April 15, 2013
Via Web Filing

Ms. Jocelyn Boyd, Chief Clerk
South Carolina Public Service Commission
101 Executive Center Dr.
Columbia, SC 29210

RE: DeltaCom, LLC d/b/a EarthLink Business f/k/a DeltaCom, Inc. d/b/a EarthLink Business Replacement Interexchange, Local and Access Tariffs
Docket No. 2012-127C, Order No. 2013-128

Dear Ms. Boyd:

Enclosed for filing please find South Carolina P.S.C. Tariff No. 3 (Interexchange), South Carolina P.S.C. Tariff No. 4 (Local Exchange) and South Carolina P.S.C. Tariff No. 5 (Access) submitted on behalf of DeltaCom, LLC d/b/a EarthLink Business f/k/a DeltaCom, Inc. d/b/a EarthLink Business. These tariffs, filed in compliance with Order No. 2013-128 issued in Docket No. 2012-427-C, reflect the Company's new name and replace in their entirety the Company's South Carolina tariffs currently on file with the Commission.

No changes have been made to the tariffs except to change the Company name and to sequentially number the pages and correct section numbering as necessary. The Company respectfully requests an effective date of April 19, 2013.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3001 or via email to tforte@tminc.com. Thank you for your assistance in this matter.

Sincerely,

/s/ Thomas M. Forte

Thomas M. Forte
Consultant to DeltaCom, LLC d/b/a EarthLink Business

cc: Mary Whiting (via Email) - EarthLink - Deltacom
Linda Manske (via Email) - EarthLink - Deltacom
Mr. C. Dukes Scott, Executive Director (via Efile)
file: EarthLink - Deltacom – SC – Local
EarthLink – DeltaCom – SC – IXC
EarthLink – DeltaCom – SC - Access
tms: SCl1303

Enclosures
TF/sp

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This Tariff, South Carolina P.S.C. Tariff No. 5 issued by DeltaCom, LLC d/b/a EarthLink Business, replaces in its entirety
South Carolina South Carolina P.S.C. Tariff No. 5 issued by DeltaCom, Inc. d/b/a EarthLink Business

Switched Access Service

Regulations and Rates

Of

DeltaCom, LLC
d/b/a EarthLink Business

This tariff includes the rates, charges, terms and Conditions of service for the provision of intrastate Communications services by DeltaCom, LLC d/b/a EarthLink Business in South Carolina.

(InterLATA/IntraLATA).

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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Title	Original	*	25	Original	*	50	Original	*
1	Original	*	26	Original	*	51	Original	*
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13	Original	*	38	Original	*	63	Original	*
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15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*	69	Original	*
20	Original	*	45	Original	*	70	Original	*
21	Original	*	46	Original	*	71	Original	*
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* - indicates those pages included with this filing

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78	Original	*	84	Original	*	89	Original	*
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ISSUING CARRIERS

DELTACOM, LLC D/B/A EARTHLINK BUSINESS

OTHER CARRIERS

NONE

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

(C) To signify changed listing, rule or condition which may affect rates or charges.

(D) To signify discontinued material, including listing, rate, rule, or condition.

(I) To signify an increase.

(M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.

(N) To signify new material including listing, rate, rule or condition.

(R) To signify reduction.

(S) To signify reissued material.

(T) To signify change in wording of text but no change in rate, rule or condition.

ABBREVIATIONS

ANI - Automatic Number Identification; the codes transmitted between carriers that indicate the telephone number of the originating line.

B8ZS - Bipolar with 8-Zero Substitution; a line coding technique which permits DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.

BNA - Billing Name and Address; the customer of record and billing address associated with an originating ANI.

CCS/SS7 - Common Channel Switching/Signaling System 7; a switching network and transmission control standard.

DACS - Digital Access Cross Connect.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)

DNAL - Dedicated Network Access Line; a point to point circuit that provides interconnection to the CCS network and a dedicated Signal Transfer Point (STP) port. The DNAL provides the connection from the Customer designated premises to the Company STP.

DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

FGD - Feature Group D; a trunk side switched access connection to the public switched network.

FOC - Final Order Confirmation; the point prior to the start of installation when the order is confirmed.

Gbps - Gigabits per second; billions of bits per second.

GTA - Global Title Address; software instructions in the Signal Transfer Point (STP) that identify the signaling message destination.

ICB - Individual Case Basis; standard tariff pricing is not available. Each installation is individually priced and negotiated with the customer.

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area; a geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)

LEC - BellSouth Telecommunications, Inc.

Mbps - Megabits per second; millions of bits per second.

OPC - Originating Point Code; a field within a signaling message that identifies the originating network Signaling Node.

POP - The physical location of an interexchange carrier's facilities.

SSP - Service Switching Point; an end office or tandem switch equipped with signaling link hardware and software to perform Signal Point functions. SSPs participate in processing a CCS/SS7 call by requesting and responding to call processing instructions issued by the SCP.

STP - Signal Transfer Point; a specialized packet switch that routes and translates signaling messages in the CCS network.

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SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, or 10XXXXX.

Access Minutes - Denotes usage of exchange for the purpose of calculating chargeable usage.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Bit - The smallest unit of information in a binary system of notation.

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

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SECTION 1 - DEFINITIONS (CONT'D.)

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Call - A Customer attempt for which the complete address code is provided to the service end office.

Central Office - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Collocation - Carrier facilities and/or equipment located in LEC central offices.

Commission - South Carolina Public Service Commission.

Company – DeltaCom, LLC d/b/a EarthLink Business.

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Designated Premises - The interconnection point in the Company Serving Wire Center for the termination of the Company’s service.

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SECTION 1 - DEFINITIONS (CONT'D.)

Customer Point of Presence - The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office Switch - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

End User - Any Customer of a telecommunications service provided by the Company that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service solely for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making telecommunication service available to others, directly or indirectly.

Entry Switch - First point of switching.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

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SECTION 1 - DEFINITIONS (CONT'D.)

Facilities - Denotes any cable, pole, conduit, carrier equipment, wire center distribution frame, central office switching equipment, etc., utilized to provide the service offered under this tariff.

First Point of Switching - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

Interexchange Carrier (IXC) - Any individual, partnership, association, corporation or other entity engaged in interstate communication for hire by wire, fiber or radio between two or more exchanges.

Hertz - A unit of frequency equal to one cycle per second.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Intrastate Communications - Any communications which originates and terminates within the same state. (InterLATA/IntraLATA)

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SECTION 1 - DEFINITIONS (CONT'D.)

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of com-munications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service tariff, in which an End User may complete a call without incurring toll usage charges.

Message - A Message is a call as defined above.

Off-Hook - The active condition of Switched Access Service or a telephone exchange line.

On-Hook - The idle condition of Switched Access Service or a telephone exchange line.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IXC premises.

Point of Presence - The physical location of an interexchange carrier's facilities.

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Special Access - See Dedicated Access.

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.
Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

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SECTION 1 - DEFINITIONS (CONT'D.)

Terminating Direction - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

Toll VoIP-PSTN Traffic - The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

VoIP Provider - For the purposes of this Tariff, any service provider, including but not limited to carriers, that originates and/or terminates traffic in Internet protocol ("IP") format.

VoIP Provider Partner - any VoIP Provider that uses the Company's services to exchange traffic with the PSTN.

VoIP-PSTN Traffic - traffic exchanged between the Company and a Customer in Time-Division-Multiplexing format that originates and/or terminates in IP format.

United States - The contiguous United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

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SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Unauthorized Change Charge

If it is determined that an unauthorized change in service has occurred, the Company will assess the Customer an Unauthorized Change Charge of $30.00 per line. The appropriate nonrecurring charges to re-establish the end-user's service with the appropriate provider will also be assessed because of the unauthorized change.

2.3 Limitation On Service

2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.3 Limitation On Service (Cont'd.)

