer	\$ 10.50	(D)
- Call Waiting/Cancel Call Waiting		(D)

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**CURRENT RATES** (cont'd)

Section 4 - SUPPLEMENTAL SERVICES (cont'd)	Business	Monthly	
Distinctive Ringing			(D)
Per dependent number	\$ 8.00		(D)
Speed Calling			
8 Number List	\$ 3.00		(D)
30 Number List	\$ 5.00		
- Anonymous Call Rejection	\$ 4.00		
- Call ID – Name and Number	\$20.75		
- Call ID Number Only	\$12.75		
- Call Waiting	\$ 9.75		
- Priority Call	\$ 2.50		
- Repeat Call	\$ 6.65		
- Return Call	\$ 6.50		
- Select Forward	\$ 6.00		
- 3-Way Calling	\$ 7.99		
- Ultra Forward	\$ 7.50		
- Call Gate Blocking Option	\$ 4.75		
- Call Block	\$ 6.25		(D)
- Remote Call Forwarding	\$50.00		
- Call Intercept			(D)

4.8 DIRECTORY LISTINGS

	Monthly
For each non-published telephone number service	\$5.75
For each non-listed telephone number service	\$3.25
(D)	(D)
Additional Listing Business	\$5.75
Duplicate Listing	\$5.75
Foreign Listing	\$5.75

**CURRENT RATES** (cont'd)

## Section 4 - SUPPLEMENTAL SERVICES (cont'd)

## 4.9 LOCAL PORTABILITY

## Monthly Rates

Services	Local Portability	
	(D)	Business
Single Line Local Exchange Svc.	(D)	\$1.49
Multi-line Local Exchange Svc.	(D)	\$1.49
Lifeline customer	-	-
ISDN BRI	(D)	\$1.49
ISDN PRI (rates per svc.)	-	\$53.55
Foreign Exchange-Single Line	(D)	\$1.49
Foreign Exchange-Multi-Line	(D)	\$1.49
Remote Call Forward	(D)	\$1.49
Centrex	-	\$1.49
Trunks	-	\$10.71
T-1/Digital PBX (rates per svc.)	-	\$53.55

\*Unless otherwise noted

**CURRENT RATES** (cont'd)

## Section 5 - NETWORK SWITCHED SERVICES

## 5.1 Basic Business Line and Trunk Service

	M-T-M	12M	24M	36M
Individual Line (Measured)	\$56.25 (I)	\$45.56 (I)	\$42.75 (I)	\$40.50 (I)
Individual Line (Flat Rate)*	\$65.88 (I)	\$53.36 (I)	\$50.07 (I)	\$47.43 (I)
Unlimited Usage (w/i Calling Area) - Rate Group 1	\$9.63	\$7.80	\$7.32	\$6.93
Unlimited Usage (w/i Calling Area) - Rate Group 2	\$9.63	\$7.80	\$7.32	\$6.93
PBX Trunk (Measured)	\$56.25 (I)	\$53.44 (I)	\$52.31 (I)	\$50.63 (I)
PBX Trunk (Flat Rate)*	\$70.00 (I)	\$66.50 (I)	\$65.10 (I)	\$63.00 (I)
Unlimited Usage (w/i Calling Area) - Rate Group 1	\$13.75	\$13.06	\$12.79	\$12.38
Unlimited Usage (w/i Calling Area) - Rate Group 2	\$13.75	\$13.06	\$12.79	\$12.38

\* Includes Unlimited Usage Package

## 5.2 PBX DID Service

Direct Inward Dialing Service, for:	MTM	12 Month	24 Month	36 M
Each DID dial tone line termination	\$24.98	\$24.98	\$24.98	\$24.98
Each group of 20 DID Station Numbers	\$3.00	\$3.00	\$3.00	\$3.00
A Service Establishment Charge of \$139.85 is applicable to the initial installation of the first group of 20 DID Station Numbers; \$14.98 for additional block of 20 Numbers.				
Charges shown are for central office facilities associated with DID.				

