

TITLE PAGE

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

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Issued by:
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CHECKLIST

The pages listed below, which are inclusive of pages of this Tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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SYMBOLS PAGE

The following symbols are only used to indicate changes or revisions to the tariff as follows:

- (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

TARIFF FORMAT PAGE

A. Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Maryland Public Service Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Maryland Public Service Commission follows in their tariff approval process, the most current pages number on file with the Maryland Public Service Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence – There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(A)
2.1.1.A.1.(A)(1)
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D. Check Page – When a tariff filing is made with the Maryland Public Service Commission, an undated check page(s) accompanies the tariff filing. The check page sets forth the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check page is updated to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on the check list if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check page to find out if a particular page is the most current on file with the Maryland Public Service Commission.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**1.0 TECHNICAL TERMS AND ABBREVIATIONS****1.1 Definitions**

Access Line: An arrangement from a local exchange telephone company or other Common Carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Authorization Code: A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with authorization code.

Authorized User: A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

Commission – The Maryland Public Service Commission (or “MD-PSC”).

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company, Carrier, Utility or QTI: Quantum Telecommunications, Inc. (“QTI”), the issuer of this tariff.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to Company's services.

End-user: 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.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS
(CONTINUED)

End-User Premises: A location designated by the Customer for the purposes of connecting to Company's services.

High Speed Digital Connection Service: Any data service offered by Company herein or any combination of such services.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer and at Company's sole discretion.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given, for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Kbps: Kilobits per second; denotes thousands of bits per second.

LATA: 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 FCC No. 4.

Month-to-Month: Services ordered by the Customer and provided by Company with no agreed fixed term of months.

MOU: Minutes of use; refers to a billing mechanism predicated on minutes of use (as opposed to flat rate billing).

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS
(CONTINUED)

Recurring Charges: Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service: Any means of service offered herein or any combination thereof.

Service Order Form: The written request for Company's services executed by the Customer and Company in the format devised by Company. The signing of a Service Order Form by the Customer and acceptance by Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station: The network control signaling unit and any other equipment provided at the Customer Premises which enables the Customer to establish communications connections and to effect communications through such connections.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term Agreement: An agreement between Company's and the Customer for a fixed term of months.

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company's location.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company's and Customer for each circuit.

1.2 Application of the Tariff

1.2.1 General

1.2.1.A This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.

1.2.1.B The Company's services are available to business and residential customers.

1.2.1.C The Company's service territory is statewide.

SECTION 2 – RULES AND REGULATIONS

2.0 RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 The Company undertakes to furnish interexchange services within the State of Maryland in accordance with the terms and conditions set forth in this tariff.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.A The payment of all applicable charges pursuant to this tariff;

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

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

2.2.1.D 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.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

- 2.2.1.E Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company’s facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.F Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 Indemnification
 - 2.2.2.A With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.A.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - 2.2.2.A.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.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

- 2.2.2.A.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.2.A.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts, which are applicable to such connections.
- 2.2.2.A.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 General

- 2.3.1.A 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:

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.3.2 Service Irregularities

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

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

2.3.3 Claims of Misuse of Service

2.3.3.A 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.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.3.4 Defacement of Premises

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

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

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

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.3.6 Service at Outdoor Locations

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

2.3.7 Warranties

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

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

2.3.8 Limitation of Liability

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

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.4 Application for Service

2.4.1 Minimum Contract Period:

- 2.4.1.A Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.B Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.C The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

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

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

- 2.4.2.B.1 The total costs of installing and removing such facilities; or
- 2.4.2.B.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.
- 2.4.2.B.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

2.5.1 General

- 2.5.1.A The Company will bill the customer directly for services provided pursuant to this Tariff. 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 2.14 of this tariff.

2.5.2 Payment of Charges

- 2.5.2.A 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.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.6 Customer Deposits

2.6.1 General

- 2.6.1.A 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.

2.6.2 Credit

- 2.6.2.A In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
 - 2.6.2.B Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
 - 2.6.2.C Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - 2.6.2.D Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
 - 2.6.2.E 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.

2.6.3 Customer Credit Regulations

- 2.6.3.A 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.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.6.4 Establishing Good Credit for Residential Service

- 2.6.4.A In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- 2.6.4.B Was a customer of a Maryland utility within the preceding 2 years;
- 2.6.4.C Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
- 2.6.4.D Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
- 2.6.4.E Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.

2.6.5 Reestablishing Credit

- 2.6.5.A Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.

