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September 1, 2015

Via UPS Overnight Delivery

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Maryland Public Service Commission
Executive Secretary David J. Collins
William Donald Schaefer Tower
6 St. Paul St., 16th Floor
Baltimore, MD 21202

RE: Common Point LLC
Tariff Revisions to Maryland P.S.C. No. 1

Dear Commission:

Pursuant to Commission instruction in a letter dated August 19, 2015, on behalf of Common Point LLC we hereby submit the original and one (1) clean copy of Common Point LLC's Access Tariff revisions. The purpose of this filing is to have their intrastate Maryland tariff conform to FCC 11-161 rules prior to initiating operations within Maryland. This filing updates Common Point LLC's address throughout the tariff, adds required VoIP-PSTN language, reduces terminating access rates and DS3 entrance facility rates to be at parity with Verizon's, and adds 8XX Data Base Access Service Query rates and services so as to be consistent with the same charges which are outlined in Common Point's FCC Interstate tariff.

Common Point currently has no customers in Maryland who will be affected by any tariff revisions made at this time.

The following tariff pages are included:

Page	Number of Revision
1	1st Revised
2	1st Revised
3	2nd Revised
4	1st Revised
5	1st Revised
6	1st Revised
7	1st Revised
8	1st Revised
9	1st Revised
10	1st Revised
11	1st Revised
12	1st Revised
13	1st Revised
14	1st Revised
15	1st Revised
16	1st Revised
17	1st Revised
18	1st Revised
19	1st Revised
20	1st Revised
21	1st Revised
21.1	Original
21.2	Original
21.3	Original
21.4	Original
22	1st Revised
23	1st Revised
24	1st Revised
25	1st Revised
26	1st Revised
27	1st Revised
28	1st Revised
29	1st Revised
30	2nd Revised
31	1st Revised
32	1st Revised
33	1st Revised
34	1st Revised

If you have any questions or if you need additional information, please contact me at 405-755-8177, x 103 or by email at mdean@telecompliance.net.

Sincerely,

A handwritten signature in black ink that reads "Matt W. Dean". The signature is fluid and cursive, with a long horizontal line extending to the right from the end of the name.

Matt W. Dean
Director of Regulatory Compliance
Filing on behalf of Common Point LLC

Enclosures

Tariff Schedule Applicable to
Intrastate Access Service

Telecommunications Services Furnished by

Common Point LLC

Between Points Within the State of Maryland

TARIFF FORMAT

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

CHECK SHEET

Sheets 1 through 34 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	1 st Revised*	31	1 st Revised*
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21.3	Original*		
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1 GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to carriers (incumbent local exchange carriers, competitive local exchange carriers, interexchange carriers, and mobile network operators and mobile virtual network operators).
- 1.2.3 The Company's service territory is the State of Maryland.

1.3 Definitions

- 1.3.1 “Carrier,” “Company” or “Utility” refers to Common Point LLC.
- 1.3.2 “Commission” means the Maryland Public Service Commission.
- 1.3.3 “Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 “Residential” customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.8 “Toll VoIP-PSTN Traffic” means a Customer’s interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. “Toll VoIP-PSTN Traffic” originates and/or terminates in IP format when it originates from and/or terminates to an End User Customer of a service that requires IP-compatible Customer Premises Equipment.

1.4 ADDITIONAL DEFINITIONS

- 1.4.1 "ACCESS CODE" - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.
- 1.4.2 "ACCESS MINUTES" - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.
- 1.4.3 "ACCESS TANDEM" - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.
- 1.4.4 "ANSWER SUPERVISION" - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.
- 1.4.5 "CALL" - A Customer attempt for which the complete address code is provided to the service end office.
- 1.4.6 "CENTRAL OFFICE" - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.
- 1.4.7 "CHANNEL" - A communications path between two or more points of termination.
- 1.4.8 "COMMUNICATIONS SYSTEM" - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.
- 1.4.9 "CUSTOMER DESIGNATED PREMISES" - The premises specified by the Customer for termination of Access Services.
- 1.4.10 "DUAL TONE MULTIFREQUENCY" ("DTMF") - Tone signaling, also known as touch tone signaling.