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**CURRENT RATES** (cont'd)

## Section 5 - NETWORK SWITCHED SERVICES

## 5.3 METPATH™ CENTREX SERVICES

<u>CentrexFlex with Dial 9<sup>1</sup></u>			
	<u>Month-to-Month</u>	<u>12 Months</u>	<u>24/36 Months</u>
2-30 Lines	\$42.41	\$38.04	\$38.04
31-75 Lines	\$37.41	\$33.04	\$33.04
76 + Lines	\$32.41	\$28.04	\$28.04
<u>CentrexPak with Assumed Dial 9<sup>1</sup></u>			
	<u>Month-to-Month</u>	<u>12 Months</u>	<u>24 Months</u>
2-30 Lines	\$67.50 (I)	\$64.13 (I)	\$60.75 (I)
			<u>36 Months</u>
<sup>1</sup> FCC End User Line Charge additional			\$57.38 (I)

## 5.4 METPAK ADVANTAGE

METPAK ADVANTAGE PLANS <sup>2</sup>	MTM	12M	24M	36M
Unlimited Local & Regional Calling	\$38.00	\$36.10	\$35.32	\$34.20
Unlimited Local, Regional & LD (Domestic)	\$53.00	\$50.35	\$49.29	\$47.70
METPAK ADVANTAGE PLUS PLANS <sup>3</sup>				
Unlimited Local & Regional Calling plus features	\$48.00	\$45.60	\$44.64	\$43.20
Unlimited Local, Regional & LD (Domestic) plus features	\$63.00	\$59.85	\$58.59	\$56.70
<sup>2</sup> Plans Available with Business Flat Rate Lines and Centrex Lines Only - Pricing for both plans is in addition to line rate.				
<sup>3</sup> Features on POTS lines include: Anonymous Call Rejection, Call ID with Name, Call Waiting, Call Forwarding, 3-Way Calling, Speed Dialing 8, Unlimited *69 Call Return and *66 Repeat Dial.				

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**CURRENT RATES** (cont'd)

## Section 5 - NETWORK SWITCHED SERVICES

## 5.5 Subscriber Intrastate Access Service

## 5.5.1 General Description

The Subscriber Intrastate Access Service provides interconnected access to the local public switched telephone network so that local exchange customers can make and receive calls to and from the customers of other carriers within the state.

## 5.5.2 Limitations

(A) A telephone number is not provided with Subscriber Intrastate Access Service.

(B) Detail billing is not provided with Subscriber Intrastate Access Service.

(C) Directory listings are not included with Subscriber Intrastate Access Service.

(D) Intercept arrangements are not included with Subscriber Intrastate Access Service

## 5.5.3 Undertaking of the Company

The Company will provide Subscriber Intrastate Access Service to each Customer that subscribes to its local exchange service.

## 5.5.4 Term of Service

Subscriber Intrastate Access Service shall be coterminous with the Company's local exchange service, and the Subscriber Access Charge shall apply for each telephone line or service as defined herein for all periods in which Customer subscribes to local exchange service from the Company.

## 5.5.5 Rate Regulations

(A) The Subscriber Access Charge shall not apply to Lifeline customers.

(B) If Customer is eligible to receive prorated credit for their associated local exchange service, such as for network outages or suspension or termination of service, the Subscriber Access Charge will be prorated or credited in the same manner consistent with the terms of this Product Guide and any contract. No other credits are available for Subscriber Intrastate Access Service.

(C) When Customer is provided more than one local business exchange service in a state, the Subscriber Access Charge Multi-line Business Subscriber rates are assessed for each line.

**CURRENT RATES** (cont'd)

## Section 5 - NETWORK SWITCHED SERVICES

## 5.5 Subscriber Intrastate Access Service, continued

## 5.5.5 Rate Regulations, continued

(D) The Subscriber Access Charge, as set forth in 5.5.6 following, will be billed to the end user subscriber of the associated local exchange service, including, where applicable, a reseller of the associated local exchange service, in which case the reseller shall be deemed an end user for purposes of application of such charges.

(E) For each local exchange service provided as remote call forwarding business service under the Local Exchange Service Product Guide, the Subscriber Access Charge does not apply.

## 5.5.6 Rates

<b>Business Customer Service Type</b>	ILEC AREA/OCN
	Verizon Delaware/5010
Single Line Local Exchange Service	7.50
Multi-line Local Exchange Service	8.95 (I)
Centrex	8.95 (I)
Trunk	8.95 (I)
PRI	44.75 (I)
T-1/Digital PBX	214.80 (I)
BRI	8.00

**CURRENT RATES** (cont'd)

## Section 5 - NETWORK SWITCHED SERVICES

## 5.6 Local Telecom Surcharge

## 5.6.1 Rate Regulations,

- (A) Telecommunications rules and regulations allows Incumbent Local Exchange Carriers to increase rates to wholesale providers in the form of a surcharge per line. As a result of these rate increases, the Company will assess the Local Telecom Surcharge on all local exchange service lines provided by the Company. See table in paragraph 5.10 following for rates.

