

TITLE PAGE

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

ISSUED: October 1, 2001

EFFECTIVE: March 27, 2002

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

CHECK PAGE

The pages listed below, which are inclusive 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 of the bottom of this page.

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

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Quantum Telecommunications, Inc.
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Quantum Telecommunications, Inc.
2975-B Manchester Road
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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

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

TARIFF FORMAT

- A. **Page Numbering:** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be “Original Page 14.1”.
- B. **Page Revision Numbers:** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in the tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Page for the page currently in effect.
- C. **Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 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).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Pages:** When a tariff filing is made with the Commission, an updated Check Page accompanies the tariff filing. The Check Page lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. 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 Commission.

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.0 TECHNICAL TERMS AND ABBREVIATIONS**

Advance Payment: Part or all of a payment required before the start of service.

Application Date: Date that a Customer makes a request for service.

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.

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

Busy Hour Minutes Of Capacity (“BHMC”): This term refers to the maximum amount of access minutes an interexchange company expects to be handled in an end-office switch at peak activity during any hour between 8:00 am and 11:00pm.

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

Communications Carrier: A telecommunications carrier other than the issuer of this tariff providing exchange access or telephone exchange services.

Communications Services: Exchange access services provided by the Company pursuant to this tariff.

Company or Carrier: Quantum Telecommunications, Inc., the issuer of this tariff

Customer (or “User”): The person or entity responsible for the payment of charges for the access services provided pursuant to this tariff.

Demarcation Point: The point at which the Company's facilities end and the customer's facilities begin. A demarcation point may be located at the minimum point of entry, pedestal, or at the customer's premises. The Company bears no responsibility for facilities, signals or quality of service at any point on the customer's side of the demarcation point.

Exchange Telephone Company: A telecommunications common carrier providing exchange access, telephone exchange or interexchange telecommunications service.

Joint User: 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.

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 F.C.C. No. 4, or by other appropriate means.

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Quantum Telecommunications, Inc.
2975-B Manchester Road
Manchester, Maryland 21102**

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS
(CONTINUED)**

Local Usage: Customer uses exchange access services to reach the Company's switched network and transmit calls within an exchange.

Mbps: Megabits; denotes millions of bits per second.

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

Multi-Frequency or (MF): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Network: Refers to the Company's facilities, equipment, and services provided under this tariff.

Other Telephone Company: An Exchange Telephone Company other than the Company or issuer of this tariff.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the duration of the service.

Service Commencement Date or "Service Date": 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.

Service Order: 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.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

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Quantum Telecommunications, Inc.
2975-B Manchester Road
Manchester, Maryland 21102**

SECTION 2 – RULES AND REGULATIONS

2.0 RULES AND REGULATIONS

2.1 Application of the Tariff

2.1.1 General

- 2.1.1.A This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 2.1.1.B The Company's services are available to business and residential customers.
- 2.1.1.C The Company's service territory is statewide.

2.2 Undertaking of the Company

2.2.1 General

- 2.2.1.A The Company undertakes to furnish access services within the State of Maryland in accordance with the terms and conditions set forth in this tariff.

2.3 Obligations of the Customer

2.3.1 The customer shall be responsible for:

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

SECTION 2 – RULES AND REGULATIONS

- 2.3.1.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.
- 2.3.1.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.
- 2.3.1.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.

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

**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)**

- 2.3.1.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.
- 2.3.1.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.

2.3.2 Indemnification

- 2.3.2.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:
- 2.3.2.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
- 2.3.2.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.

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Quantum Telecommunications, Inc.
2975-B Manchester Road
Manchester, Maryland 21102

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(CONTINUED)**

- 2.3.2.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.
- 2.3.2.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.
- 2.3.2.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.

2.4 Liability of the Company**2.4.1 General**

- 2.4.1.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:

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2975-B Manchester Road
Manchester, Maryland 21102**

**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)****2.4.2 Service Irregularities**

- 2.4.2.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.
- 2.4.2.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.

2.4.3 Claims of Misuse of Service

- 2.4.3.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.

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Quantum Telecommunications, Inc.
2975-B Manchester Road
Manchester, Maryland 21102**

**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)****2.4.4 Defacement of Premises**

2.4.4.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.

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

2.4.5.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.

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2975-B Manchester Road
Manchester, Maryland 21102**

**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)**

2.4.6 Service at Outdoor Locations

2.4.6.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.

