

**TARIFF SCHEDULE APPLICABLE TO  
TELECOMMUNICATIONS SERVICES FURNISHED BY  
QUANTUM TELECOMMUNICATIONS, INC.  
BETWEEN POINTS WITHIN  
THE STATE OF MARYLAND**

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Issued: August 27, 2001

Issued by: Kevin W. Brown, Vice President  
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2975-B Manchester Road  
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Effective: October 10, 2001

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## **1. GENERAL**

### **1.1 Explanation Of Symbols**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify a changed regulation
- (D) To signify discontinued material
- (I) To signify an increased rate
- (M) To signify a move in the location of text
- (N) To signify a new rate or regulation
- (R) To signify a reduced rate
- (S) To signify reissued regulations
- (T) To signify a change in text, but no change in rate or regulation
- (Z) To signify a correction

## **1.2 Application of Tariff**

- 1.2.1 This tariff governs and sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Quantum Telecommunications, Inc. to customers within the State of Maryland.
- 1.2.2 The Company's services are available to both business as well as residential customers.
- 1.2.3 The Company's local calling areas are consistent with those of BA-MD.
- 1.2.4 The Company's service territory consists of the all exchanges in LATAs 236, 238, 240 and 242. The Company reserves the right to serve the aforementioned LATAs subject to facilities availability at the sole discretion of the Company.

## **1.3 Definitions**

Certain terms used generally throughout this tariff are defined below:

- 1.3.1 "Advance Payment" means part or all of a payment required before the start of service.
- 1.3.2 "Automatic Number Identification (ANI)" allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.
- 1.3.3 "BA-MD" means Bell Atlantic-Maryland, Inc. the incumbent local exchange carrier.

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- 1.3.4 "Bit" means the smallest unit of information in the binary system of notation.
- 1.3.5 "COMAR" means the Code of Maryland Regulations.
- 1.3.6 "Communications Services" means the Company's local exchange switched telephone services.
- 1.3.7 "Company" means Quantum Telecommunications, Inc., the issuer of this tariff.
- 1.3.8 "Commission" means the Maryland Public Service Commission.
- 1.3.9 "Completed call" is a call that the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.10 "Credit Card" means an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders.
- 1.3.11 "Customer" or "Subscriber" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.12 "Dual Tone Multi-Frequency" or "DTMF" means the pulse type employed by tone dial station sets.
- 1.3.13 "Duplex Service" means service that provides for simultaneous transmission in both directions.

- 1.3.14 "Fiber Optic Cable" means a thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.
- 1.3.15 "Joint User" means a person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.
- 1.3.16 "Kbps" means kilobits per second or denotes thousands of bits per second.
- 1.3.17 "LATA" means a Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or by other appropriate means.
- 1.3.18 "Mbps" means megabits per second, or millions of bits per second.
- 1.3.19 "MOU" denotes minutes of use; refers to a billing mechanism predicated on minutes of use.
- 1.3.20 "Multi-Frequency" or "MF" means an inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.
- 1.3.21 "Network" means the Company's facilities, equipment, and services provided under this Tariff.

- 1.3.22 "Public Safety Agency" means the State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or in part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to as the customer for Universal Emergency Telephone Number Service.
- 1.3.23 "Public Safety Answering Point" or "PSAP" means a location operated and maintained by a Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical, or other emergency services are answered.
- 1.3.24 "Recurring Charges" means the monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.
- 1.3.25 "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.
- 1.3.26 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.27 "Service Commencement Date" means the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance date. The Company and Customer may mutually agree on a substitute Service Commencement Date.

1.3.28 "Service Order" means a written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

1.3.29 "Shared" means a facility or equipment system or subsystem that can be used simultaneously by several Customers.

1.3.30 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

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

- 1.3.31 "Two Way" means a service attribute that includes outward dial capabilities for outbound calls and the ability to receive inbound calls.
- 1.3.32 "Universal Emergency Telephone Number (911) Service" means a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.
- 1.3.33 "User" or "End User" means any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

## **2. RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

#### **2.1.1 Scope**

- 2.1.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within its local exchange service territory within the State of Maryland. The Company will offer the services described in Sections 3 and 5 of this tariff to business customers. The Company does not offer prepaid services.
- 2.1.1.2 Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.



## **2.1.2 Shortage of Equipment or Facilities**

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

## **2.1.3 Terms and Conditions**

- 2.1.3.1 For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.3.2 Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order, shall survive such termination.
- 2.1.3.3 This tariff shall be interpreted and governed by the laws of the State of Maryland without regard for its choice-of-laws provision.

- 2.1.3.4 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- 2.1.3.5 To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity in connection with the provision of the services offered under this Tariff or the similar service of another telephone company, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

#### **2.1.4 Notification of Service-Affecting Conditions**

2.1.4.1 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

#### **2.2 Provision of Equipment and Facilities**

2.2.1.1 Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.2.1.2 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

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- 2.2.1.2.1 the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2.2.1.2.2 the reception of signals by Customer-provided equipment; or
  - 2.2.1.2.3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

## **2.2.2 Non-Routine Installation**

- 2.2.2.1 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company may 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.

## **2.2.3 Ownership of Facilities**

- 2.2.3.1 Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors, or suppliers.

## **2.2.4 Universal Emergency Telephone Number Service**

- 2.2.4.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.2.4.2 Information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- 2.2.4.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.2.4.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

2.2.4.5 The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service.

## **2.3 Obligations of the Customer**

### **2.3.1 The Customer shall be responsible for:**

- 2.3.1.1 The payment of all applicable charges pursuant to this tariff.
- 2.3.1.2 Reimbursing the company for damage to, or loss of, the company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.3.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the company's facilities and equipment installed on the customer's premises.
- 2.3.1.4 Complying with all laws and regulations regarding the working conditions 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.

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- 2.3.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer may be responsible; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
  - 2.3.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
  - 2.3.1.7 Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
- 2.3.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.3.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

- 2.3.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.3.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.3.4 The Company's services may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts, which are applicable to such connections.
- 2.3.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.



## **2.4 Liability of the Company**

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

### **2.4.2 Service Irregularities**

2.4.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge (as set forth in Section 2.10) 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.

2.4.2.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.10, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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

**2.4.3 Claims of Misuse of Service**

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

**2.4.4 Defacement of Premises**

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

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

2.4.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to 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.

**2.4.6 Service at Outdoor Locations**

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

**2.4.7 Warranties**

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

2.4.7.2 Acceptance of the provisions of Section 2.4 by the Commission does not constitute its determination that any limitation of liability imposed by the Company should be upheld in a court of law.