2.3.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Location of Service

Service originates and terminates at locations within the state of South Carolina served by the Company.

2.6 Use of Service

2.6.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.6.2 The Customer obtains no property right or interest in the use of any specific type of facility. Interest to such items remains, at all time, solely with the Company.

2.6.3 Recording of telephone is prohibited except as authorized by applicable federal, state and local laws.

2.6.4 Any service provided under this tariff may be sold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by the Customer or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.7 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.7.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.7 Discontinuance and Restoration of Service (Cont'd.)

2.7.2 Cancellation by the Company

A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability after providing the Customer five (5) days prior written notice of any sum thirty (30) days past due.

B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges. The return check charge is $15.00.

C. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.7 Discontinuance and Restoration of Service (Cont'd.)

2.7.3 Restoration of Service

A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.

B. Restoration of disrupted services shall be in accordance with the South Carolina Public Service Commission Rules and Regulations, which specify the priority system for such activities.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.8 Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior to receipt of final order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

2.9 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.10 Billing and Payments

2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) a paper format bill summary with a magnetic tape to provide the detailed information of the bill, 3) magnetic tape only, 4) computer dial, or 5) via electronic transmission. Bills are due upon receipt regardless of the format utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period in 2.9 will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of a bill.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.10 Billing and Payments (Cont'd.)

2.10.2 Rating and Billing of Access Services Where More than One Exchange Telephone Company is Involved

Feature Group D Switched Access Service and/or Directory Assistance Service may be ordered by a Customer where one end of the Local Transport element is in the Company operating territory and the other end is in another Exchange Telephone Company operating territory. Each Exchange Telephone Company will provide and bill for the portion of the Local Transport element in its operating territory to an interconnection point with another Exchange Telephone Company. This will be based on the meet point billing percentage negotiated among the exchange telephone companies. The rates, billing and payment terms of the Company only apply to bills rendered by the Company.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.10 Billing and Payments (Cont'd.)

2.10.3 All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same day in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

A. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.10 Billing and Payments (Cont'd.)

2.10.3 (Cont'd.)

B. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge shall be due the Company. The late payment charge shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by the lesser of (i) 1.5 percent monthly or (ii) the highest amount allowable by law.

C. In the event the Company incurs fees or expenses, including attorney's fees and/or court costs, in collecting or attempting to collect any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.10 Billing and Payments (Cont'd.)

2.10.4 Invoice Reprint Charge

At the Customer's request, a reprint of a previous complete invoice can be provided. Charges for the provision of a duplicate invoice are set below.

The duplicate bill will contain the same billing detail as the primary bill.

Each FTP CD copy of monthly bill	$25.00
Each BDT CD copy of monthly bill	$25.00
Each BDT Electronic copy of monthly bill	$25.00

Delivery Charges

Each package shipped via 2-day mail*	$25.00
Each package sent electronically**	$20.00

* Invoices will be sent via 2-day mail, so that proof of delivery will be received.

** Sending invoices electronically is only an option if the customer receives its regular invoices electronically. A system receipt showing date and time the file is received will act as proof of delivery.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.11 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably by required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.11 Claims and Disputes (Cont'd.)

2.11.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.11.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.3

2.11.3 In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.

2.11.4 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

2.11.5 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the late disputed amount shall be subject to the late penalty as set forth in 2.10.3

APPROVED FOR FILING - THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA - MAY 01, 2013

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.12 Payment of Deposits

2.12.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer, to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and does not have a history of late payments to the Company.

2.12.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.

2.12.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.12 Payment of Deposits (Cont'd.)

2.12.4 In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

2.12.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.13 Inspection, Testing and Adjustment (Cont'd.)

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests

2.13.2 and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

2.14 Interconnection

2.14.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.14.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.14 Interconnection (Cont'd.)