2.4.7 Warranties

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

2.4.8 Limitation of Liability

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

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**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)****2.5 Application for Service****2.5.1 Minimum Contract Period:**

- 2.5.1.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.
- 2.5.1.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.
- 2.5.1.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.

2.5.2 Cancellation of Service

- 2.5.2.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.

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(CONTINUED)**

- 2.5.2.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;
- 2.5.2.B.1 The total costs of installing and removing such facilities; or
 - 2.5.2.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.
 - 2.5.2.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.

2.6 Payment for Service**2.6.1 General**

- 2.6.1.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.

2.6.2 Payment of Charges

- 2.6.2.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.

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**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)**

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).

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**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(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)
800-492-0474 (Toll Free)

- 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, REGULATIONS AND SERVICE QUALITY CRITERIA
(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.

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

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(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.

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

**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(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

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

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(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.

**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)**

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.
- 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.

**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)****2.12 Termination of Service:****2.12.1 Denial of Service Without Notice**

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

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

2.12.1.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.

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

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

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

2.12.2 Denial of Service Requiring Notice

2.12.2.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 and not less than 60 days to terminate service and migrate to another carrier:

2.12.2.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.

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**Kevin W. Brown, Vice President
Quantum Telecommunications, Inc.
2975-B Manchester Road
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(CONTINUED)**

- 2.12.2.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.
- 2.12.2.A.3 Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
- 2.12.2.A.4 Non-payment of Bill.
- 2.12.2.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.
- 2.12.2.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.
- 2.12.2.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.
- 2.12.2.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.
- 2.12.2.A.4.(e) Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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

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(CONTINUED)**

2.12.2.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.

2.12.3 Insufficient Reasons for Denial of Service

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

- 2.12.3.A.1 Failure of a prior customer to pay for service at the premises to be serviced;
- 2.12.3.A.2 Failure to pay for a different class of service for a different entity;
- 2.12.3.A.3 Failure to pay the bill of another customer as guarantor of that bill;
- 2.12.3.A.4 Failure to pay directory advertising charges;
- 2.12.3.A.5 Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
- 2.12.3.A.6 Failure to pay an outstanding bill that is over 7 years old, unless the:
 - 2.12.3.A.6.(a) Customer signed an agreement to pay the outstanding bill before the expiration of this period;
 - 2.12.3.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
 - 2.12.3.A.6.(c) Outstanding bill is for service obtained by the customer by means of an application made:

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

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

2.12.3.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,

2.12.3.A.6.(c).III In the name of a third party without disclosing that fact or without bonafide authority from the third party, or

2.12.3.A.6.(c).IV Without disclosure of a material fact or by misrepresentations of a material fact.

2.12.3.A.6.(d) This regulation applies to both residential and nonresidential classes of service.

2.13 Provision of Service and Facilities

2.13.1 Unlawful Use of Service

2.13.1.A General

2.13.1.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:

2.13.1.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

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

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(CONTINUED)**

- 2.13.1.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.

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

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(CONTINUED)**

2.13.2 Law Enforcement

2.13.2.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.

2.14 Interference with or Impairment of Service

2.14.1 General

2.14.1.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.

2.15 Overcharge/Undercharge

2.15.1 General

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

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

SECTION 3 - BASIC SERVICE DESCRIPTIONS**3.0 Introduction****3.1 General**

- 3.1.1.A The regulations set forth in this section govern the application of rates for switched access services.

3.2 Switched Access Service**3.2.1 Description**

- 3.2.1.A Switched Access Service, that is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and the Company's network. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's station to another station on or connected to the Company's network (or a collocated interconnection location), and to terminate calls from a station on or connected to the Company's network (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.
- 3.2.1.B Switched Access Service is provided in the service category of Feature Group D. The Company provides Feature Group D on an originating and terminating equal access basis.
- 3.2.1.C FGD Access, which is available to all customers, provides trunk-side access to Company end office switches with an associated uniform 101XXX or 10XXXX access code for the customer's use in originating and terminating communications.

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

- 3.2.1.D The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to other end users directly or indirectly connected to the Company's network to furnish Customer intrastate interexchange communications. Carrier Common Line is provided where the customer obtains Company provided Switched Access Service.
- 3.2.1.D.1 Limitations.
- 3.2.1.D.1(a) A telephone number is not provided with Carrier Common Line.
- 3.2.1.D.1(b) Detail billing is not provided for Carrier Common Line.
- 3.2.1.D.1(c) Directory listings are not included in the rates and charges for Carrier Common Line.
- 3.2.1.D.1(d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- 3.2.1.D.1(e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.
- 3.2.1.D.2 The Carrier Common Line charges will be billed per originating and terminating access minute to each Switched Access Service customer.
- 3.2.1.E The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching and the Line Termination rate elements.
- 3.2.1.F The Local Switching rate element provides for the use of end office switching equipment. The Local Switching rate is set forth in Section 4.