2.6.6 Advance Payment

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

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.6.7 Deposits Maintained in a Maryland Bank

- 2.6.7.A 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.

2.7 Late Payment Charges

2.7.1 General

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

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.8 Customer Complaints and Billing Disputes

2.8.1 Notification

- 2.8.1.A Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.8.2 Complaints

- 2.8.2.A Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, MD 21202
410-767-8028 (Office of External Relations)
410-767-8000 (Main PSC number)

- 2.8.2.B The Company provides the following toll free number ((888) 889-INET) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.9 Allowance for Interruptions in Service

2.9.1 General

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

2.9.2 Allowance for Interruptions in Service

- 2.9.2.A A credit allowance will be given when service is interrupted, except as specified in Section 2.9.3 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.
- 2.9.2.B 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.
- 2.9.2.C 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 considered by the Company to be impaired.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.9.3 Limitations on Allowances

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

- 2.9.3.A.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;
- 2.9.3.A.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 2.9.3.A.3 Due to circumstances or causes beyond the control of the Company;
- 2.9.3.A.4 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 2.9.3.A.5 During any period in which the Customer continues to use the service on an impaired basis;
- 2.9.3.A.6 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;
- 2.9.3.A.7 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.9.3.A.8 That was not reported to the Company within thirty (30) days of the date that service was affected.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.9.4 Use of Another Means of Communications.

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

2.9.5 Application of Credits for Interruptions in Service

2.9.5.A Pursuant to COMAR 20.45.05.09 K, 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 prorated basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities or, the interrupted portion of the circuit will receive a credit.

2.9.5.B For calculating credit allowances, every month is considered to have thirty (30) days.

2.9.5.C 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 interruption.

2.9.5.D Interruptions of 24 Hours or Less

2.9.5.D.1 Length of Interruption to be Credited

2.9.5.D.1.(a) Less than 15 minutes – None

2.9.5.D.1.(b) 15 minutes up to but not including 3 hours - 1/10 Day

2.9.5.D.1.(c) 3 hours up to but not including 6 hours - 1/5 Day

2.9.5.D.1.(d) 6 hours up to but not including 9 hours - 2/5 Day

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

- 2.9.5.D.1.(e) 9 hours up to but not including 12 hours - 3/5 Day
- 2.9.5.D.1.(f) 12 hours up to but not including 15 hours - 4/5 Day
- 2.9.5.D.1.(g) 15 hours up to but not including 24 hours - One Day
- 2.9.5.D.1.(h) Continuous Interruption Over 24 Hours and Less Than 72 Hours
- 2.9.5.D.1.(i) 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.

2.9.5.D.2 Interruptions over 72 Hours

- 2.9.5.D.2.(a) 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 Taxes and Fees**2.10.1 General**

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

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

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

2.11 Returned Check Charge

2.11.1 General

- 2.11.1.A The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

2.12.1 General

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

2.13 Special Customer Arrangements

2.13.1 General

- 2.13.1.A 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.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

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

2.14.1.A.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.

2.14.1.A.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.14.1.A.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.14.1.A.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.14.1.A.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2.14.2 Denial of Service Requiring Notice

2.14.2.A The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

2.14.2.A.1 Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

- 2.14.2.A.2 Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
- 2.14.2.A.3 Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
- 2.14.2.A.4 Non-payment of Bill.
- 2.14.2.A.4.(a) For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
- 2.14.2.A.4.(b) 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.
- 2.14.2.A.4.(c) Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
- 2.14.2.A.4.(d) Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.2.A.4.(e) Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.14.2.A.4.(f) Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

2.14.3 Insufficient Reasons for Denial of Service

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

2.14.3.A.1 Failure of a prior customer to pay for service at the premises to be serviced;

2.14.3.A.2 Failure to pay for a different class of service for a different entity;

2.14.3.A.3 Failure to pay the bill of another customer as guarantor of that bill;

2.14.3.A.4 Failure to pay directory advertising charges;

2.14.3.A.5 Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

2.14.3.A.6 Failure to pay an outstanding bill that is over 7 years old, unless the:

2.14.3.A.6.(a) Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.14.3.A.6.(b) Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.14.3.A.6.(c) Outstanding bill is for service obtained by the customer by means of an application made:

2.14.3.A.6.(c).I In a fictitious name,

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

- 2.14.3.A.6.(c).II In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
 - 2.14.3.A.6.(c).III In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
 - 2.14.3.A.6.(c).IV Without disclosure of a material fact or by misrepresentations of a material fact.
- 2.14.3.A.6.(d) This regulation applies to both residential and nonresidential classes of service.