1.4 ADDITIONAL DEFINITIONS (Cont'd)

- 1.4.11 END OFFICE SWITCH - A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.
- 1.4.12 "END USER" - Any Customer of an interstate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.
- 1.4.13 "ENTRY SWITCH" - First point of switching.
- 1.4.14 "EXCHANGE" - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.
- 1.4.15 "FACILITIES" - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.
- 1.4.16 "FIRST POINT OF SWITCHING" - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.
- 1.4.17 "INTERSTATE COMMUNICATIONS" - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.
- 1.4.18 "INTRASTATE COMMUNICATIONS" - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

1.4 ADDITIONAL DEFINITIONS (Cont'd)

- 1.4.19 "LOCAL ACCESS AND TRANSPORT AREA" ("LATA") - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.
- 1.4.20 "LOCAL CALLING AREA" - A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.
- 1.4.21 "MESSAGE" - A Message is a Call as defined above.
- 1.4.22 "OFF-HOOK" - The active condition of Switched Access Service or a telephone exchange line.
- 1.4.23 "ON-HOOK" - The idle condition of Switched Access Service or a telephone exchange line.
- 1.4.24 "ORIGINATING DIRECTION" - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.
- 1.4.25 "POINT OF TERMINATION" - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.
- 1.4.26 "PREMISES" - A building or buildings on contiguous property, not separated by a public highway or right-of-way.
- 1.4.27 "SERVING WIRE CENTER" - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.
- 1.4.28 "SPECIAL ACCESS CIRCUIT" - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.
- 1.4.29 "TERMINATING DIRECTION" - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

1.4 ADDITIONAL DEFINITIONS (Cont'd)

- 1.4.30 "TRANSMISSION PATH" - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any' form or configuration of plant used in the telecommunications industry.
- 1.4.31 "TRUNK" - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.
- 1.4.32 "TRUNK GROUP" - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.
- 1.4.33 "WIRE CENTER" - A physical location in which one or more central offices, used for the provision of exchange services; are located.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with

respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections

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

2.3 Liability of the Company

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

2.3.2 Service Irregularities

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

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

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with

facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

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

2.3.4 Defacement of Premises

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

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

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

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in

writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

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

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

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

2.4 Application for Service

2.4.1 Minimum Contract Period

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

2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or

arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

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

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

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

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

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

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in COMAR 20.45.04.05 through COMAR 20.45.04.07.

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

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

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

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

2.6 Allowance for Interruptions in Service

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

2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

PROVISION OF SERVICE AND FACILITIES

2.8 Unlawful Use of Service

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

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

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

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

2.9 Interference with or Impairment of Service

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

2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a

random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.11 Overcharge/Undercharge

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

3 DESCRIPTION OF SERVICES

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Section 3.2 following.

3.2 RATE CATEGORIES

The rate categories that apply to Switched Access Service, as provided by Company, are:

- Tandem Switching
- Tandem Switched Transport
- Tandem Switched Facility
- Tandem Switched Termination
- 8XX Data Base Query

3.2 RATE CATEGORIES (Cont'd)

3.2.1 Service Definition

Tandem Switched Transport facilities are shared trunks that carry the combined traffic of more than one Interexchange Carrier from an end office to an access tandem where the calls are then switched onto trunks that are dedicated to individual Interexchange Carriers for transport from the access tandem to the serving wire center. Tandem Switched Transport service is provisioned in two parts: (1) transmission from the end office to the tandem over shared circuits; (2) the tandem switching function itself.

3.2.2 Billing Components

Tandem Switched Transport service is billed in two parts as applicable: (1) A usage-based, distance sensitive Tandem Switched Facility charge applied to the shared interoffice transmission between the end office and the tandem. In addition, a usage-based Tandem Switched Termination charge is applied at each end of each measured Tandem Switched Facility segment. Distance is measured in airline miles between the end office and the tandem. Additionally, if the mileage is zero, no Facility or Termination charges apply; (2) A usage-based Tandem Switching charge is applied at each tandem that performs a tandem switching function.

3.2.3 8XX Data Base Query

The 8XX Data Base Query Charge will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base. A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)). The Vertical Feature charge will be assessed for each feature used on a call.