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

- 3.2.1.G The Tandem Switched Transport rate element provides for the connectivity of trunks from two or more central offices.
- 3.2.1.H The Dedicated Trunk Port rate element is a monthly per port rate that provides a port for each dedicated line terminating on the Company's switch. A port is defined as a DS-0, or equivalent, level circuit.

| |
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| N |
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| N |

3.2.2 Ordering Access Service

- 3.2.2.A An Access Service Order is used by the Company to provide a customer Access Service. When placing an order for Access Service, the customer shall provide, at a minimum, the following information:
 - 3.2.2.A.1 For Feature Group D Switched Access Service, the customer shall specify the number of busy hour minutes of capacity ("BHMC") from the customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The customer shall also specify the Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired and Local Switching options are desired.
 - 3.2.2.A.2 When ordering by trunk quantities rather than BHMC quantities to an end office, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending an access tandem operated from another Exchange Telephone Company to assist the Company in its own efforts to project further facility requirements.

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

- 3.2.2.A.3 In addition, for Feature Group D with the Out of Band Signaling/SS7 signaling option, the customer shall specify the switching point codes and trunk circuit identification codes for trunks with the Out of Band Signaling/SS7 signaling option, and the Service Transfer Point (“STP”) point codes, signaling link codes and link type for each Common Channel Signaling Access (“CCSA”) connection ordered.
- 3.2.2.A.4 When a customer orders FGD in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.
- 3.2.2.A.5 For 800 Data Base Access Service, the customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the customer desires any of the optional features available with 800 Data Base Service, the customer shall so specify on the order for service.
- 3.2.2.A.6 When a customer orders collocation in an end office with Company provided Switched Access Service(s), the customer must specify the collocated fiber optic facilities. The customer must also specify the particular end office location involved, which must be the end office in which the Switched Access Service(s) originate or terminate.

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.2.3 Access Service Order Intervals

3.2.3.A Access Service is provided with one of the following Service Date Intervals:

- 3.2.3.A.1 Standard Interval
- 3.2.3.A.2 Negotiated Interval
- 3.2.3.A.3 Advance Order Interval

3.2.3.B Standard Interval

3.2.3.B.1 A schedule of Standard Intervals applicable for Switched Access Services and is as follows in Table 3.2.3.B.1(a):

| Table 3.2.3.B.1(a) | |
|---------------------------|--------------------------|
| Feature Groups D | Standard Interval |
| 1 to 4 Trunks | 28 days |
| 5 or more Trunks | 30 days |

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.2.3.C Negotiated Interval

3.2.3.C.1 The Company will negotiate a service date interval with the customer when:

3.2.3.C.1.(a) There is no Standard Interval for the service, or;

3.2.3.C.1.(b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;

3.2.3.C.1.(c) The customer requests a service date beyond the applicable Standard Interval service date except as set forth in 3.3.2.C.2, following.

3.2.3.C.2 The Company will offer a service date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

3.2.3.C.3 Common Channel Signaling Access (“CCSA”) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

- 3.2.3.C.4 The addition and/or deletion of an 800 Access Service six-digit customer identification NXX is provided with a Negotiated Interval. The addition of an 800 Access Service ten digit customer identification record to the 800 Access Service data base or the deletion of an 800 Access Service ten digit customer identification record from the 800 Access Service data base is provided with a Negotiated Interval. The initial establishment of service where customer is:

| Customer Status | Maximum Interval |
|---|-------------------------|
| Not yet provided with any FGD service in the LATA | 6 Months |
| Provided FGD service in the LATA | 90 Days |

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Quantum Telecommunications, Inc.
2975-B Manchester Road
Manchester, Maryland 21102**

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.2.4 Advanced Order Interval

3.2.4.A When placing an Access Order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

3.2.4.A.1 A minimum of 24 voice grade equivalent Switched Access Service lines. Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

3.2.4.B Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

3.2.4.B.1 Advance Payment

3.2.4.B.1.(a) A non-refundable Advance Payment will be calculated as follows:

3.2.4.B.1.(a).I The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

3.2.4.B.1.(a).II This Advance Payment is due 10 working days after the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Company does not receive the Advance Payment by such payment date, it will cancel the order without incurring any liability.