2.14.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

2.14.4 Physical Network Interconnection Arrangements

A. SS7 Interconnection

A Customer may connect to the Company's SS7 Network in one of three ways:

1. If a Customer chooses to connect to the Company's SS7 network using links(s) and port(s), the Customer shall pay the charges set forth in Section 3.7.8, or

2. The Customer and Company agree on another signaling interconnection arrangement on an Individual Case Basis.

3. Where the Company acts as an SS7 Hubbing Provider for Customer (i.e. Customer does not have its own SS7 network) and the Company receives billing on behalf of its Customer for its SS7 usage, Company reserves the right to "pass through" Customer's portion of the SS7 billing to Customer.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.15 Liability of the Company

2.15.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.15.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.15.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.15.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the South Carolina Public Service Commission's Rules and Regulations.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.15 Liability of the Company (Cont'd.)

2.15.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or customers, or by facilities or equipment provided by the Customer.

2.15.6 Errors or Damages caused by System Date Limitation. The Company's liability for errors or damage resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.16 Liability of the Customer

2.16.1 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

B. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

C. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.17 Taxes

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items, where applicable.

2.18 Local Charges

In certain instances, the Customer may be subject to local exchange company charges or message unit charges to access the Company's network or to terminate calls. The Company shall not be responsible for any such local charges incurred by the Customer gaining access to the Company's network.

2.19 Determination of Switched Access Jurisdiction and Jurisdictional Reports Requirements

2.19.1 Determination of Switched Access Jurisdiction

A. When the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use or messages, the Company will bill according to these actual minutes of use and will not use Customer reported Percent Interstate Usage (PIU) factors.

B. When the Company receives insufficient call detail to determine the jurisdiction, the Company will apply the Customer's projected PIU factor to apportion the usage between interstate and intrastate.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.19 Determination of Switched Access Jurisdiction and Jurisdictional Reports Requirements (Cont'd.)

2.19.2 Jurisdictional Report Requirements

A. Percent Interstate Usage (PIU)

The Customer must upon ordering or first receiving service from the Company furnish the projected percentage of interstate usage to the Company. The report shall identify the Customer's Carrier Identification Code (CIC) and provide PIU by state, Operating Company Number (OCN), traffic type and traffic direction. The report shall be delivered to the Company via U.S. Mail, email or overnight delivery to the address as listed on the Customer's monthly invoice.

For purposes of developing the projected interstate percentage, the Customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The Customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

The Customer may only provide a PIU factor that is in a whole number format, i.e., a number from 0 to 100. When the Customer provides the PIU factor, the Company will subtract the provided PIU from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.19 Determination of Switched Access Jurisdiction and Jurisdictional Reports Requirements (Cont'd.)

2.19.2 Jurisdictional Report Requirements

B. Report Updates

Customers that provide the Company with an initial report must provide quarterly updates. Quarterly updates must arrive for processing by the last business day of the month following each calendar quarter (e.g., last business day in January, April, July, and October). Except where the Company is billing according to actuals by jurisdiction, the revised report will serve as the basis for the next three months billing beginning with the first billing period after the Company processes the quarterly report. If the report is not received as specified herein, the Company will not be responsible for implementing the projected and/or revised PIU in the manner described herein. No prorating or back billing will be done based on the report. Any late reports delivered to the Company will go into effect the next calendar quarter.

If the Customer does not supply an initial projected PIU as specified herein, the Company will use a default PIU of zero percent until such time as the Customer does supply such reports. If, after the Customer supplies a projected and/or revised PIU, the Customer fails to update such PIU for any reporting period (to be effective January, April, July or October), the Company will use a default PIU of zero percent until such time as the Customer does supply a revised PIU as specified herein.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.19 Determination of Switched Access Jurisdiction and Jurisdictional Reports Requirements (Cont'd.)

2.19.3 Maintenance of Customer Records

The Customer shall retain for a minimum of nine (9) months call detail records that substantiate the interstate percent provided to the Company as set forth in 2.19.2 (B) preceding for Switched Access Service. Such records shall consist of the following, if applicable:

A. All call detail records such as work papers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the Customer's network and;

B. If the Customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.19 Determination of Switched Access Jurisdiction and Jurisdictional Reports Requirements (Cont'd.)

