

Core Communications, Inc.

**209 West Street, Suite 302
Annapolis, Maryland 21401**

INTRASTATE SERVICES TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by Core Communications, Inc. with principal offices at 209 West Street, Suite 302 Annapolis, Maryland 21401. This tariff applies for service furnished within the State of Maryland. This tariff is on file with the Maryland Public Service Commission, located at the William Donald Schaefer Building, 6 Saint Paul Street, Baltimore, Maryland 21202 (410) 767-8000. Copies may be inspected, during normal business hours, at the Company's principal place of business in Annapolis, Maryland.

Issued: October 5, 1999

Effective: October 13, 1999

**By: Name Christopher Van de Verg
Title General Counsel
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CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>	
1	Original		19	Original	
2	6 th Revised	*	20	Original	
3	Original		21	Original	
4	Original		22	1 st Revised	*
5	Original		23	Original	
6	Original		24	Revised	
7	Original		25	4 th Revised	*
8	Original		26	Original	
9	2 nd Revised		27	Original	
10	1 st Revised	*	28	Original	
10.1	1 st Revised	*	29	Original	
11	Original		30	Original	
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet 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 Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled by the Company for a Customer.

Call - A completed connection between the Calling and Called parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Commission - The Maryland Public Service Commission.

Company or Carrier - Core Communications, Inc., unless specifically stated otherwise.

Customer - A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

1.1 Definitions (cont'd)

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message - A completed telephone call by a Customer or User.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other recurring or nonrecurring assessment billed to Customers for services or equipment.

State - Maryland

Terminal Equipment - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

User - Customer or any authorized person or entity that utilizes the Company's services.

Voice Services - Two-way, circuit-switched, voice telephony services.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

1.2 Abbreviations

COMAR - Code of Maryland Regulations

ITC - IntraLATA Toll Carrier

PBX - Private Branch Exchange

PIC - Presubscribed IntraLATA Toll Carrier

PTSP - Pay Telephone Service Provider

V&H - Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company provides facilities-based local exchange telecommunications service to Customers for the direct transmission of voice, data and other types of telecommunications.
- 2.1.2 The Company's local service territory mirrors the local exchanges of the incumbent carrier, Bell Atlantic.
- 2.1.3 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.4 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 1-866-744-3652. Customers wishing to communicate with the Company in writing may send correspondence to: 209 West Street, Suite 302, Annapolis, Maryland 21401. (T)

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
- 2.3.5 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.5.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.5.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.5.C Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.5.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.5.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Limitations of Liability (cont'd)

- 2.3.5.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 2.3.5.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.5.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.5.I Any incomplete calls due to network busy conditions; and
- 2.3.5.J Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5.K Nothing in this tariff should be deemed to eliminate liability for gross negligence or willful misconduct on the part of the Company.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Limitations of Liability (cont'd)

- 2.3.6 The User shall reimburse the Company for all costs, expenses and fees (other than attorney's fees) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.7 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.8 With the exception of billing disputes, any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.9 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.10 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers except for calls that are collect, third party, calling card, credit card, incomplete or unanswered , or placed to a wrong number. In the case of calls placed to a wrong number, Customer will receive credit for such calls so long as the Customer notifies the Company within a reasonable period after placing the calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4 Responsibilities of the Customer (cont'd)

2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (other than attorneys' fees) incurred by the Company in its defense against such actions.

2.5 Allowances for Interruptions in Service

2.5.1 General

2.5.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.

2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.5.1.C If the User reports a service, facility or circuit to be inoperative 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 (cont'd)

2.5 Allowances for Interruptions in Service (cont'd)

2.5.2 Application of Credits for Interrupted Services

2.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.