## 5.7 Carrier Access Recovery Charge

## 5.7.1 Rate Regulations,

- (A) Customers assessed a Subscriber Intrastate Access Charge as specified in paragraph 5.5 preceding will be assessed a flat-rated, monthly Carrier Access Recovery Charge (CARC). CARCs will be billed to the associated end user or reseller of the local exchange services except for those customers who participate in the Lifeline Assistance Program. See table in paragraph 5.10 following for rates.

## 5.8 Regulatory Recovery Fee-State

## 5.8.1 Rate Regulations,

- (A) Regulatory Recovery Fee-State (RRF-S) is a charge assessed to recover the costs of state and local regulatory activities, including costs associated with compliance filings, payments to industry organizations for required services, legal expenses and employee salaries related to those Company regulatory activities. See table in paragraph 5.10 following for rates.

## 5.9 End User Port Charges

## 5.9.1 Rate Regulations,

Certain local exchange services provided under the general and/or local exchange service tariffs are subject to End User Port Charges. These services include:

- Integrated Services Digital Network (ISDN) – Basic Rate
- Integrated Services Digital Network (ISDN) – Primary Rate
- PBX Trunks

See table in paragraph 5.10 following for rates

**CURRENT RATES** (cont'd)

## Section 5 - NETWORK SWITCHED SERVICES

## 5.10 Rate Table

Monthly Per Line or Per Trunk\*

Services	(D)				Business			
	(D)	(D)	(D)	(D)	Local Telecom Surcharge	Carrier Access Recovery Charge	Regulatory Recovery Fee-State	End User Port Charge
Single Line Local Exchange Svc.	(D)	(D)	(D)	-	\$5.00	\$4.50	\$2.99	-
Multi-line Local Exchange Svc.	(D)	(D)	(D)	-	\$5.00	\$4.50	\$2.99	-
Lifeline customer	-	-	-	-	-	-	-	-
ISDN BRI	-	-	-	(D)	\$5.00	\$4.50	\$2.99	\$1.52
ISDN PRI (rates per svc.)	-	-	-	-	-	\$22.50	\$14.95	\$23.43
Foreign Exchange–Single Line	-	-	-	-	-	\$4.50	\$2.99	-
Foreign Exchange–Multi-Line	-	-	-	-	\$5.00	\$4.50	\$2.99	-
Remote Call Forward	-	-	-	-	\$5.00	-	-	-
Centrex	-	-	-	-	\$5.00	\$4.50	\$2.99	-
Trunks	-	-	-	-	\$5.00	\$4.50	\$2.99	\$0.70
T-1/Digital PBX (rates per svc.)	-	-	-	-	-	\$22.50	\$14.95	\$16.80

\*Unless otherwise noted

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**CURRENT RATES** (cont'd)

Section 6 – PRIVATE LINE SERVICE

6.1 DS1, 1.544 Local Service

A. DS1 Local Channel

1. A DS1 Local Channel is furnished between the Central Office and the customer's premises. Rates are based on the airline distance between the Central Office and the customer's premises.

<u>Nonrecurring Charge</u>	<u>Month to Month</u>	24 to 48 <u>Months</u>	49 to 72 <u>Months</u>	73 to 96 <u>Months</u>
First 1/2 mile Each additional 1/2 mile, or a fraction thereof	RESERVED FOR FUTURE USE			

B. DS1 Interoffice Channel

1. Interoffice Channels are furnished between Central Offices. Rates are based on the airline distance between central offices.