3.2 RATE CATEGORIES (Cont'd)

3.2.4 IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC

(A) SCOPE

VoIP-PSTN Traffic is defined as traffic exchanged between a Company end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

This section ("Identification and Rating of VoIP-PSTN Traffic") will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

(B) RATING OF VOIP-PSTN TRAFFIC

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as specified in Common Point LLC's FCC Tariff No. 1. As of January 1, 2012, the applicable tariffed interstate switched access rates can be found in Sections 3, 4, and 5. Common Point's FCC Tariff No. 1. If a customer would like assistance finding a current version of Common Point's FCC Tariff, the customer may contact the Company toll free at 1-877-366-2674.

3.2.4 IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC (Cont'd)

(C) CALCULATION AND APPLICATION OF PERCENT-VOIP-USAGE FACTOR

The Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the originating intrastate MOU exchanged between a Company end user and the customer. The PVU will be derived and applied as follows:

(1) The customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the originating intrastate MOU that the customer exchanges with the Company in the State, that (a) is sent to the Company by the customer and that originated in IP format; or (b) is received by the customer from the Company and terminated in IP format. This PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(2) The Company will, likewise, calculate a factor (the "PVU-CP") representing the percentage of the Company's originating intrastate MOU in the State that the Company originates or terminates on its network in IP format. This PVU-CP shall be based on information, such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

3.2.4 IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC (Cont'd)

(C) CALCULATION AND APPLICATION OF PERCENT-VOIP-USAGE FACTOR (CONT'D)

(3) The Company will use the PVU-C and PVU-CP factors to calculate a PVU factor that represents the percentage of originating intrastate MOU exchanged between a Company end user and the customer that is originated or terminated in IP format, whether at Company's end, at the customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-CP factor times (1.0 minus the PVU-C factor).

(4) The Company will apply the PVU factor to the originating intrastate MOU exchanged with the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-CP is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the customer's intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-CP is 10% and the PVU-C is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. The Company will bill 10% of the customer's intrastate access MOU at Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-CP factor is, the PVU is 100%. The Company will bill 100% of the customer's intrastate access MOU at Company's applicable tariffed interstate switched access rates.

(5) If the customer does not furnish the Company with a PVU-C pursuant to the preceding paragraph 1, the Company will utilize a PVU equal to the PVU-CP.

3.2.4 IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC (Cont'd)

(D) INITIAL PVU FACTOR

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by the effective date of this Tariff, then once the factor is available and can be implemented the Company will adjust the customer's bills to reflect the PVU retroactively to the effective date of this Tariff. In calculating the initial PVU, the Company will take the customer-specified PVU-C into account retroactively to the effective date of this Tariff, provided that the customer provides the factor to the Company no later than four months after the effective date of this Tariff; otherwise, the Company will set the initial PVU equal to the PVU-CP, as specified in subsection (C)(5), above.

(E) PVU FACTOR UPDATES

The customer may update the PVU-C factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

(F) PVU FACTOR VERIFICATION

Not more than twice in any year, the Company may ask the customer to verify the PVU-C factor furnished to the Company and customer may ask the Company to verify the PVU-CP factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-CP factors.

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance M, Customer equipment blockage, failure results and transmission performance. The data does not include service performance data provided under other Tariff sections, or testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service.

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and

service performance and will be based on previously arranged intervals and format.

3.5 RATE REGULATIONS

This Section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

Prior to Firm Order Confirmation Date:

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

On or After Firm Order Confirmation Date:

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

SECTION 4 – SPECIAL ARRANGEMENTS

4. SPECIAL ARRANGEMENTS

4.1 SPECIAL CONSTRUCTION

4.1.1 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 Tariffs, charges will, be based on the costs incurred by the Company (including return) and may include:

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

SECTION 4 – SPECIAL ARRANGEMENTS**4.1.2 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.

- A) The period on which the termination liability is based is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability IS equal to the estimated amounts (including return) for:
1. costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 2. license preparation, processing, and related fees;
 3. Tariff preparation, processing and related fees;
 4. cost of removal and restoration, where appropriate; and
 5. any other identifiable costs related to the specially constructed or rearranged facilities.

4.2 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.

SECTION 4 – SPECIAL ARRANGEMENTS

4.3 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 services which vary from Tariff arrangements. Rates quoted in response to such requests may be different for Tariff services than those specified for such services in the Rate Attachment. ICB rates will be offered to Customers pursuant to a written contract and will be made available to similarly situated Customers. All ICB contracts will be filed with the Commission. Any ICB contract containing confidential or proprietary information shall be filed with the Commission under seal.