2.15 Provision of Service and Facilities

2.15.1 Unlawful Use of Service

2.15.1.A General

- 2.15.1.A.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
- 2.15.1.A.2 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.15.1.A.3 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.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.15.2 Law Enforcement

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

2.16 Interference with or Impairment of Service

2.16.1 General

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

2.17 Telephone Solicitation by Use of Recorded Messages

2.17.1 General

- 2.17.1.A 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.

SECTION 2 – RULES AND REGULATIONS
(CONTINUED)

2.18 Incomplete Calls

2.18.1 General

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

2.19 Overcharge/Undercharge

2.19.1 General

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

SECTION 3 – DESCRIPTION OF SERVICES**3.0 DESCRIPTION OF SERVICES****3.1 Timing of Calls****3.1.1 When Billing Charges Begin and End For Phone Calls**

3.1.1.A The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2-way communication, often referred to as "conversation time" is possible.). The determination of when a called party picks up is made when the hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

3.1.2.A The minimum call duration for billing purposes is six seconds for a connected call and calls beyond six seconds are billed in six-second increments.

3.1.2.B Billing will be rounded up to the nearest six-second interval for each call.

3.1.2.C Pursuant to COMAR 20.45.04.01D, there shall be no charges for uncompleted calls.

3.1.3 Calculation of Distance

3.1.3.A Where the charges for service are specified based upon distance, the following rules apply:

SECTION 3 – DESCRIPTION OF SERVICES
(CONTINUED)

- 3.1.3.A.1 Distance between two points is measured as airline distance between the wire centers associated with the originating and terminating points of a call. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC No. 4, associated with each NPA-NXX combination (where NPA is area code and NXX is first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the “V” (vertical) and “H” (horizontal) coordinates as set forth in any applicable Company tariffs on file with the FCC.
- 3.1.3.A.2 Add the square of the “V” difference and the square of the “H” difference obtained in 3.1.3.A.1. The airline distance between any two wire centers is determined as follows:
- 3.1.3.A.2.(a) Obtain the “V” and “H” coordinates for each wire center from the above-referenced NECA tariff.
 - 3.1.3.A.2.(b) Compute the difference between the “V” coordinates of the two wire centers; and the difference between the two “H” coordinates.
 - 3.1.3.A.2.(c) Square each difference obtained in step 3.1.3.A.2(b) above.
 - 3.1.3.A.2.(d) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - 3.1.3.A.2.(e) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 3.1.3.A.3 The mileage to be used to determine interexchange service rates are calculated on the airline distance between rate centers associated with the originating and terminating points of the call. The V&H coordinates method is used to determine mileage. This method is set forth in Section 3.1.3.A.2

SECTION 3 – DESCRIPTION OF SERVICES
(CONTINUED)

3.1.3.A.4 The formula for calculating distance is $[(V1 - V2)^2 + (H1 - H2)^2]/10]^{1/2}$

3.1.4 Minimum Call Completion Rate

3.1.4.A A customer can expect a call completion rate of not less than 90% during peak use periods for all FGD services.

3.1.5 Company Calling Card Service

3.1.5.A Company Calling Card service is a calling card offered to residential and business Customers who subscribe to the Company's long distance service calling plan. Customers using the Company's calling card service access the service by dialing a 1-800/888 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Company's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute.

3.1.6 Description of Message Toll Service

3.1.6.A Message Toll Service calling service provides a Customer with the ability to originate calls from a Company-provided access line to other Stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's local calling area but within the State of Maryland.

SECTION 3 – DESCRIPTION OF SERVICES

3.2 Reserved for Future Use

SECTION 3 – DESCRIPTION OF SERVICES

3.3 Reserved for Future Use

SECTION 3 – DESCRIPTION OF SERVICES

3.4 Reserved for Future Use

SECTION 4 – RATES

4.0 RATES

4.1 Rate Categories

4.1.1 Description of Rates and Charges for Message Toll Service

- 4.1.1.A The service is flat rated and billed in six-second increments. The duration of each call will be rounded to the nearest six-second increment for billing purposes. Additionally, fractional cents will be rounded to the next highest six-second increment. Minutes of use (MOU) or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be measured in minutes and seconds.