#### **2.4.8 Billing Errors**

2.4.8.1 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

#### **2.4.9 Liability**

The Company's liability, if any, for its willful misconduct or gross negligence is not limited by this tariff. With respect to any other claim or suit, the Company shall not be liable for any claims for loss or damages involving:

2.4.9.1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company, except where contracted by the Company; or (c) common carriers or warehousemen except where contracted by the Company;

2.4.9.2 Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, except where contracted by the Company; and any law, order, regulation or other action of any governing authority or agency thereof;

2.4.9.3 Any unlawful or unauthorized use of the Company's facilities and services;

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- 2.4.9.4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
  - 2.4.9.5 Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 2.4.9.6 Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.22.
  - 2.4.9.7 Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or any of the following activities by the Customer: the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
  - 2.4.9.8 Any act or omission in connection with the provision of 911, E911, or similar services;
  - 2.4.9.9 Any noncompletion of calls due to network busy conditions;
  - 2.4.9.10 Any calls not actually attempted to be completed during any period that service is unavailable.

2.4.9.11 Any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to 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 Company or Customer equipment or facilities or service provided by the Company.

## **2.5 Application for Service and Cancellation**

### **2.5.1 Application for Service**

2.5.1.1 Minimum Contract Period. Except as otherwise provided, the minimum contract period is one year for all services furnished.

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

2.5.1.3 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

## **2.5.2 Cancellation of Application for Service**

- 2.5.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.5.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
  - 2.5.2.2.1 The total costs of installing and removing such facilities; or
  - 2.5.2.2.2 The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.5.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

## **2.5.3 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.



## **2.6 Payment for Service**

- 2.6.1 Service will be billed on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.15 of this tariff.
- 2.6.2 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.
- 2.6.3 The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

### **2.6.4 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- 2.6.4.1 Non-recurring charges are due and payable within 30 days after the date of the invoice.
- 2.6.4.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

- 2.6.4.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.6.4.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.6.4.5 If service is disconnected by the Company (in accordance with Section 2.14 following) and later re-installed, re-installation of service will be subject to all applicable installation charges.

### **2.6.5 Cancellation of Service**

If, after three (3) business days from placing a service order, a Customer cancels a Service Order or terminates services before the completion of the minimum term for any reason whatsoever other than a service interruption (as defined in Section 2.10), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.4.

- 2.6.6 The Company will itself render bills to customers.

## **2.7 Customer Deposits**

2.7.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01 as amended from time to time.

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

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

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

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

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

2.7.2 The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.

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

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- 2.7.2.1.1 Was a customer of a Maryland utility within the preceding 2 years;
  - 2.7.2.1.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.7.2.1.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
  - 2.7.2.1.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.7.3 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.7.4 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.
- 2.7.5 Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.7.5.1 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

## **2.8 Late Payment Charges**

- 2.8.1 The Company agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.8.2 Charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.8.3 The Company will consider delinquent and apply late payment charges on bills not paid within 15 days of the billing invoice date in accordance with COMAR 20.30.03.01B.
- 2.8.4 Late payment fees will be computed at a rate of 1.5% per month, for the two nominal billing intervals and will not exceed 5% of the total original unpaid charges in accordance with COMAR 20.30.03.01.B.

## **2.9 Customer Complaints and Billing Disputes**

- 2.9.1 All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is provided to the Company.
- 2.9.2 Customers may notify the Company of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
- 2.9.3 **Company Contact.** The Customer may request and the Company will provide an in-depth review of the disputed amount. The Company contact is:

Kevin W. Brown, Vice President  
**Quantum Telecommunications, Inc.**  
2975-B Manchester Road  
Manchester, Maryland 21102  
Tel: (410) 239-6920  
Toll Free: (888) 889-4638

- 2.9.4 **Unresolved Disputes.** Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to the following:

Office of External Relations  
Maryland Public Service Commission  
6 St. Paul Street  
Baltimore, MD 21202  
(410) 767-8028 (Office of External Relations)  
(410) 767-8000 (Main PSC Number)  
(800) 492-0474 (Toll-Free PSC Number)

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

## **2.10 Allowance for Interruptions in Service**

### **2.10.1 General**

- 2.10.1.1 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 Company agrees to abide by the regulations associated with interruptions in service as specified by COMAR 20.45.05.09 as amended from time to time.
- 2.10.1.2 A credit allowance will be given when service is interrupted, except as specified in Section 2.10.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- 2.10.1.3 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.10.1.4 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit that the Customer continues to use on an impaired basis.

### **2.10.2 Limitations of Allowance**

No credit allowance will be made for any interruption in service:

- 2.10.2.1 Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company, except where contracted by the Company.
- 2.10.2.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 2.10.2.3 During any period in which the Company is not given full access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 2.10.2.4 During any period in which the Customer continues to use the service on an impaired basis;
- 2.10.2.5 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- 2.10.2.6 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.

### **2.10.3 Use of Another Means of Communications**

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



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**2.10.4 Application of Credits for Interruptions in Service**

- 2.10.4.1 Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.10.4.2 For calculating credit allowances, every month is considered to have thirty (30) days.
- 2.10.4.3 A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one cumulative interruption.

**2.10.4.4 Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Interruption Period To be Credited</b>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/8 Day
3 hours up to but not including 6 hours	1/4 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

#### **2.10.4.5 Continuous Interruption Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

#### **2.10.4.6 Interruptions over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

#### **2.10.5 Cancellation for Service Interruption**

A customer may terminate service if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

### **2.11 Taxes and Fees**

2.11.1 The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services.

2.11.2 All state and local taxes and fees shall be listed as separate line items on the customer's bill. The Gross Receipts tax established by the State of Maryland shall appear as a separate line item on the customer's bill.

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

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

## **2.12 Returned Check Charge**

2.12.1 The charge for a returned check is \$25.00.

**2.13 [RESERVED]**

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Issued: August 27, 2001

Issued by: Kevin W. Brown, Vice President  
Quantum Telecommunications, Inc.  
2975-B Manchester Road  
Manchester, Maryland 21102

Effective: October 10, 2001

## **2.14 Special Customer Arrangements**

- 2.14.1 In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this 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.
- 2.14.2 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:
- 2.14.2.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed, including a requirement for services subject to Section 5.1 of this tariff;
  - 2.14.2.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
  - 2.14.2.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
  - 2.14.2.4 in a quantity greater than that which the Company would normally construct;
  - 2.14.2.5 on an expedited basis;
  - 2.14.2.6 on a temporary basis until permanent facilities are available;
  - 2.14.2.7 involving abnormal costs; or
  - 2.14.2.8 in advance of its normal construction.

## **2.15 Termination of Service**

### **2.15.1 Denial of Service Without Notice**

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

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

2.15.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.15.1.3 Tampering With Company Property. Customers tampering with equipment furnished and owned by the Company.

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

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

### **2.15.2 Denial of Service Requiring Notice**

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

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

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- 2.15.2.1.2 Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
  - 2.15.2.1.3 Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
  - 2.15.2.1.4 Non-payment of Bill. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
  - 2.15.2.1.5 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues. Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

- 2.15.2.1.6 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.15.2.1.7 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 2.15.2.1.8 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with COMAR 20.45.04.
- 2.15.2.1.9 Condemnation. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
- 2.15.2.1.10 Governmental Action. Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable regulation.



2.15.2.1.11 Unused Calling Card. The Company, by ten (10) days' written notice to the customer, may discontinue service to any Company Calling Card authorization code that the Company may have issued if that code has not been used for a period of 120 days.