2.19.4 Jurisdictional Reports Verification

A. Billing Dispute/Regulatory Commission Inquiry

If a billing dispute arises or a regulatory commission questions the project PIU factor, the Company will ask the Customer to provide the data the Customer used to determine the projected PIU factor. The Customer shall supply the data within 30 days of the Company's request.

B. Company Traffic Studies

The Company may, at its sole discretion, conduct its own traffic studies to validate the Customer's projected/revised PIU. If the Company determines from the traffic studies a variance in the reported PIU, the Company will ask the Customer to provide the data the Customer used to determine the projected PIU factor. The Customer shall supply the data within 30 days of the Company's request. The Customer's PIU may be adjusted based upon the Company's traffic studies if the Customer does not provide the information as requested by the Company.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.19 Determination of Switched Access Jurisdiction and Jurisdictional Reports Requirements (Cont'd.)

2.19.4 Jurisdictional Reports Verification (Cont'd.)

C. Company Audit

On thirty (30) days written notice, the Customer must provide the Company the ability and opportunity to conduct an annual audit to ensure proper billing of traffic. The Customer shall keep records of call detail for a minimum of nine (9) months from which a PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Customer. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditory paid for by the Company unless the results of the audit determine that the Customer has overstated the PIU by ten percentage points (10%) or more, in which case the Customer will be responsible for the costs of the audit. Once the audit is completed, the PIU shall be adjusted based upon the audit results. The Company shall apply this audited PIU to the period covered by the audit. If in the Company's favor, the Company will apply this audited PIU to the usage for up to two quarters following the period covered by the audit and/or for up to the lesser of (i) two years prior to the period covered by the audit or (ii) the period covered by the applicable statute of limitations.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.19 Determination of Switched Access Jurisdiction and Jurisdictional Reports Requirements (Cont'd.)

2.19.5 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.19 will serve as the basis for prorating the charges unless the Company is billing according to actuals by jurisdiction. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.

B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure of Company assumed average use) times the tariffed rate.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by any entity other than the Company, except that no Customer shall be liable for another Customer's actions.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.21 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.22 Testing

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.23 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.24 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

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

The application of rates for Switched Access Service is described in Section 3.7 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.1.1 Measuring Access Minutes

Customer traffic to end offices will be measured (i.e. recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. The measured minutes are the chargeable access minutes.

For originating calls over FGD with multifrequency address signaling, usage measurement begins when the originating FGD, except when equipped with tandem signaling and entry switch, receives the first wink supervisory signal (the second wink when equipped with tandem signaling) forwarded from the Customer’s point of termination. For originating calls over FGD with CCSAC, usage measurement begins when the last point of switching sends the initial address message to the customer.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.1 General

3.1.1 Measuring Access Minutes (Cont'd.)

The measurement of originating call usage over FGD ends when the originating FGD entry switch receives dial connect supervision from either the originating end user's office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over FGD, measurement of access minutes begins when the terminating FGD entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over FGD ends when the terminating FGD entry switch receives dial connect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.1 General (Cont'd.)

3.1.2 Mileage Measurement

The mileage to be used to determine the monthly rate for the Switched Access Transport is calculated on the airline distance using the method set forth in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 for Wire Center Information (V&H coordinates).

To determine the rate to be billed, first compute the mileage using the V&H coordinates method for the points involved, then apply the per mile rate shown. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band before applying the rates.

If the Customer orders Common Transport between the serving wire center and the end office, mileage will be calculated between the Customer's service wire center and the customer designated end office. If the Customer orders Common Transport from the Access Tandem to the end office, Common Transport mileage will be measured from the Access Tandem to the end office.

3.2 Rate Categories

There are three main categories which apply to Switched Access Service:

A. End Office Local Switching
B. Local Transport
C. Common Line

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 Rate Categories (Cont'd.)