SECTION 4 – RATES
(CONTINUED)**4.2 Long Distance Service (LDS)**

4.2.1 Outbound Switched LDS

4.2.1.A Rates

		<u>Per Minute of Use</u>			
	<u>Usage per Month</u>	<u>Month to</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
		<u>Month</u>			
\$	0-499.99	\$.1156	\$.1130	\$.1120	\$.1100
\$	500.00-1,499.99	\$.1090	\$.1070	\$.1050	\$.1030
\$	1,500.00-2,999.99	\$.1020	\$.0990	\$.0970	\$.0950
\$	3,000.00-9,999.99	\$.0940	\$.0920	\$.0910	\$.0900
\$	10,000.00-19,999.99	\$.0890	\$.0870	\$.0860	\$.0850

4.2.2 Outbound Dedicated LDS

4.2.2.A Rates

		<u>Per Minute of Use</u>			
	<u>Usage per Month</u>	<u>Month to</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
		<u>Month</u>			
\$	1,500.00-2,999.99	\$.1020	\$.0990	\$.0970	\$.0950
\$	3,000.00-9,999.99	\$.0940	\$.0920	\$.0910	\$.0900
\$	10,000.00-19,999.99	\$.0890	\$.0870	\$.0860	\$.0850

* - indicates a dedicated T1 is available. An additional monthly recurring local loop charge plus a \$250.00 T1 charge will apply.

SECTION 4 – RATES
(CONTINUED)**4.3 Toll Free Service**

4.3.1 Inbound Switched Toll Free

4.3.1.A Rates

		<u>Per Minute of Use</u>			
	<u>Usage per Month</u>	<u>Month to</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
		<u>Month</u>			
\$	0-499.99	\$.1156	\$.1130	\$.1120	\$.1100
\$	500.00-1,499.99	\$.1090	\$.1070	\$.1050	\$.1030
\$	1,500.00-2,999.99	\$.1020	\$.0990	\$.0970	\$.0950
\$	3,000.00-9,999.99	\$.0940	\$.0920	\$.0910	\$.0900
\$	10,000.00-19,999.99	\$.0890	\$.0870	\$.0860	\$.0850

4.3.2 Inbound Dedicated Toll Free

4.3.2.A Rates

		<u>Per Minute of Use</u>			
	<u>Usage per Month</u>	<u>Month to</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
		<u>Month</u>			
\$	1,500.00-2,999.99	\$.1020	\$.0990	\$.0970	\$.0950
\$	3,000.00-9,999.99	\$.0940	\$.0920	\$.0910	\$.0900
\$	10,000.00-19,999.99	\$.0890	\$.0870	\$.0860	\$.0850

SECTION 4 – RATES
(CONTINUED)**4.4 Toll Free Service**

4.4.1 Recurring and Non-Recurring Rates

4.4.1.A Rates

	<u>Monthly Recurring</u>	<u>Non- Recurring</u>
Shared charge per 800 number	N/A	N/A
Dedicated charge per routing arrangement	N/A	N/A
Advanced features (per feature)		\$10.00
1 routing feature	\$ 5.00	N/A
3 routing features	\$10.00	N/A
All routing features	\$20.00	N/A

**SECTION 4 – RATES
(CONTINUED)**

4.5 Miscellaneous Services

4.5.1 Operator Service

4.5.1.A Per minute usage rates:

Rate Mileage	DAY		EVENING		NIGHT/WEEK END	
	Initial Period	Each Add'l Minute	Initial Period	Each Add'l Minute	Initial Period	Each Add'l Minute
1 – 10	\$.2100	\$.1000	\$.1500	\$.0700	\$.1000	\$.0600
11 – 16	0.2200	0.1500	0.1800	0.0900	0.1200	0.0700
17 – 22	0.2500	0.1700	0.2000	0.1000	0.1300	0.0800
23 – 30	0.2700	0.2100	0.2400	0.1400	0.1600	0.0900
31 – 40	0.2800	0.2200	0.2500	0.1500	0.1800	0.1100
41 – 55	0.2900	0.2300	0.2600	0.1900	0.1900	0.1200
56 – 70	0.3000	0.2400	0.2700	0.2000	0.2000	0.1300
71 – 124	0.1300	0.2500	0.2800	0.2100	0.2100	0.1400

<u>Per call rates:</u>		
A.	Person-to-Person	\$3.00
B.	Station-to-Station	\$2.00
C.	Operator Dialed Charge (applies in addition to other operator charges)	\$0.60
D.	Partially Automated Surcharge N/A (applies in addition to other operator charges)	
E.	Busy Line Verification	\$0.90
F.	Busy Line Interrupt	\$1.20