**2.15.3 Insufficient Reasons for Denial of Service**

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

2.15.3.1.1 Failure of a prior customer to pay for service at the premises to be serviced;

2.15.3.1.2 Failure to pay for a different class of service for a different entity;

2.15.3.1.3 Failure to pay the bill of another customer as guarantor of that bill;

2.15.3.1.4 Failure to pay directory advertising charges;

2.15.3.1.5 Failure to pay an undercharge as described in the COMAR 20.45.04.01.D.(2); or

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

2.15.3.1.6.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.15.3.1.6.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.15.3.1.6.3 Outstanding bill is for service obtained by the customer by means of an application made:

2.15.3.1.6.3.1. In a fictitious name,

2.15.3.1.6.3.2. In the name of an individual who is not an occupant of the dwelling unit,

2.15.3.1.6.3.3. without disclosure of the individual's actual address,

2.15.3.1.6.3.4. In the name of a third party without disclosing that fact or without bona fide authority from the third party, or

2.15.3.1.6.3.5. Without disclosure of a material fact or by misrepresentations of a material fact.

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- 2.15.4 Upon the Company's discontinuance of service to the Customer under Section 2.14.2.1, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value of six percent).
- 2.15.5 For any Customer that receives calls originally dialed as an 800 or 888 number, the Customer is responsible for providing adequate access lines to enable the Company to terminate all 800/888 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800/888 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate any portion of the Customer's 800/888 Service, with 30 days written notice, that may be provided by the Company.

## **2.16 Unlawful Use of Service**

- 2.16.1 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:
- 2.16.1.1 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

2.16.1.2 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.

2.16.2 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.

## **2.17 Interference with or Impairment of Service**

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

## **2.18 Telephone Solicitation by Use of Recorded Messages**

2.18.1 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.

**2.19 Incomplete Calls**

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

**2.20 Overcharge/Undercharge**

2.20.1 Overcharge or undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.20.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer in the following manner:

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

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

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

2.20.2.4 All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are considered final.

## **2.21 Transfers and Assignments**

- 2.21.1 Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company or a Business Customer may assign its rights and duties (a) to any subsidiary, parent company or affiliate; (b) pursuant to any sale or transfer of substantially all of its assets; or (c) pursuant to any financing, merger or reorganization.
- 2.21.2 The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

## **2.22 Notices and Communications**

- 2.22.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.22.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.22.3 Written notices and other written communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.22.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.23 Use of Customer's Service by Others**

**2.23.1 Resale and Sharing**

2.23.1.1 Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Maryland Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.22.2 Joint Use Arrangements**

2.23.1.2 Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

## **2.24 Customer Equipment and Channels**

### **2.24.1 General**

2.24.1.1 A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

### **2.24.2 Station Equipment**

2.24.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection. To the extent that the Company provides terminal equipment and/or wiring or cable, those items are offered separately and the terms and conditions of which they are provided are not subject to this tariff.



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2.24.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to the customer's prior written approval.

### **2.24.3 Inspections**

2.24.3.1 Upon suitable 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 Section 2.24.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.24.3.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company will notify the Customer promptly. Within ten days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

#### **2.24.4 Interconnection of Facilities**

- 2.24.4.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense, subject to the Customer's approval.
- 2.24.4.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- 2.24.4.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.24.4.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

## **2.25 Prohibited Uses**

2.25.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits, except where such approvals are the responsibility of the Company.

2.25.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

## **2.26 Customer Liability For Unauthorized Use of the Network**

### **2.26.1 Unauthorized Use of the Network**

2.26.1.1 Unauthorized use of the network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's services provided under this tariff, or uses specific services that are not authorized.

### **2.26.2 The following activities constitute fraudulent use:**

2.26.2.1 Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:

- 2.26.2.2 Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 2.26.2.3 800/888 callers using the network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
- 2.26.2.4 Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- 2.26.2.5 Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

### **2.26.3 Liability for Unauthorized Use**

- 2.26.3.1 Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User.

2.26.3.2 The Customer is liable for all costs incurred as a result of unauthorized use of the Network, prior to notification of the Company.

**2.26.4 Liability for Credit Card Fraud**

2.26.4.1 The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card, provided: (1) the Credit Card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders

2.26.4.2 The liability of the Customer for unauthorized use of the Network by Credit Card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2.26.4.3 The Customer must give the Company notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

### **3. DESCRIPTION OF SERVICES**

#### **3.1 Direct Inward Dial (DID) Trunk Service**

##### **3.1.1 Description**

3.1.1.1 DID Trunk Service provides a customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the Customer's incoming calls to be routed corresponding to each individual DID number. Charges for DID number blocks are listed below.

##### **3.1.2 Terms and Conditions**

3.1.2.1 DID service can be purchased in conjunction with Company-provided private lines. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for private lines contained herein.

- 3.1.2.2 So that the Company may efficiently manage its numbering resources, the Company, at its sole discretion reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.
- 3.1.2.3 The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

## **3.2 High Capacity Digital Services**

### **3.2.1 Description**

3.2.1.1 High Capacity Digital Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

The following high capacity digital services are offered in this tariff.

DS3 Service (44.736 Mbps), Channelized DS3, DS3 Hub Service  
DS1 Service (1.544 Mbps), Channelized DS1, DS1 Hub Service  
DS0 Service (up to 64 kbps)

3.2.1.2 Other services may be provided by the Company on an Individual Case Basis (ICB).



**3.2.2 Service Availability**

- 3.2.2.1 DS3, DS1 and DS0 service is available only where both endpoints of the circuit are served by the Company's network.
- 3.2.2.2 DS3 and DS1 channels where either: (1) both endpoints are served by another local exchange carrier's network or (2) where one endpoint of the transmission channel is served by another local exchange carrier's network (i.e., via a combination of the Company's facilities and another local exchange carrier's facilities) will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB), applied in a nondiscriminatory manner.

**3.2.3 DS3 Service (44.736 Mbps)**

3.2.3.1 This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. DS3 Service is for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +/- 20 ppm

Line Code: Bipolar with three-zero substitution

Test Load: 75 ohms resistive +/- 5%

Power Levels: For an all-ones transmitted pattern, the power in a 2 kHz band about 22.368 kHz shall be -1.8 to +5.77 dBm and the power in a 2 kHz band about 44.736 MHz shall be at least 20 dB below that in a 2 kHz band about 22368 kHz.

- 3.2.3.1.1 NOTE: The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 kHz bands.
- 3.2.3.2 Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the customer:
- 3.2.3.3 Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed since all 44.736 Mbps are considered customer data or voice.
- 3.2.3.4 M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits, which can be monitored to offer an appropriate measure of performance. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

3.2.3.5 C-bit Parity Framed DS3: A DS3 that can be used for subrated or nonsubrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

### **3.2.4 Channelized DS3 Service**

3.2.4.1 This service consists of 28 DS1 (1.544 Mbps) digital channels that connect two client locations each utilizing Channelized DS3 Service.