3.2.1 End Office Local Switching

End Office Local Switching provides for the use of end office switching equipment. Included in Local Switching are: Common Switching which provides the local end office switching functions and optional features.

Transport Termination which provides for the trunk side arrangements terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 Rate Categories (Cont'd.)

3.2.2 Local Transport

The Switched Local Channel rate is assessed a monthly fixed charge based on the capacity (e.g. DS1) ordered. This charge applies when the Customer premises and the serving wire center are located in the same Telephone Company building.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2. Rate Categories (Cont'd.)

3.2.2 Local Transport (cont'd.)

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer order and is determined by the Company.

B. Access Tandem Switching

Access Tandem Switching provides for the function of switching traffic through the Access Tandem from or to an end office switch(es). The Access Tandem Switching charge is assessed on all originating and terminating minutes of use switched at the Access Tandem.

C. Interconnection

The Interconnection charge shall be assessed upon all Customers interconnecting with DeltaCom's Switched Access Network. Interconnection is applicable to all switched access originating and terminating minutes of use.

D. Diverse Tandem Routing

Diverse Tandem Routing provides for switched access traffic, including incidental traffic, to a specified end office to terminate at a tandem other than the access tandem listed in the LERG for that end office. Such traffic will be accessed a Diverse Tandem Routing Charge in addition to the Access Tandem Switching Charge

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2. Rate Categories (Cont'd.)

3.2.2 Local Transport (cont'd.)

E. SWA Feature Group B

1. SWA FGB, when directly routed to an end office is provided at appropriately equipped Company electronic end office switches. When provided via Company designated electronic access tandem switches, SWA FGB Switching is provided at Company electronic and electromechanical end office switches.

2. SWA FGB is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment is provided with wink start-pulsing signals and answer and disconnect supervisory signaling.

3. SWA FGB switching is provided with multifrequency address signaling in both the originating and terminating directions. Except for SWA FGB switching provided with the automatic number identification (ANI) or rotary dial station signaling arrangements, any other address signaling in the originating direction, if required by the customer, must be provided by the customer’s end user using inband tone signaling techniques. Such inband tone address signals will not be regenerated by the Company and will be subject to the ordinary transmission capabilities of the Switched Transport provided.

4. The access code for SWA FGB switching is a uniform access code. The form of the uniform access code is 950-0XXX or 950-1XXX for carrier. These uniform access codes will be the assigned access numbers of all SWA FGB switched access service provided to the customer by the Company.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2. Rate Categories (Cont'd.)

3.2.2 Local Transport (Cont'd.)

E. SWA Feature Group B (Cont'd.)

5. SWA FGB switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, time or weather announcement services of the Company, community information services of an information service provider and other customers' services. When directly routed to an end office, only those valid NXX codes served by that end office may be accessed. When routed through an access tandem, only those valid NXX codes serviced by that end office may be accessed. Additionally, non-access charges will also be billed for calls from a SWA FGB trunk to another customer's service in accordance with that customer's applicable service rates when the Company performs the billing function for that customer. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), DA (411), service codes (611 and 911) or 101XXXX access codes. Calls will be completed to Directory Assistance (NPA-555-1212 or 555-1212) when SWA FGB switching is combined with Directory Assistance switching

6. The Company will establish a trunk group or groups for the customer at end office switches or access tandem switches where SWA FGB switching is provided. When required by technical limitations, a separate trunk group will be established for each type of SWA FGB switching arrangement provided. Different types of SWA FGB or other switching arrangements may be combined in a single trunk group at the option of the Company.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2. Rate Categories (Cont'd.)

3.2.2 Local Transport (Cont'd.)

E. SWA Feature Group B (Cont'd.)

7. When all SWA FGB switching arrangements are discontinued at an end office and/or in a LATA, an intercept announcement is provided. This arrangement provides, for a limited period of time, an announcement that the service associated with the number dialed has been disconnected.