2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.3 Limitations on Allowances

2.5.3.A No credit allowance will be made for any interruption of service:

2.5.3.A.1 due to circumstances or causes beyond the control of the Company;

2.5.3.A.2 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.5 Allowances for Interruptions in Service (cont'd)

2.5.3 Limitations on Allowances (cont'd)

- 2.5.3.A.3 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.4 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.5 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.6 that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.6 Termination of Service

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service, with at least ten (10) days' written notice to the Customer, for Customer non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, or for failure of the Customer to permit the Company to have reasonable access to its equipment. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; or the Customer's unauthorized or illegal use of the Company's service or equipment.
- 2.6.2 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (other than attorneys' fees) incurred by the Company in collecting such charges.
- 2.6.3 The Company may terminate service to Customer if and when Customer becomes overdue on any undisputed payment owed to the Company, provided that the Company has made a reasonable effort to collect the overdue payment, and has given the Customer at least 5 days written notice that payment is overdue, before termination of services. In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage, not adequately covered by a security deposit, the Company may give less than 5 days notice if necessary to protect Company revenues.

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.7 Payment of Charges

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.3 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. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within 15 days after the due date indicated on the billing statement may be subject to a late fee of 1.5% of the net total of the bill.
- 2.7.4 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).
- 2.7.5 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.7.6 Customers must notify the Company either verbally or in writing of any disputed charges, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.

2.8 Deposits

The Company will not require deposits from Customers.

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.9 Advance Payments

The Company will not require advance payments from Customers.

2.10 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.10.1 First, the Customer may request, verbally or in writing, and the Company will provide, an in-depth review of the disputed amount. Any undisputed portion of a bill and subsequent bills must be paid on a timely basis or the service may be subject to disconnection. There is no time limitation on Customer's ability to dispute any amount. Late payment fees shall not accrue upon any disputed amount during the period of the dispute or complaint before the Commission, regardless of the outcome of the dispute or complaint.

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Maryland Public Service Commission:

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)
1-800-492-0474 (Toll-free PSC number)

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.11 Taxes

- 2.11.1 State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange, exchange access, or long distance telecommunications service.
- 2.11.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.11.3 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.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.4 Directory Assistance

A Voice Services Customer may obtain assistance, on a per-call charge basis, in determining a telephone number by dialing Directory Assistance Service. A Directory Assistance Charge applies for each call to Directory Assistance. A maximum of two requests per call may be made for telephone number, area code, or general information from the Directory Assistance operator. Residential Customers receive 6 free calls to Directory Assistance (not including call completion) each month. Directory Assistance charges will not be levied for persons with a physical or visual handicap that precludes the use of a telephone directory.

3.5 Other Services

Other services, including point-to-point high-speed digital services, may be provided by the Company on an Individual Case Basis ("ICB"), depending on such factors as length of loops involved, quality of loops and other factors.

3.6 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

SECTION 4 - RATES AND CHARGES

4.1 Rate Elements

4.1.1 Managed Modem Services

A monthly recurring rate applies to each DS0 level port furnished by the Company. Customer must purchase a minimum ten (10) DS0 level ports.

4.1.2 Reserved for Future Use

4.1.3 Directory Assistance Services

A per-call rated applies to Directory Assistance calls, except as noted above in Section 3.6.

4.1.4 PIC Changes

Per-change rates apply to certain PIC changes and switchback carrier changes, as set forth in Section 5 of this tariff.

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SECTION 4 - RATES AND CHARGES (cont'd)

4.2 Rates

4.2.1 DS0 Port Rate

RATE	Price Per DS0 Port
Monthly Service Fee	\$36.00

4.2.2 Superport Services

100 Port Volume Commitment with 3 year term commitment: \$150.00

(N)
|
(N)

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SECTION 4 - RATES AND CHARGES (cont'd)

4.2 Rates (cont'd)

4.2.2 Directory Assistance Rates

RATES	Price Per Call
Residence Directory Assistance Per Call:	\$0.25
Business Directory Assistance Per Call:	\$0.40

4.2.3 PIC Change Rates

RATES	Price Per Change
PIC Change	\$5
Switchback Carrier Change	\$5

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SECTION 4 - RATES AND CHARGES (cont'd)

4.3 Emergency Calls

Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Carrier.