### **3.2.5 DS3 Hub Service**

3.2.5.1 This service consists of up to 28 DS1 (1.544 Mbps) digital channels, which are aggregated at a Company Hub onto a standard DS3 Circuit with Interoffice Mileage and End Link Access Charges at the terminating end.

**3.2.6 DS1 Service (1.544 Mbps)**

3.2.6.1 DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way, and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 1.544 Mbps  $\pm$  130 ppm

Line Code: AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros;

- or -

B8ZS: no minimum density of ones and no consecutive zeros limit.

Test Load: 100 ohms resistance.

Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.

Power Levels: For an all-ones transmitted pattern, the power in a 2 kHz band about 772 kHz shall be 12.4-18.0 dBm and the power in a 2 kHz band about 1544 kHz shall be at least 29 dB below that in a 2 kHz band about 771 kHz.

Pulse Imbalance: There shall be less than 0.5 dB-difference between the total power of the positive pulses and the negative pulses.

NOTES:

1. The CCITT specification is  $\pm 50$  ppm.
2. Recommended for new equipment: The power in a 2 kHz band about 772 kHz shall be 12.6-17.9 dBm. CCITT requirements: the power in a 3 kHz band about 772 kHz is 12.0-19.0 dBm.
3. CCITT requirements: the power in a 3 kHz band about 1544 kHz shall be at least 25 dB below that in a 3 kHz band about 772 kHz.

- 3.2.6.2 Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the customer:
- 3.2.6.3 Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193 Rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.
- 3.2.6.4 D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.
- 3.2.6.5 ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

### **3.2.7 Channelized DS1 Service**

- 3.2.7.1 This service consists of 24 DS0 (64 kbps) digital channels that connect two client locations each utilizing Channelized DS1 Service.

**3.2.8 DS1 Hub Service**

3.2.8.1 This service consists of up to 24 DS0 digital channels, which are aggregated at a Company Gateway onto a standard DS1 circuit with Interoffice Mileage at the terminating end.

**3.2.9 DS0 Service**

3.2.9.1 DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 64 kbps, or in multiples of 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

3.2.9.2 Each DS0 channel will be provided in one of the following configurations, as specified by the Customer.



- 3.2.9.2.1 Effective 2-Wire Service: Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2 wire- analog telephone circuit. Specific configurations are as follows:
- 3.2.9.2.2 2-Wire Transmission Only: 2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 0N02). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

- 3.2.9.2.3 Digital Services: Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:
- 3.2.9.2.4 64 Kbps Data Service: A 4-wire 135-ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported. (Possible NCI Code: 04DU5-64).
- 3.2.9.2.5 DS0 Hub Service: DS0 Hub Service allows a customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 and the distribution of End Link, circuits.

### **3.3 PRI Service**

#### **3.3.1 General**

##### 3.3.1.1 Description

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). PRI is a high capacity access path for communications providing voice or data transmission over the public network.

##### 3.3.1.2 Explanation of Terms

3.3.1.2.1 Circuit Switching: Circuit Switching is a switching technique in which an entire circuit or, in a digital switch equipped for ISDN, a specific selection of time slots, is dedicated to a given call.

3.3.1.2.2 Primary Rate Interface (PRI): PRI is an alternative for individual local exchange access loop services such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), Wide Area Telephone Service (WATS) Outward Service, WATS Toll Free Service and business trunks. PRI is provisioned on the 1.544 Mbps bandwidth and uses the Integrated Services Digital Network (ISDN) architecture to provide the customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport. In addition, PRI provides the customer with the service capabilities and features described in Section 3.3.3 following.

- 3.3.1.2.3 Integrated Services Digital Network: Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture that provides for the simultaneous access, transmission and switching of voice, data and image services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The ISDN architecture consists of digital switching systems, which connect Primary Rate Interface lines to their serving central office.
- 3.3.1.2.4 Network Interfaces: ISDN Primary Rate Interface is comprised of a limited set of standard user-network interfaces. The PRI customer premises equipment (CPE) located at the customer premises must be compatible with the network interface.

### **3.3.2 Regulations**

- 3.3.2.1 Customers subscribing to PRI must comply with ISDN Primary Rate Interfaces specifications, as designated by the Company.

### **3.3.3 Service Capabilities**

- 3.3.3.1 PRI provides the capability to:
  - 3.3.3.1.1 Transport customer information in the form of circuit-switched voice or data up to 64 kbps over any B channel.
  - 3.3.3.1.2 Where available, one (1) D channel can control up to 20 PRI Interface Arrangements. In such cases, a single D channel in one PRI Interface Arrangement handles all the signaling and control requirements of multiple PRI Interface Arrangements in a specific grouping allowing supplemental PRI Interface Arrangements to consist of 24 B channels.
  - 3.3.3.1.3 Allow the user to have access to the directory number of the calling party.

**3.3.4 Conditions**

- 3.3.4.1 Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
- 3.3.4.2 ISDN compatible terminal equipment is a requirement for operation. It is the customer's responsibility to power and obtain such equipment.
- 3.3.4.3 PRI service does not preclude the customer from originating or receiving circuit-switched voice calls from inside or outside either his/her serving central office or his/her Local Exchange Area. Where facilities are available, the customer will be able to originate and receive circuit-switched data calls outside of his/her serving central office.
- 3.3.4.4 This tariff does not apply to the transmission of packet data on the B or D channels.
- 3.3.4.5 Each circuit switched call will incur a charge of \$0.09.

- 3.3.4.6 Circuit-switched data calls will be billed on a local usage-sensitive basis, as specified in this tariff. Toll charges will apply when circuit-switched data calls are made outside of the Local Exchange Area.
- 3.3.4.7 All PRI Interface Arrangement configurations must have at least one 23B+D Interface Arrangement for signaling and control functions. A 23B + Back-up D Interface Arrangement is required whenever the PRI Interface Arrangements ordered and in-service would otherwise cause more than 47 B-Channels to be controlled by a single D channel.
- 3.3.4.8 Each PRI trunk group is equipped with one telephone number. Additional numbers may be ordered in blocks or ordered on an individual basis, as specified in Section 4.3.

### **3.3.5 Features**

- 3.3.5.1 Features available with PRI:
  - 3.3.5.1.1 **Back-up D Channel:** A Back-up D Channel automatically takes over for a failed D channel in case of trouble.



3.3.5.1.2 **Calling Line Identification:** Calling Line Identification allows the user to have access to the directory number of the calling party.

3.3.5.1.3 **Payment Options:** A PRI customer may select a 1, 2, 3 or 5-year contract. All PRI services and features at a given customer premises must be subscribed to the same payment option.

### **3.3.6 Additions to Service**

3.3.6.1 During the contract period, the customer may add PRI service at the same monthly rate as specified in the initial contract. The contract period for these additional services will end coterminous with the initial contract.

### **3.3.7 Changes in future contract rates**

3.3.7.1 If the monthly rates on a contract are lowered, the subscriber may be allowed to cancel their existing contract without penalty, providing they sign-up for a new contract of equal or greater monetary value. The subscriber will be subject to all terms, conditions and prices of the new contract.