(a) Interoffice Channel, each channel

<u>Nonrecurring Charge</u>	<u>Month to Month</u>	24 to 48 <u>Months</u>	49 to 72 <u>Months</u>	73 to 96 <u>Months</u>
Fixed monthly Each airline mile, ---- or a fraction thereof	RESERVED FOR FUTURE USE			

C. Non-Recurring Charges for DS1 Service

Nonrecurring

Charge

1. Service Establishment Charge

**CURRENT RATES** (cont'd)

Section 6 – PRIVATE LINE SERVICE (Cont'd)

Per DS1 Service channel (Each)                      RESERVED FOR FUTURE USE

2. Service Change Charge  
Per DS1 Service channel

- a. For Inside Moves, each                      RESERVED FOR FUTURE USE
- b. Per Transfers of Responsibility, each

3. Premises Visit Charge

Per DS1 Local Channel or for an Inside Move  
a. Per Service Call                      RESERVED FOR FUTURE USE

6.1 DS1, 1.544 Local Service (Cont'd)

D. Basic System Capacity

The rates for a basic system without activated features for voice or data grade service are as follows:

1.	Central Office			
	Month	24 to	49 to	73 to
	Nonrecurring	to	48	72
	<u>Charge</u>	<u>Month</u>	<u>Months</u>	<u>Months</u>
	24 Voice Eq Ch	RESERVED FOR FUTURE USE		
	48 Voice Eq Ch			
	96 Voice Eq Ch			
	144 Voice Eq Ch			
	192 Voice Eq Ch			
	240 Voice Eq Ch			
	288 Voice Eq Ch			
	384 Voice Eq Ch			
	480 Voice Eq Ch			
	576 Voice Eq Ch			
	672 Voice Eq Ch			

**CURRENT RATES** (cont'd)

## Section 10 – DIGITAL SERVICES

## 10.1 ISDN PRI

Primary Rate Access Facility, each			
Month-to-month			(C)
2-Year Contract	ICB		
3-Year Contract	ICB		
PRI Interface Arrangement, each			
23B+D			
Month-to-month	ICB		
2-Year Contract	ICB		
3-Year Contract	ICB		
24B			
Month-to-Month	ICB		
3-Year Contract	ICB		
5-Year Contract	ICB		
23B + Back-up			
Month-to-Month	ICB		
3-Year Contract	ICB		
5-Year Contract	ICB		(C)

**CURRENT RATES** (cont'd)

## Section 10 – DIGITAL SERVICES

## 10.1 ISDN PRI, continued

PRI Arrangement, each 23B+D, 24B, and 23B + Back-up Package 1 (5 – 10 PRIs)			(C)
2-Year Contract	ICB		
3-Year Contract	ICB		
Package 2 (11 – 20 PRIs)			
2-Year Contract	ICB		
3-Year Contract	ICB		
Package 3 (21+ PRIs)			
2-Year Contract	ICB		
3-Year Contract	ICB		
Call-by-Call Service Selection, per ISDN PRI Arrangement			
Month-to-Month	ICB		
3-Year Contract	ICB		
5-Year Contract	ICB		
Remote Host Number Capability, per PRI Arrangement <sup>2</sup>	ICB		
DID Trunk Package			
2-Year Contract	ICB		
3-Year Contract	ICB		
5-Year Contract	ICB		(C)

**CURRENT RATES** (cont'd)

## Section 10 – DIGITAL SERVICES

## 10.1 ISDN PRI, continued

Features Package I (Calling Line Identification and Call-by-Call Service Selection), per PRI Arrangement	
Month-to-Month	ICB
3-Year Contract	ICB
5-Year Contract	ICB

Features Package II (Calling Line Identification with Name, Redirecting Number, Call-by-Call Service Selection), per ISDN PRI Arrangement	
Month-to-Month	ICB
3-Year Contract	ICB
5-Year Contract	ICB

## 10.2 MetPath™ Integrated Services Digital Network (ISDN) Basic Rate Interface

(BRI) provides a customer with the capability for simultaneous voice and data transmittal in compliance with industry standards for two (2) Bearer Channels at 64Kbps each and one (1) Data Channel at 16Kbps. It is a digital service offering available to business customers. (C)

Rates ISDN <sup>1</sup>	Monthly
ISDN Basic Exchange Digital Line	\$22.49
ISDN BRI Alternate Circuit Switched Voice or Data, Exchange Svc.	\$4.50
ISDN BRI Secondary Number, each	\$3.50
ISDN BRI Alternate Circuit Switched Voice or Data, Centrex Service	\$8.50
ISDN BRI Circuit Switched Voice or Data, Centrex Service	\$6.50
Local Circuit Switched Voice/ Data, call rates, per minute	\$0.020

<sup>1</sup>ISDN BRI rates are in addition to Business or Centrex Line Rate

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Section 11. – Reserved for Future Use

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