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

- 3.2.4.B.2 When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (b) following, only the portion of the Advance Payment for services actually installed will be credited.
- 3.2.4.C Cancellation or Partial Cancellation of an Advance Order Interval Access Order
- 3.2.4.C.1 When the customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.
- 3.2.4.C.2 Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)****3.2.5 Access Order Modifications**

- 3.2.5.A The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer's use or prior to the service date, whichever is later.
- 3.2.5.B Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

3.2.6 Service Date Change Charge

- 3.2.6.A Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar-days, and the Company accordingly delays the start of service, a Service Date Change Charge applies. If the Customer-requested service date is more than 30 calendar days after the original service date, the Company will consider the order cancelled, apply the appropriate cancellation charges and issue a new service order containing the new service commencement date.
- 3.2.6.B A Service Date Change Charge will apply per order per occurrence, for each service date changed.

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)****3.2.7 Partial Cancellation Charge**

3.2.7.A Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.2.10 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

3.2.8 Design Change Charge

3.2.8.A The customer may request a design change to the service ordered. A design change is any change to an Access Order, which, in the sole discretion of the Company, requires engineering review. Design changes do not include a change of customer premises, end user premises or end office switch. Changes to Feature Group D are included, however. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

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

3.2.8.C If a change of service date is required, the Service Date Change Charge will also apply.

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.2.9 Expedited Order Charge

3.2.9.A.1 When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)****3.2.10 Cancellation of an Access Order**

- 3.2.10.A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services are available for Customer's use. The cancellation date is the date the Customer informs the Company that the Customer wishes its order cancelled. The Customer must provide written notice of cancellation of service to the Company within 10 days following the Company's receipt of the Customer's verbal notice of cancellation.
- 3.2.10.B If Customer fails to appropriately cancel service by the Service Commencement Date, billing for the service will commence.
- 3.2.10.C When Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
- 3.2.10.C.1 When Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred and any service charges actually billed for provision of the services beyond the Service Commencement Date by the Company up to and including the Cancellation Date for each service cancelled by the Customer shall apply.
- 3.2.10.C.2 If the Company fails to commence service within 30 days following a Standard or Negotiated Interval Access Order, the customer may cancel the Access Order without incurring cancellation charges.

3.2.11 Minimum Period

- 3.2.11.A The Company provides Access Service in minimum intervals of three months.

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.2.12 Discontinuance and Installation of Service

- 3.2.12.A The changes listed below will be treated as a discontinuance and installation of a new service.
 - 3.2.12.A.1 A move to a different building;
 - 3.2.12.A.2 A change in type of service;
 - 3.2.12.A.3 A change in Switched Access Service Interface Group;
 - 3.2.12.A.4 Change in Switched Access Service traffic type;
 - 3.2.12.A.5 A change in Out of Band Signaling connection.
 - 3.2.12.A.6 Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
 - 3.2.12.A.7 Change to an existing Feature Group D Service to include the provision of 64 Kbps Clear Channel Capability.
- 3.2.12.B When Access Service is disconnected prior to the expiration of the minimum period, all charges for the duration of the minimum period apply.
 - 3.2.12.B.1 The Minimum Period Charge for monthly billed services will be determined as follows:
 - 3.2.12.B.1.(a) For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
 - 3.2.12.B.1.(b) All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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EFFECTIVE: April 2, 2007

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)****3.2.13 Nonrecurring Charges**

3.2.13.A Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or service rearrangements).

3.2.13.A.1 Installation of Service

3.2.13.A.1(a) Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

3.2.13.A.2 Service Rearrangements

3.2.13.A.2(a) All changes to existing services other than changes involving only administrative activities will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in Section 3.2.13.A.1 apply for Service Arrangements.

3.2.13.A.2(b) Moves that constitute Service Rearrangements or Partial Service Rearrangements are described below:

3.2.13.A.2(b).I Moves Within the Same Building --When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity so affected. There will be no change in the minimum period requirements.

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.2.13.A.2.(b).II Moves to a Different Building -- Moves to different building will be treated as a discontinuance of service for that address and initiation service at the new address. All associated nonrecurring charges apply to Moves to a Different Building and minimum service periods will start as of the Service Commencement Date at the new address. The customer will also remain responsible for satisfying all outstanding minimum period charges and applicable cancellation charges for the discontinued service and the Company reserves the right to refuse to provide service at the new address until all charges associated with the provision of service at the previous address are paid in full pursuant to this tariff.