### **3.3.8 Renewal Options**

3.3.8.1 Prior to the expiration of the existing contract period, a customer may extend the contract for another contract period without incurring termination liability charges. The new contract will indicate the designated rates then in effect. The new contract period must be for a period of time, which is equal to or greater than the remaining months in the old agreement. The contract period effective date will be the date the customer signs the new contract.

### **3.3.9 Availability of Service**

3.3.9.1 PRI service is available only where both endpoints of the circuit are served by the Company's network.

**3.4 [RESERVED FOR FUTURE USE]**

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Issued: August 27, 2001

Issued by: Kevin W. Brown, Vice President  
Quantum Telecommunications, Inc.  
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Effective: October 10, 2001

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## **3.5 Optional Features**

### **3.5.1 Preferred Call Forwarding**

3.5.1.1 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.

### **3.5.2 Regular Multi-line Hunting**

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

### **3.5.3 Remote Call Forwarding**

3.5.3.1 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.

### **3.5.4 Selective Call Rejection**

3.5.4.1 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 that the called party is not presently accepting the call.

**3.5.5 Speed Calling 8, Speed Calling 30**

3.5.5.1 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.

**3.5.6 Foreign Exchange Service**

3.5.6.1 Foreign Exchange Service is exchange service furnished from one exchange to a location in another exchange. The rates and charges applicable to Foreign Exchange Service exchange lines and trunks are the rates and charges for the class of service furnished, applicable within the foreign exchange. The long distance and local message charges and the extent of local service applicable are the same as apply to other Local Exchange Services provided from the same foreign exchange. Customers are eligible for Foreign Exchange Service should the distance between the two (2) local exchange central offices in question not exceed thirty-five (35) miles.

### **3.6 Directory Listings**

#### **3.6.1 Provision of Directory Listings**

- 3.6.1.1 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.
- 3.6.1.2 Listings are regularly provided in connection with all local service unless the customer subscribes to Non-Published Number Service.
- 3.6.1.3 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.
- 3.6.1.4 A listing must conform to the Company's specifications with respect to its directories.

- 3.6.1.5 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.
- 3.6.1.6 The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.
- 3.6.1.7 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.
- 3.6.1.8 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.

### **3.6.2 Primary Directory Listings**

#### **3.6.2.1 Number of Listings Provided Without Charge**

3.6.2.1.1 Except as provided in this Tariff, 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.

#### **3.6.2.2 Business Listings**

3.6.2.2.1 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.

3.6.2.3 Residential Listings

3.6.2.3.1 Residential listings consist of a name, the address of the premises at which service is rendered, and the telephone number.

3.6.2.3.2 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.

**3.6.3 Additional Directory Listings**

3.6.3.1 The regular extra listing rates and conditions apply to each regular or special type of additional listing ordered by the customer. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance. Additional listing charges are automatically discontinued upon termination of the main service. 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:



3.6.3.1.1 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.

3.6.3.1.2 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.

3.6.3.2 Special Types of Additional Listings

3.6.3.2.1 Duplicate and Reference Listings

3.6.3.2.1.1 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.

3.6.3.2.1.2 Alternate Listings

3.6.3.2.1.2.1. Listing of an alternate telephone number to be called in case no answer is received is permitted for customers to all classes of service.

3.6.3.2.1.2.2. 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.

3.6.3.2.1.2.3. 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.

3.6.3.3 Non-Published Number Service

3.6.3.3.1 General

3.6.3.3.1.1 Non-Published Number Service provides for the omission or deletion of a customer's telephone number listing from the Company's directories.

3.6.3.3.1.2 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.

- 3.6.3.3.2 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.
- 3.6.3.3.3 The rate for Non-Published Service does not apply to:
  - 3.6.3.3.3.1 Additional service furnished to the same customer who has other service listed in the directory at the same address.
  - 3.6.3.3.3.2 To a customer living in a hotel, hospital, retirement complex, apartment house, boarding house, or club if the customer is listed under the telephone number of the Private Branch Exchange, Centrex or Paystation Service furnished to such establishments.
- 3.6.3.3.4 Service which is installed for a temporary period.

- 3.6.3.3.5 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.

### **3.6.3.4 Liability for Directory Listing Service**

3.6.3.4.1 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 that may result from such error, omissions, or other failures. 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. 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.

### **3.6.3.5 Rates and Charges**

3.6.3.5.1 Rates and Charges for Directory Listings are contained in Section 4 of this Tariff.



### **3.6.3.6 Provision and Ownership of Directories**

- 3.6.3.6.1 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.
- 3.6.3.6.2 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 2.4 of this Tariff.

- 3.6.3.6.3 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.

### **3.7 Business Network Switched Services**

- 3.7.1 Business Network Switched Service provides a business customer with a connection to the Company's switching network that enables the customer to accomplish the following:
  - 3.7.1.1 place and receive calls from other stations on the public switched telephone network;
  - 3.7.1.2 access the Company's local calling service;
  - 3.7.1.3 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
  - 3.7.1.4 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).
- 3.7.2 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.

3.7.3 Connection charges as described in Section 3.7.4 herein apply to all service on a one-time basis unless waived pursuant to this Tariff.

### **3.7.4 Business Service Descriptions**

3.7.4.1 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.

3.7.4.1.1 **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. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines. A flat monthly rate as well as a per-call charge applies to basic business line service.

### **3.7.5 PBX Trunk Service**

3.7.5.1 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.

3.7.5.2 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.

3.7.5.2.1 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

### **3.7.5.3 PBX Trunks**

#### 3.7.5.3.1 Description

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

#### 3.7.5.3.2 Recurring and Nonrecurring Charges

3.7.5.3.2.1 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 Section 4 of this Tariff.

### **3.8 Residential Network Switched Services**

3.8.1 Residential Network Switched Service provides a residential customer with a connection to the Company's switching network, which enables the customer to:

3.8.1.1 place and receive calls from other stations on the public switched telephone network;

3.8.1.2 access the Company's local calling service;

3.8.1.3 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

3.8.1.4 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).

### **3.8.2 Residential Service Descriptions**

#### **3.8.2.1 Basic Residential Line Service**

##### 3.8.2.1.1 General

3.8.2.1.1.1 Basic Residential 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.

3.8.2.1.1.2 The Commission does not regulate the following items included in the Residential Services Package: Voice Mail, and Dial Up Internet Service. These items are priced separately outside this Tariff and are included in this Tariff only for informational purposes as part of the terms and conditions for the service package.



### **3.8.3 Directory Assistance Service**

#### 3.8.3.1 General

3.8.3.1.1 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.

#### 3.8.3.2 Regulations

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

3.8.3.2.1.1 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.

- 3.8.3.2.1.2 Requests from an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.
- 3.8.3.2.1.3 Residential customers will receive 6 free local directory assistance calls each month with 2 requests per call. A local directory assistance call is defined as any end user request for directory listing(s) within the originating call's NPA.