4.4 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a \$25.00 returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

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SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION

5.1 General

IntraLATA toll presubscription is a procedure whereby a Customer or Pay Telephone Service Provider ("PTSP") may select and designate an IntraLATA Toll Carrier ("ITC") to enable Customer to access IntraLATA toll calls without dialing an access code. The Customer or PTSP may designate an ITC for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITC is referred to as the Customer's or PTSP's preferred ITC, or "PIC."

Each carrier will have one or more access codes assigned to it for various types of service. When a Customer or PTSP selects a carrier as its PIC, only one access code of that carrier may be incorporated into the switching system of the Company to permit access to that carrier by the Customer or PTSP without dialing an access code. Should the same Customer or PTSP wish to use the other services of the same carrier, it will be necessary for the Customer or PTSP to dial the necessary access code(s) to reach that carrier's other service(s).

An ITC must use Feature Group D ("FGD") Switched Access Service to qualify as an ITC. All ITCs must submit a Letter of Intent ("LOI") to the Company at least 20 days prior to the IntraLATA toll presubscription conversion date or, if later than such date, then at least 45 days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITC by a Customer or PTSP is subject to the terms and conditions of Section 5.2 of this tariff.

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SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION (cont'd)

5.2 Presubscription Charge Application

5.2.1 90-Day Initial Free Presubscription Choice for Existing Customers

Existing Customers or PTSPs may exercise an initial free presubscription choice, whether by contacting the Company, or by contacting the ITC directly. The initial free choice must be made within 90 days following implementation of IntraLATA toll presubscription, i.e., 90 days following the Effective Date of this tariff. Customer or PTSP choices that constitute exercise of such free choice are:

- 5.2.1.A Designating an ITC as the PIC, thereby requiring no access code to access that ITC's IntraLATA toll services. Other carriers will be accessed by dialing 101-XXXX or other required codes; or
- 5.2.1.B Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access any ITC. This choice can be made by directly contacting the Company.

Following exercise of an existing Customer's or PTSP's free choice, any PIC change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION (cont'd)

5.2 Presubscription Charge Application (cont'd)

5.2.2 Initial Free Presubscription Choice for New Customers

New Customers and PTSPs who subscribe to service after the presubscription implementation date (including an existing Customer who orders an additional line) will be asked to select a PIC when they place their order(s) for service. If the Customer does not choose a PIC at that time, the Customer will have 30 days following completion of the service request to make a PIC choice without charge. In the interim, the Customer will be assigned a "No-PIC" designation, and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new Customers and PTSPs is the period within 30 days of installation of the new service. Customer or PTSP choices that constitute exercise of such free choice are:

5.2.2.A Designating an ITC as the PIC, thereby requiring no access code to access that ITC's IntraLATA toll services. Other carriers will be accessed by dialing 101-XXXX or other required codes; or

5.2.2.B Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access any ITC. This choice can be made by directly contacting the Company.

Following exercise of a new Customer's or PTSP's free choice, any PIC change made more than 30 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in Section 4.2.4 of this tariff.

5.2.3 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new Customers and PTSPs, as specified in Section 5.2.1 of this tariff, or existing Customers and PTSPs, as specified in Section 5.2.2, the Customer will be assessed a PIC change charge as specified in Section 4.2.4.

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION (cont'd)

5.3 Cancellation of IntraLATA Toll Presubscription by an ITC

If an ITC elects to discontinue FGD service after implementation of the IntraLATA toll presubscription option, the ITC is obligated to contact, in writing, all Customers and PTSPs who have selected the canceling ITC as their PIC. The ITC must inform Customers and PTSPs that it is canceling its FGD service, request that the Customer select a new ITC, and state that the canceling ITC will pay the PIC change charge, as provided in Section 4.2.4 of this tariff. The ITC must provide written notification to Company that this activity has taken place.