8. For SWA FGB Switched Access Service provided to a Mobile Telephone Switching Office (MTSO) directly interconnected to a Company Access Tandem office, the customer will be billed for the Switched Local Channel and SWA Common Transport measured, at premium rates only, including the Access Tandem Switching charge and the Interconnection charge. Carrier Common Line and Local Switching charges will not apply.

9. SWA FGB is provided with Assistance Access service via Company designated electronic access tandem switches appropriately equipped for Directory Assistance measurement. When Directory Assistance Access service is provided with SWA FGB switching, calls routed to the access tandem will be completed to the Directory Assistance location.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 Rate Categories (Cont'd.)

3.2.3 8XX Toll Free Dialing

Rate elements applicable to 8XX Toll Free Dialing depend upon the services provided in the translation and routing of End User dialed 800 numbers. Charges are applied on a per query basis. In addition, standard Feature Group D charges apply.

3.2.4 Feature Group D

FGD is provided at Company designated end office switches whether routed directly or via Company designated access tandem switches. FGD is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment is provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when the CCSAC optional feature is specified. FGD is provided with multifrequency address signaling, or common channel signaling.

FGD is provided with Directory Assistance service via Company designated access tandem switches appropriately equipped for DA measurement. Completion of these calls is set forth in Section 3.2.5 preceding. When Directory Assistance Access Service is provided with FGD switching, calls routed to the access tandem will be completed to the DA location. Calls completed to the DA location are subject to the charges in Section 3.7.5.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 Rate Categories (Cont'd.)

3.2.5 Directory Assistance Access Service

Directory Assistance Access Service provides: (1) service to Directory Assistance Access Service locations; (2) the use of Directory Assistance Access equipment; and (3) the use of Directory Assistance Access operators to provide telephone numbers. A Company Directory Assistance operator, when furnished a name and locality, will provide or attempt to provide the telephone number listed in the Company Directory Assistance records associated with the name given at the rates and charges in Section 3.7.5. The Company will not transfer, forward or redial a Customer's end user call to any other location for any purpose other than the provision of Directory Assistance Access service.

A maximum of two (2) requests for telephone numbers will be accepted per call to the Directory Assistance Access operator. A telephone number which is not listed in Directory Assistance Access records will not be available to the Customer's end user. When the access tandem is appropriately equipped for Directory Assistance measurement, the Company will route all DA traffic to the DA Access location for completion over the Customer's switched access provided from the access tandem.

Directory Transport provides the transmission facilities and transport termination between the premises of the ordering customer and the DA Access service location. The mileage is measured from the wire center to the DA Access service locations(s).

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 Rate Categories (Cont'd).

3.2.5 Directory Assistance Access Service (Cont'd)

A local channel, interoffice channel and access tandem switching will be charged pursuant to 3.7, when applicable.

Type A Transmission Specification is provided.

In the event that the telephone number is unavailable, no credit applies for the charge for the call to the DA Operator.

3.2.6 Billing

The Customer shall be responsible for all contacts and arrangements with its end users concerning the provision and maintenance of DA Access Service, and the billing and collecting of charges for DA Access service furnished to its end users.

3.2.7 Credit allowance

A credit will be provided to the Customer in the following circumstances:

(1) an incorrect number has been provided, or
(2) a call is not completed due to failure of DeltaCom's equipment.

The amount of the credit equals the amount charged for a DA Access Service Call.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 Obligations of the Company

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

3.3.1 Network Management

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

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 Obligations of the Company (Cont'd.)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.3.1 Report Requirements

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

A. Jurisdictional Reports

When a Customer orders or receives Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.19 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

The Customer must report the number of trunks and/or the appropriate codes to be instituted in each end office, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to access service traffic is minimized. Network controls as defined in Section 3.3.1 may be

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 Obligations of the Customer (Cont'd.)

3.3.1 Report Requirements

B. Code Screening Reports (Cont'd.)

implemented at the Company's option to ensure acceptable service levels.