3.8.3.2.2 Directory Assistance Rates

3.8.3.2.2.1 The Directory Assistance Charge is contained in the Rate Schedule at Section 4.8 herein.

**3.8.4 Connection Charge**

**3.8.4.1 General**

3.8.4.1.1 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.

**3.8.4.2 Exceptions to the Charge**

3.8.4.2.1 The Company may from time to time waive or reduce the charge as part of a promotion.

**3.8.4.3 Rates and Charges**

3.8.4.3.1 Connection Charges are contained in Section 4.11 of this Tariff.

**3.8.5 Restoral Charge**

3.8.5.1 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 Tariff. Restoration charges are found in the Rate Schedule at the end of this Tariff.

**3.8.6 Moves, Adds And Changes**

3.8.6.1 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.

3.8.6.2 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:

- 3.8.6.2.1 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.
  - 3.8.6.2.2 Add: The addition of a vertical service to existing equipment and/or service at one location.
  - 3.8.6.2.3 Change: Change - including rearrangement or reclassification - of existing service at the same location.
- 3.8.6.3 The rates and charges for Moves, Adds and Changes are contained in Section 4.13.

### **3.8.7 Charges Associated With Premises Visit**

#### 3.8.7.1 Terms and Conditions

3.8.7.1.1 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.

3.8.7.1.2 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.

3.8.7.1.2.1 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.

3.8.7.2 Trouble Isolation Charge

3.8.7.2.1 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 equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

3.8.7.3 Rates and Charges

3.8.7.3.1 Rates and charges associated with a premise visit are priced outside of the Tariff and the descriptions shown above are included in the Tariff for informational purposes only.

**3.8.8 IntraLATA Toll Presubscription**

3.8.8.1 General

3.8.8.1.1 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.



- 3.8.8.1.2 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).
- 3.8.8.1.3 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.

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

3.8.8.2 Presubscription Charge Application

3.8.8.2.1 90-Day Initial Free Presubscription choice for Existing Users

3.8.8.2.1.1 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:

3.8.8.2.1.2 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.

- 3.8.8.2.1.3 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.
- 3.8.8.2.1.4 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 4.5.1 following.

3.8.8.2.2 Initial Free Presubscription Choice for New Users

3.8.8.2.2.1 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.

- 3.8.8.2.2.2 Initial free selection available to new end user or Pay Telephone Service Providers are:
- 3.8.8.2.2.3 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.
- 3.8.8.2.2.4 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.
- 3.8.8.2.2.5 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 Tariff.

3.8.8.2.3 Charge for IntraLATA Toll Presubscription

3.8.8.2.3.1 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 4.5.1.

3.8.8.2.4 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.

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

3.8.8.3.1 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.

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

3.8.8.4.1 Verification of Orders for Telemarketing

3.8.8.4.1.1 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:

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

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

3.8.8.4.1.2.2. The decision to change the PIC to the ITP; and



- 3.8.8.4.1.2.3. The customer's understanding of the PIC change fee; or
- 3.8.8.4.1.3 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
- 3.8.8.4.1.4 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).

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

3.8.9 IntraLATA Preferred Carrier Freeze Selection

3.8.9.1 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.

3.8.9.2 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.

3.8.9.3 The Federal Communications Commission and the Maryland Public Service Commission accepted the use of three-way calls to remove PIC freezes when the customer's IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for PIC changes of the Federal Communications Commission (e.g., independent 3rd party verification, written letter of agency from customer, electronic authorization) and the Maryland Public Service 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

3.8.9.4 Marketing of PIC Freeze Option

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

3.8.10 Informational Notice to Customers will be provided via written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service. Notification will not contain information on PIC-freeze service.

3.8.11 Primary Interexchange (PIC) Carrier Change Charge

3.8.11.1 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.

#### **4. RATES AND CHARGES**

##### **4.1 Calculation of Rates**

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by BA-MD. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 4.1.2 Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

## **4.2 Service Terms and Termination Liability**

### **4.2.1 Service Terms**

4.2.1.1 Business POTs, Residential POTs and DID, Optional features are offered for a minimum period of 30 days. All other services are offered for a minimum period of one (1) year. Some services may be offered for longer terms, such as two (2), three (3) or five (5) years.

### **4.2.2 Termination Liability**

4.2.2.1 Customer's termination liability for cancellation of service shall be equal to:

#### **4.2.2.2 One-Year Term**

4.2.2.2.1 Subscribers under a one year term contract, who disconnect services or features, in whole or in part, before expiration of the contract period, shall pay to the Company an early termination liability charge for each disconnected service or feature equal to the following: 75% of the one-year recurring rate multiplied by the number of months remaining on the contract period.

4.2.2.3 Two-Year Term

4.2.2.3.1 Subscribers under a two-year term contract, who disconnect services or features, in whole or in part, after one year but before the expiration of the contract period, shall pay to the Company an early termination liability charge for each disconnected service or feature equal to the following: the difference between the applicable two-year contract recurring rate and the applicable one-year recurring rate multiplied by the number of months of the contract period that have elapsed as of the date of disconnection.

- 4.2.2.3.2 Subscribers under a two-year term contract, who disconnect services or features, in whole or in part, before one year shall pay to the Company an early termination liability charge for each disconnected service or feature equal to the following: the difference between the applicable two-year contract recurring rate and the applicable one-year recurring rate multiplied by the number of months of the contract period that have elapsed as of the date of disconnection, plus 75% of the one-year recurring rate multiplied by the number of months remaining on the contract period.



4.2.2.4 Three-Year Term

4.2.2.4.1 Subscribers under a three-year term contract, who disconnect services or features, in whole or in part, after two years but before the expiration of the contract period, shall pay to the Company an early termination liability charge for each disconnected service or feature equal to the following: the difference between the applicable three-year contract recurring rate and the applicable two-year recurring rate multiplied by the number of months of the contract period that have elapsed as of the date of disconnection.

4.2.2.4.2 Subscribers under a three-year term contract, who disconnect services or features, in whole or in part, before one year shall pay to the Company an early termination liability charge for each disconnected service or feature equal to the following: the difference between the applicable three-year contract recurring rate and the applicable two-year recurring rate multiplied by the number of months of the contract period that have elapsed as of the date of disconnection, plus 75% of the one-year recurring rate multiplied by the number of months remaining on the contract period.

4.2.2.5 Five-Year Term

4.2.2.5.1 Subscribers under a five-year term contract, who disconnect services or features, in whole or in part, after three years but before the expiration of the contract period, shall pay to the Company an early termination liability charge for each disconnected service or feature equal to the following: the difference between the applicable five-year contract recurring rate and the applicable three-year recurring rate multiplied by the number of months of the contract period that have elapsed as of the date of disconnection.

4.2.2.5.2 Subscribers under a five-year term contract, who disconnect services or features, in whole or in part, before one year shall pay to the Company an early termination liability charge for each disconnected service or feature equal to the following: the difference between the applicable five-year contract recurring rate and the applicable three-year recurring rate multiplied by the number of months of the contract period that have elapsed as of the date of disconnection, plus 75% of the one-year recurring rate multiplied by the number of months remaining on the contract period.