5. RATES AND CHARGES

5.1 Switched Access Service

- Terminating Tandem Switched Transport *
- Tandem Switched Facility, Per Minute Per Mile** \$ 0.000002
- Tandem Switched Termination, Per Minute Per Term \$ 0.000000
- Tandem Switching, Per Minute Per Tandem \$ 0.001574

- Originating Tandem Switched Transport *
- Tandem Switched Facility, Per Minute Per Mile** \$ 0.000008
- Tandem Switched Termination, Per Minute Per Term \$ 0.000694
- Tandem Switching, Per Minute Per Tandem \$ 0.003507

* End Office Trunking is not available.

** maximum mileage charge of 10 miles, requires trunking to the tandem and not the end office~

5.2 Other Services

5.2.1 Access Ordering Non Recurring Charge

A) Access Order Charge

-Per Order \$ 136.00

B) Service Date Change Charge

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 9.4. 1(A) preceding does not apply.

-Per Order \$ 53.00

C) Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.

-Per Order \$ 53.00

D) Miscellaneous Service Order Charge

-Per Occurrence \$ 53.00

5.2.2 Additional Engineering

Additional Engineering First Half Hour or
Periods Fraction Thereof

A)	Basic Time per engineer normally scheduled working hours	\$25.35
B)	Overtime per engineer Outside of normally scheduled working hours	\$38.02
C)	Premium Time Outside of scheduled work day, per engineer	\$50.69
	These labor charges are applicable for the following:	
	Additional Cooperative Acceptance testing Additional Manual Testing Maintenance of Service	

5.2.3 Additional Labor

	Additional Labor Periods	First Half Hour or Fraction Thereof
A)	Installation or Repair*	
	Overtime, Outside of normally scheduled working hours on a scheduled work day, per technician	\$33.03
	Premium Time, Outside of scheduled work day, per technician	\$44.04
B)	Stand by*	
	Basic time, normally scheduled working hours, per technician	\$22.92
	Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$34.37
	Premium Time, outside of scheduled work day, per technician	\$45.83

5.2.3 Additional Labor (Cont'd)

Additional Labor Periods	First Half Hour or Fraction Thereof	
C) Testing and Maintenance with other Telephone Companies, or Other Labor Technician	I/R Technician	CO
Basic Time per technician normally scheduled working hours	\$ 22.02	\$ 23.33
Overtime per technician outside of normally scheduled working hours on a scheduled workday	\$ 33.03	\$ 34.99
Premium Time per technician outside of scheduled work day	\$ 44.04	\$ 46.65

5.2 Other Services (Cont'd)	Monthly Rate	Non-Recurring Charge
5.2.4 Specialized Service or Arrangements	ICB	ICB
Specialized Service or Arrangements are provided on an individual case basis.		
5.2.5 Entrance Facility		
DSI (1.544 Mbps,) Entrance Facility, Installation .		\$ 281.00
DSI (1.544 Mbps), Entrance Facility, per Point of Termination	\$ 159.05	
DS3 (44.736 Mbps), Entrance Facility, Installation		\$ 1.00
DS3 (44.736 Mbps), Entrance Facility, per Point of Termination	\$ 1,845.01	
5.2.6 8XX Data Base Access Service Queries		

Per Query	
Basic	\$0.0075
Vertical Feature	\$0.0080



Judith A. Riley, J.D.

12316 Hidden Forest Blvd.
Oklahoma City, Ok 73142

September 1, 2015

Via Electronic Filing

ML #172085
ML #166841
TE-11548

Maryland Public Service Commission
Executive Secretary David J. Collins
William Donald Schaefer Tower
6 St. Paul St., 16th Floor
Baltimore, MD 21202

RE: Common Point LLC
Tariff Revisions to Maryland P.S.C. No. 1

Dear Commission:

Pursuant to Commission instruction in a letter dated August 19, 2015, on behalf of Common Point LLC we electronically file Common Point LLC's Access Tariff revisions. The purpose of this filing is to have their intrastate Maryland tariff conform to FCC 11-161 rules prior to initiating operations within Maryland. This filing updates Common Point LLC's address throughout the tariff, adds required VoIP-PSTN language, reduces terminating access rates and DS3 entrance facility rates to be at parity with Verizon's, and adds 8XX Data Base Access Service Query rates and services so as to be consistent with the same charges which are outlined in Common Point's FCC Interstate tariff.