SECTION 4 – RATES
(CONTINUED)

4.5.2 Quantum Telecommunications, Inc. Calling Card Service

4.5.2.A Rates

Standard Usage Charges**- (per minute of use)**

Peak/Off-Peak Rate	\$0.24
Surcharge	\$0.31

Operator-Assisted Calls

Person-to-Person surcharge	\$4.65
Station-to-Station surcharge	\$1.00

Directory Assistance Calls

Requested Number Charge	\$1.26
Call Completion Charge (per minute)	NC

Enhanced Feature Charges

Conference Calling	
Per established line	\$2.50
Per minute of usage per line (Day)	\$0.09
(Weekend)	\$0.35
Voice Mail Access	
Per minute of usage	\$0.32
Voice Messaging (per minute of usage)	
1 message	\$2.90
Up to 5 messages	\$9.39
Up to 10 messages	\$16.90
Up to 20 messages	\$31.00
Message status	NC
News and Information	
Per minute of usage	N/A
Speed Dialing	NC

SECTION 4 – RATES
(CONTINUED)

4.5.3 Directory Assistance

4.5.3.A Description

4.5.3.A.1 Customers and Users of the Company's calling services may obtain directory assistance in determining telephone numbers within Maryland by calling the Directory Assistance operator.

4.5.3.B Rates

4.5.3.B.1 Directory Assistance charges apply for all requests for which the Company's facilities are used, after the use by the customer of the number of "free" calls to Directory Assistance required by rules of the Public Service Commission. Residential customers receive six (6) free Directory Assistance calls per month with two (2) requests per call. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

4.5.3.B.2 Local

4.5.3.B.2.(a) Per Number Requested - Customer dialed - Business \$ 0.75

4.5.3.B.2.(b) Per Number Requested - Customer dialed - Residence \$ 0.75

4.5.3.C A credit will be given for calls to Directory Assistance when:

4.5.3.C.1 the Customer experiences poor transmission or is cut-off during the call,

4.5.3.C.2 the Customer is given an incorrect telephone number, or

4.5.3.C.3 the Customer inadvertently misdials an incorrect Directory Assistance NPA.

4.5.3.D To receive a credit, the customer must notify the Company Business Office of the problem experienced.

SECTION 4 – RATES
(CONTINUED)

4.5.3.E No Charge Will Apply for Customers with a Physical or Visual Handicap

4.5.3.E.1 A Customer with a physical or visual handicap that precludes the use of a telephone company directory shall not be charged for calls to Directory Assistance if the Customer presents satisfactory proof of such physical or visual handicap.

4.6 Exemptions and Special Rates

4.6.1 Discounts for Hearing Impaired Customers

4.6.1.A A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.6.2 Operator Assistance for Handicapped Persons

4.6.2.A Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

SECTION 4 – RATES
(CONTINUED)

4.6.3 Discounts for Telecommunications Relay Service

- 4.6.3.A For intrastate toll calls received from the telecommunications relay service, there will be a 50 percent discount off the applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

SECTION 4 – RATES
(CONTINUED)

4.7 Reserved for Future Use

SECTION 4 – RATES
(CONTINUED)

4.8 Reserved for Future Use

SECTION 4 – RATES
(CONTINUED)

4.9 Reserved for Future Use

SECTION 5 – SPECIAL PROMOTIONS

5.0 SPECIAL PROMOTIONS

5.1 General

5.1.1 Description

- 5.1.1.A The Company will, from time to time, offer special promotions to its Customers waiving certain charges. These promotions will be approved by the Commission with specific starting and ending dates, and be made part of this Tariff. A special promotion will last no more than 90 days in a twelve-month period.

SECTION 5 – SPECIAL PROMOTIONS
(CONTINUED)

5.2 Reserved for Future Use.

SECTION 5 – SPECIAL PROMOTIONS
(CONTINUED)

5.3 Reserved for Future Use.

SECTION 5 – SPECIAL PROMOTIONS
(CONTINUED)

5.4 Reserved for Future Use.

SECTION 5 – SPECIAL PROMOTIONS
(CONTINUED)

5.5 Reserved for Future Use.

SECTION 5 – SPECIAL PROMOTIONS
(CONTINUED)

5.6 Reserved for Future Use.