### 4.3 Rates For DID Trunk Service

Non-recurring and Recurring charges per DID's apply as follows in all zones:

<u>Description</u>	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Blocks of 20 (T)	\$10.00	\$10.00
Individual DID Numbers	\$10.00	\$1.00 per DID Number

#### **4.4 Rates for High Capacity Digital Services**

##### **4.4.1 General**

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

##### **4.4.2 Rate Elements**

4.4.2.1 Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring rate for each service:

###### **4.4.2.2 Channel Termination**

4.4.2.2.1 In general, the channel termination rate element provides for the communications path between a customer-designated premises and the Company's facility. One channel termination charge will apply per customer-designated premises at which the channel is terminated. The charge will also apply where both the customer-designated premises and the Company facility are in the same building.

**4.4.2.3 Interoffice Channel Mileage Fixed**

4.4.2.3.1 This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate Customer premises or the Customer premise and the Company Gateway. This rate element applies per circuit.

**4.4.2.4 Interoffice Channel Mileage-Per Mile**

4.4.2.4.1 This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Customer premises or the Customer premise and the Company Gateway. Fractions of a mile are rounded up to the next whole mile before rates are applied.

**4.4.3 Rates For DS3 Service (44.736 Mbps)****4.4.3.1 Term**

4.4.3.1.1 There is a 1-year minimum service period for each DS3.

**4.4.3.2 Rates**

<b>Description</b>	<b>Monthly Recurring Charges (1 year term)</b>
Channel Termination (each)	\$ 1,500.00
Interoffice Channel Mileage (Fixed)	\$ 800.00
Interoffice Channel Mileage (Per Mile)	\$ 100.00
	<u>Non-Recurring Charges</u>
Installation (per circuit)	\$ 5,000.00

**4.4.3.3 Volume Discounts**

<b>Monthly Volume Discounts for DS3s Volume</b>	<b>Rate Per DS3 Channel</b>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$2,500.00	0	5%	10%
\$5,000.00	2%	7%	12%
\$10,000.00	3%	8%	13%
\$15,000.00	4%	9%	14%
\$20,000.00	4%	9%	14%
\$35,000.00	5%	10%	15%
\$50,000.00	6%	11%	16%
\$75,000.00	8%	13%	18%
\$100,000.00	9%	14%	19%
\$150,000.00	10%	15%	20%
\$200,000.00	11%	16%	21%
\$250,000.00	12%	17%	22%

Issued: August 27, 2001

Effective: October 10, 2001

Issued by: Kevin W. Brown, Vice President  
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**4.4.4 Rates for Channelized DS3 Service****4.4.4.1 Term**

4.4.4.1.1 There is a minimum 1-year service period for each Channelized DS3 Service.

**4.4.4.2 Rates**

<u>Service Configuration</u>	<u>Non-Recurring</u>	<u>Monthly Recurring (1 yr.)</u>
Twenty Eight (28) DS1s between two Customer Locations	Standard (Section 4.4.6 or 4.4.7 as applicable)	DS3 Rate Schedule (Section 4.4.3)
Digital Channels at Both Customer Locations	No incremental charge	No incremental charge

**4.4.5 Rates for DS3 Hub Service****4.4.5.1 Term**

4.4.5.1.1 There is a 1-year minimum service period for DS3 Hub Service.

**4.4.5.2 Rates**

<u>Service Configuration</u>	<u>Non-Recurring</u>	<u>Recurring</u>
DS3 Channel between a Customer Location and a Company Gateway	Standard (Section 4.4.3)	DS3 Rate Schedule (Section 4.4.3)
DS3 Hub Port at Company Gateway	N/A	\$500.00
End Link Access Charge	Standard (Section 4.4.6 or 4.4.7 as applicable)	DS1/DS0 Rate Schedule (Section 4.4.6 or 4.4.9 as applicable)

Issued: August 27, 2001

Effective: October 10, 2001

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**4.4.6 Rates For DS1 Service (1.544 Mbps)**

**4.4.6.1 Term**

4.4.6.1.1 There is a 1-year minimum service period for each DS1.

**4.4.6.2 Rates**

<u>Description</u>	<u>Monthly Recurring Charges (1 year term)</u>
Channel Termination (each)	\$ 175.00
Interoffice Channel Mileage (Fixed)	\$ 50.00
Interoffice Channel Mileage (Per Mile)	\$ 15.00
Foreign Exchange Service	\$ 12.00

Non-Recurring Charges

Installation (per circuit)	\$ 525.00
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**4.4.7 Rates for DS1 Hub Service****4.4.7.1 Term**

4.4.7.1.1 There is a minimum 1 year service period for each Hubbed DS1 Service.

**4.4.7.2 Rates**

<u>Standard Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
DS1 Channel between Customer location and a Company Gateway	Applying appropriate DS1 Nonrecurring Charge (Section 4.4.6)	Standard DS1 Rate Schedule (Section 4.4.6)
DS1 Hub at Company Gateway	N/A	\$500.00
DS0 End Link	Apply appropriate DS0 Nonrecurring Charge (Section 4.4.9)	Standard DS0 Rate Schedule (Section 4.4.9)

Issued: August 27, 2001

Effective: October 10, 2001

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**4.4.8 Rates for Channelized DS1 Service**

**4.4.8.1 Term**

4.4.8.1.1 There is a minimum 1 year service period for each channelized DS1.

**4.4.8.2 Rates**

<b>Service Component</b>	<b>Non-Recurring</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
Mileage Charge	Standard DS1 Rate Schedule	Standard DS1 Schedule (Section 4.4.6)	Standard DS1 Schedule (Section 4.4.6)	Standard DS1 Schedule (Section 4.4.6)
64 kbps x N (N >1)	Standard DS0 Rate Schedule (Section 4.4.9)	No Incremental Charges	No Incremental Charges	No Incremental Charges

**4.4.9 Rates for DS0 Service**

**4.4.9.1 Term**

4.4.9.1.1 There is a minimum 1-year service period for each DS0.

**4.4.9.2 Rates**

<u>DS0 Service</u>	<u>Non-Recurring</u>	<u>Fixed Charges</u>	<u>Monthly Recurring DS0 Mileage</u>
64 kbps	\$300.00	\$150.00	\$0.65/mile

**4.5 PIC Change Charge**

4.5.1 Subject to the conditions listed in Section 3.8.8, the following rates apply:

	<b>Non- Recurring</b>
First intraLATA toll carrier selection made by the Customer	No Charge
Each subsequent intraLATA or interLATA PIC change initiated by the Customer (both residential and business):	\$5.00

**4.6 Rates for PRI Service****4.6.1 Application of Rates**

- 4.6.1.1 PBX trunk functionality is included in the PRI Service rates and charges.
- 4.6.1.2 Existing tariff rates, charges and regulations for DID service apply, where required. This includes DID numbers and trunk connection charges. Tariffed DID trunk connection charges apply for each DID trunk and DID SFG member provisioned on the PRI Interface Arrangement.