Common Point currently has no customers in Maryland who will be affected by any tariff revisions made at this time.

The following tariff pages are included:

Page	Number of Revision
1	1st Revised
2	1st Revised
3	2nd Revised
4	1st Revised
5	1st Revised
6	1st Revised
7	1st Revised
8	1st Revised
9	1st Revised
10	1st Revised
11	1st Revised
12	1st Revised
13	1st Revised
14	1st Revised
15	1st Revised
16	1st Revised
17	1st Revised
18	1st Revised
19	1st Revised
20	1st Revised
21	1st Revised
21.1	Original
21.2	Original
21.3	Original
21.4	Original
22	1st Revised
23	1st Revised
24	1st Revised
25	1st Revised
26	1st Revised
27	1st Revised
28	1st Revised
29	1st Revised
30	2nd Revised
31	1st Revised
32	1st Revised
33	1st Revised
34	1st Revised

An original and one (1) clean copy of the tariff revisions has been sent by UPS overnight mail to reach the Executive Secretary's office on the following business day. If you have any questions or if you need additional information, please contact me at 405-755-8177, x 103 or by email at mdean@telecompliance.net.

Sincerely,

/s/ Matt W. Dean

Matt W. Dean
Director of Regulatory Compliance
Filing on behalf of Common Point LLC

Enclosures

Index

- Your maillog number is **174120**. The maillog number and the date filed must be a header on the original and 17 hardcopies being submitted.
 - You will receive an email with a maillog number.

Continue Efile



Shipment Receipt

Transaction Date: 01 Sep 2015

Tracking Number:

1Z97WW150197245604

1 Address Information

Ship To:
 Maryland Public Service Commission
 ATTN: Executive Secretary
 6 St. Paul Street, 16th Floor
 William Donald Schaefer Tower
 BALTIMORE MD 212026806

Ship From:
 TELECOM PROFESSIONALS
 Matt Dean
 PO Box 720128
 OKLAHOMA CITY OK 731720128
 Telephone:405-755-8177
 x103

Return Address:
 TELECOM PROFESSIONALS
 Matt Dean
 12316 Hidden Forest Boulevard
 OKLAHOMA CITY OK 73142
 Telephone:405-755-8177
 x103

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Reference#1 - CP Reference#2 - MD Trf Rev Final

3 UPS Shipping Service and Shipping Options

Service: UPS Next Day Air
Guaranteed By: 10:30 AM Wednesday, Sep 2, 2015

Shipping Fees Subtotal:	33.89 USD
Transportation	32.35 USD
Fuel Surcharge	1.54 USD

4 Payment Information

Bill Shipping Charges to:	Shipper's Account 97WW15
Charges:	33.89 USD
A discount has been applied to the Daily rates for this shipment	
Negotiated Charges:	23.72 USD
Total Charges:	23.72 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

UPS's liability for loss or damage to each domestic package or international shipment is limited to \$100 without a declaration of value. Unless a greater value is recorded in the declared value field of the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. To increase UPS's limit of liability for loss or damage, a shipper may declare a higher value and pay an additional charge. See the UPS Tariff/Terms and Conditions of Service ("UPS Terms") at www.ups.com for UPS's liability limits, maximum declared values, and other terms of service. UPS does not accept for transportation and shippers are prohibited from shipping, packages with a value of more than \$50,000. The only exception to the \$50,000 per package limit is for a package eligible for the Enhanced Maximum Declared Value of \$70,000 per package, as set forth in the UPS Terms. A package is eligible only if it meets the following requirements. The package must be (i) a domestic shipment; (ii) tendered pursuant to shipper's Scheduled Pickup Service; (iii) a UPS Next Day Air(R) delivery service is the service level selected; (iv) processed for shipment using a UPS Shipping System (declarations of value on paper Source Documents are not eligible for Enhanced Maximum Declared Value); and (v) does not contain hazardous material or a Perishable Commodity. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Terms, which can be found at www.ups.com.