5.4 PIC Change Discrepancy

When a discrepancy is determined regarding a Customer's or PTSP's PIC designation or change, the following applies depending upon the situation described:

- 5.4.1 A signed letter of authorization takes precedence over any order other than subsequent, direct Customer contact with the Company;
- 5.4.2 When two or more orders are received for a Customer line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines Customer choice.

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION (cont'd)

5.5 Verification of Orders Generated by Telemarketing

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

- 5.5.1 The ITP has obtained the Customer's written authorization to submit the order that explains what occurs when a PIC is changed, and confirms:
 - 5.5.1.A The Customer's billing name and address and each telephone number to be covered by the PIC change order;
 - 5.5.1.B The decision to change the PIC to such ITC; and
 - 5.5.1.C The Customer's understanding of the PIC change fee; or
- 5.5.2 The ITC has obtained the Customer's electronic authorization to submit the PIC change order, placed from the telephone number(s) for which the PIC is to be changed, and that confirms the information described in Section 5.5.1 preceding; or
- 5.5.3 An appropriately qualified and independent third party, operating in a location physically separate from the ITC's outbound telemarketing representative, has obtained the Customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the Customer's date of birth or social security number).

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SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION (cont'd)

5.6 PIC Switchback Options

5.6.1 Customer Denies Requesting PIC Change

When the Company is contacted by a Customer who denies requesting a PIC change, the Customer will be credited the charge assessed for the disputed PIC change, and Customer will be switched back to the previous ITC at no charge.

5.6.1.A The ITC is in no way relieved of the Federal Communications Commission ("FCC") requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, and instituting steps to obtain verification of orders submitted to the Company.

5.6.1.B In addition, the Customer has the option to initiate a complaint to the FCC or the Commission concerning unauthorized PIC changes. The complaint may be issued in writing to the Commission at:

Maryland Public Service Commission
16th Floor
6 Saint Paul Street
Baltimore, MD 21202

or by calling the Commission toll free on 1-800-492-0474; or by calling the Office of External Relations on 410-767-8028.

5.6.2 Customer Requests Switchback

When the Company is notified via a call from the Customer, where the Customer does not deny the authenticity of the most recent PIC change, the Company will change the Customer's ITC to the previous PIC. The Customer will be billed the PIC change charge as specified in Section 4.2.4 of this tariff.

SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION (cont'd)

5.7 PIC Freeze Option

A PIC freeze option is available to Customers who wish to “freeze” their PIC to prevent unwanted changes. The Customer must notify the Company and sign a PIC freeze authorization form that notes the ITC to which the freeze applies as well as a Personal Identification Number (“PIN”) or Password the Customer may use to “lift” the freeze by means of a three-way call between the ITC, the Customer, and the Company. If the Customer changes the PIC, a new form will need to be completed in order for a freeze to be applied to the new PIC. Any freeze(s) will be completed without charge to the Customer. The Company will impose and/or lift the PIC freeze in accordance with Chapter 1 of Title 47 of the Code of Federal Regulations (“CFR”), Section 64.1190. Carriers must still follow the FCC's verification procedures for PIC changes (i.e. independent third party verification, written letter of agency, or electronic authorization) and any procedures required by the Maryland Commission (if issued).

5.7.1 Marketing of PIC Freeze Option

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

SECTION 6 - PROMOTIONAL OFFERINGS

6.1 General

This tariff applies to promotional offering of services provided by the Company.

6.2 Regulations

The Company may make promotional offerings of its services which may include reducing or waiving applicable charges for the promoted service. The promotional offerings may be limited as to duration, the dates and times of the offerings, the Customers eligible to receive the offerings, and the locations within the Company's service territory where the offerings are made. No individual offering may exceed 6 months in duration. The Company will file promotional offerings with the Commission on 14 days prior notice.

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