3.3 Special Assemblies and Individual Case Basis (“ICB”) Arrangements.**3.3.1 General**

3.3.1.A The tariff may specify "ICB pricing" for a service. The Company may or may not have an equivalent service in the tariff for which there is a tariffed rate, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.4 Identification and Rating of VOIP Traffic**3.4.1 General**

3.4.1.1. VOIP traffic is defined as traffic that is exchanged between a Company end user and the customer in time division multiplexing (TDM) format that originates and/or terminates in Internet protocol (IP) format. These rules establish the method of separating such traffic from the customer's traditional intrastate access traffic, so that such relevant VOIP traffic can be billed in accordance with the FCC Order (see Report and Order in WC Docket Nos. 10-90, etc. FCC Release No. 11-161 (November 18, 2011)).

3.4.1.2. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for relevant VOIP tariff in accordance with the FCC order.

3.4.1.3. The rates, terms, and conditions of this section will apply to transit services provided in connection with the origination or termination of LEC-CMRS intraMTA traffic.

3.4.2 Rating of VOIP traffic

The relevant VOIP traffic that is identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate access rates as specified in Company's effective FCC Switched Access Tariff.

3.4.3 Calculation and Application of Percent VOIP Usage Factor

The Company will determine the number of relevant VOIP traffic minutes of use (MOU) to which the interstate rates will be applied under subsection B above, by applying a percent VOIP usage (PVU) factor to the total intrastate access MOU exchanged between a Company end user and the customer. The PVU will be determined and applied as follows:

3.4.3.1 The customer will calculate and furnish to the Company a factor (customer factor) representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with the Company in the state, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This customer factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.

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

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**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.4.3 Calculation and Application of Percent VOIP Usage Factor (Cont'd)

3.4.3.2 The Company may also calculate a factor (Company factor) representing the percentage of the Company's total intrastate and interstate access MOU in the state that the Company originates or terminates on its network in IP format. This Company factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.

3.4.3.3 If Company chooses, the Company may use the Company factor and the customer factor to calculate a PVU factor that represent the percentage of total intrastate and interstate access MOU exchanged between a Company end user and the customer that is originated or terminated in IP format, whether at the Company's end, at the customer's end or at both ends. The PVU factor will be calculated as the sum of the customer factor and the Company factor times (1.0 minus the customer factor).

3.4.3.4 The Company will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of relevant VOIP traffic MOUs.

Example: The Company factor is at 20% and the customer factor is 40%. The PVU factor is equal to $40\% + (20\% \times 60\%) = 52\%$. The Company will bill 52% of the customer's intrastate access MOU at the Company's applicable tariffed interstate access rates.

3.4.3.4 If the customer does not supply the Company with a customer factor according to the preceding paragraph 1, the Company will use a PVU equal to the Company's factor.

3.4.4 Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, the Company will take the customer specified PVU into account retroactively to January 1, 2012, provided that the customer provides the factor to the Company no later than April 15, 2012; otherwise the Company will set the initial PVU equal to the Company factor as specified in subsection (c)(5) above.

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

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**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.4.1 Identification and Rating of VOIP Traffic (Cont'd)

3.4.5 PVU Factor Updates

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

3.4.6 Verification of PVU

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

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**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.5 Reserved for Future Use

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

**SECTION 3 - BASIC SERVICE DESCRIPTIONS
(CONTINUED)**

3.6 Reserved for Future Use

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

SECTION 4 - RATES

4.0 Rates

4.1.1 **Subscriber Line Charge**

4.1.1.A \$5.00

4.1.2 **End Office Switching**

4.1.2.A Intrastate Blended Rate per Commission Order:

\$.02057 per access minute (I)

4.1.3 **Reserved for Future Use (T)**

(D)

(D)

4.1.4 **Dedicated Trunk Ports**

| | Per Month |
|----------|-----------|
| Per Port | \$ 12.50 |

ISSUED: October 22, 2009

EFFECTIVE: December 16, 2009

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

**SECTION 4 - RATES
(CONTINUED)**

4.2 Miscellaneous Charges

| | | |
|-------|------------------------|---------|
| 4.2.1 | Expedited Order Charge | \$75.00 |
|-------|------------------------|---------|

ISSUED: October 1, 2001

EFFECTIVE: April 2, 2007

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

**SECTION 4 - RATES
(CONTINUED)**

4.3 Reserved for Future Use

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

**SECTION 4 - RATES
(CONTINUED)**

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