4.6.1.3 Individual Additional Telephone Numbers may be ordered from this tariff without incurring DID trunk connection charges.

4.6.1.4 Trunk hunting is included in the rates and charges.

#### 4.6.2 Rates and Charges

	<b>Installation Charge</b>	<b>Per Month</b>
Primary Rate Circuit, each		
1-Year Contract	\$1,500.00	\$450.00
2-Year Contract	\$1,500.00	\$430.00
3-Year Contract	\$1,500.00	\$410.00
4-Year Contract	\$1,500.00	\$390.00
Circuit-Switched Data Usage, per account	\$-0-	\$0.05 per minute
Circuit switched call, each	\$-0-	\$0.09 per call
Optional Features:		
Individual Add'l Tel. Number, each	\$25.00	\$3.00



**4.7 Rates for Optional Features**

<b>Optional Features (Per Line/Per Month)</b>	<u>Business</u>	<u>Residence</u>
Call Forwarding	\$ 2.00	\$ 2.98
Call Forwarding – Busy Line	\$ 1.00	
Call Forwarding – Don't Answer	\$ 1.00	
Call Forwarding – Busy Line/Don't Answer	\$ 1.00	
Call Waiting/Cancel Call Waiting	\$ 2.00	
Distinctive Ringing Per independent number	\$ 3.25	\$ 2.93
Speed Calling 8 Number List	\$ 1.00	\$ 0.98

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<b>Optional Features (Per Line/Per Month)</b>	<u>Business</u>	<u>Residence</u>
30 Number List	\$ 2.25	\$ 2.60
Anonymous Call Rejection	\$ 1.50	\$ 1.95
Call ID – Name and Number	\$ 4.75	\$ 6.80
Call ID Number Only	\$ 4.25	
Call Waiting	\$ 2.00	\$ 3.49
Priority Call	\$ 1.75	\$ 1.95
Repeat Call	\$ 1.25	\$ 1.30
Return Call	\$ 2.25	\$ 2.60
Select Forward	\$ 2.25	\$ 2.60
3-Way Calling	\$ 2.00	\$ 2.28
Ultra Forward	\$ 3.00	\$ 2.93
Call Gate Blocking Option	\$ 2.00	
Call Block	\$ 2.25	\$ 2.60
Pager Notification		\$ 1.95
Easy Voice		\$ 2.44
Home Intercom		\$ 1.46
Intercom Extra		\$ 4.23
Home Voice Mail		\$ 6.80
Foreign Exchange Service	\$12.00	\$12.00

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**4.8 Rates for Directory Listings**

Primary Service Listing (Per Month)	N/C
Non-listed Telephone Number per listing	\$1.10
Non-published Telephone Number per listing	\$1.45

**4.9 Rates for Basic Business Line Service**

<u>Monthly Recurring Charges:</u>	Message Unit (Per call)	Monthly
Individual Business Line / PBX Trunk (DS-0)	\$0.00	\$30.00
Centrex	\$0.00a	\$36.00

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**4.10 Residential Packages**

	Monthly Recurring Charges	Recurring Charge/Mo.
Economy Package	Dial tone line plus Call Forwarding, Call Waiting and choice of Caller ID or Voice Mail	\$28.00
Standard Package	Dial tone line plus Call Forwarding, Call Waiting and choice of Caller ID or Voice Mail and includes Unlimited Dial-Up Internet Access	\$47.00
Deluxe Package	Dial tone line plus Call Forwarding, Call Waiting, Caller ID, Voice Mail and Unlimited Dial-Up Internet Access.	\$52.20

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<b>4.11</b>	<b>Connection Charges</b>	<u>Per Line</u>
	<u>Installation - Business</u>	\$ 85.00
	<u>Installation - Residence</u>	\$ 45.00
<b>4.12</b>	<b>Restoration Charges</b>	
	Service Orders - Business	See Connection Charges
	Service Orders - Residence	See Connection Charges
<b>4.13</b>	<b>Moves Or Changes</b>	
		<u>Per Visit</u>
	Premises Visit Order Charge	\$ 42.00
	Labor Charge, each 15 minutes	\$ 16.00

**4.14 [RESERVED FOR FUTURE USE]**

**4.15 Busy Verification And Interrupt Service**

Verification Charge, each request	\$ 0.75
Interrupt Charge, each request	\$ 1.20

**4.16 Local Operator Service**

Local Operator Assistance, per call:	\$ 2.00
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**4.17 Blocking Service**

900 and 700 Blocking	<u>Nonrecurring Charge</u> \$25.00
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**4.18 Directory Assistance**

Local Directory Assistance (after 6th call per billing period)	\$0.40/call
Local Directory	\$0.40/call

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**5. SPECIAL ARRANGEMENTS**

**5.1 Special Construction**

**5.1.1 Basis for Charges**

5.1.1.1 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 and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

**5.1.2 Basis for Cost Computation**

5.1.2.1 The costs referred to in Section 5.1.1 may include one or more of the following items to the extent they are applicable:

5.1.2.2 cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

5.1.2.2.1 equipment and materials provided or used,

5.1.2.2.2 engineering, labor and supervision,

5.1.2.2.3 transportation, and



- 5.1.2.2.4 rights of way;
- 5.1.2.2.5 cost of maintenance;
- 5.1.2.2.6 depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 5.1.2.2.7 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 5.1.2.2.8 license preparation, processing and related fees;
- 5.1.2.2.9 tariff preparation, processing and related fees;
- 5.1.2.2.10 any other identifiable costs related to the facilities provided; and
- 5.1.2.2.11 an amount for return and contingencies.

### **5.1.3 Termination Liability**

- 5.1.3.1 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 the Customer.
- 5.1.3.2 The termination liability period shall be specified in writing between the Company and the Customer in the case of specially constructed facilities.
- 5.1.3.3 The amount of the maximum termination liability is equal to the estimated amounts for:
  - 5.1.3.3.1 Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - 5.1.3.3.1.1 equipment and materials provided or used,
    - 5.1.3.3.1.2 engineering, labor and supervision,
    - 5.1.3.3.1.3 transportation, and

- 5.1.3.3.1.4 rights of way;
- 5.1.3.3.2 license preparation, processing, and related fees;
- 5.1.3.3.3 tariff preparation, processing, and related fees;
- 5.1.3.3.4 cost of removal and restoration, where appropriate;  
and
- 5.1.3.3.5 any other identifiable costs related to the specially  
constructed or rearranged facilities.

## **5.2 Individual Case Basis ("ICB") Arrangements**

5.2.1 ICB Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a bid for a service that the Company is technically capable of providing but which is not generally offered under this tariff (special assembly). ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

## **5.3 Promotional Offerings**

5.3.1 The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

#### **5.4 Trial Services**

5.4.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

#### **5.5 Non-Routine Installation and/or Maintenance**

5.5.1 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.

**5.6 [RESERVED]**

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