3.3.2 On and Off-Hook Supervision

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

3.3.3 Terminating Signaling

On all calls in the terminating direction, the Customer shall ensure that the calling party's number, if available to it, is transmitted to the Company's switch; and, on calls delivered over a common trunk group via another telephone company's tandem switch, that the Customer's carrier identification code (CIC) is transmitted to the Company's switch. Neither the Customer nor any intermediate carrier shall remove or alter either the calling party's number or the CIC. Any calls delivered from another telephone company's tandem switch to the Company's switch without a CIC, or with an invalid CIC, shall be the responsibility of the carrier operating the tandem switch, and that carrier shall be the Customer with respect to such calls.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 Intermediate Provider Access Service

Intermediate Provider Access Service is the origination or termination by the Company of a call any portion of which has been associated with the services provided by an Intermediate Provider.

3.4.1 An Intermediate Provider is a provider that:

A. is not the telecommunications carrier for the customer who is either the originating end user or the terminating end user;

B. does not have a direct connection with the Company or a written agreement, executed by the Company, for the provision of such services; and,

C. seeks to levy any charge or fee, by tariff or otherwise, against the Company.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.5 8XX Toll Free Dialing

3.5.1 General

A per call charge, as specified in 3.7.4following, applies for each completed query. A completed query is when an 800 call utilizes DeltaCom 8XX Toll Free Dialing and for which a Toll Free Dialing Customer is identified.

Credits will be provided for DeltaCom Common Transport and Access Tandem Switching charges associated with FGD for 888 dialed Toll Free Dialing traffic delivered at the tandem from an end office which is 800 Service Switching Point (SSP) equipped, but not 888 SSP equipped, if the customer has direct DeltaCom FGD trunks to that end office.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges

3.6.1 Rate Regulations

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

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

3.6.2 Minimum Periods

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

3.6.3 Charges

A. End Office Local Switching

Usage Sensitive Rates

LS2	Rate
- Per Originating Access Minute	$0.02845000
- Per Terminating Access Minute	$0.01527091

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd.)

3.6.3 Charges (Cont'd.)

B. Local Transport

1. Switched Local Channel/DS1

Monthly Charges		Nonrecurring Charges	
Minimum	Maximum	1st Service Installed	Additional Service
$112.00	$152.00	$866.97	$486.83

2. Interoffice Channel - Switched Access Common Transport

Local Transport, Facility	Per Mile, Per Minute $0.00024002
Local Transport, Termination	Per Minute $0.00058254

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd.)

3.6.3 Charges (Cont'd.)

B. Local Transport (Cont’d.)

3. Access Tandem Switching

$.00074 per access minute/per month

4. Interconnection

$.002875 per access minute of use / per month

5. Diverse Tandem Routing

$.02 per access minute/per month

C. Information Surcharge

Per 100 Access Minutes - $.01870904 (R)

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd.)

3.6.4 8XX Toll Free Dialing

	Per Query
- Per Toll Free Dialing Call with POTS Number Delivery for Toll Free Dialing Numbers with Optional Complex Features, e.g. Call Handling and Destination Features	$0.0111

3.6.5 Directory Assistance Access Service

Directory Assistance Service Call	$.28 / each call

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd.)

3.6.6 Service Order Charges

		Nonrecurring Charges	
A.	Change of service, per request,	$92.00 / per ASR	
B.	Trunk Side Service -per transmission path	$5.00	
C.	Common Block/Translations Related -per end office and tandem office[1]	$62.00	
		First	Each Additional
D.	64 CCC Option FGD with CCSAC -per transmission path[1]	$470.00	$76.00
E.	DS1, per rearrangement	$866.97	$486.83

[1] This charge is in addition to that in 3.7.5A.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd).

3.6.6 Service Order Charges (Cont'd).

F. Transfer of Service

Per Billing Number	$170.00
Trunk Side Service	
Per transmission Path	$8.00

3.6.7 Primary Interexchange Carrier (PIC) Charge

A $5.00 PIC change charge will be incurred and billed to the carrier for each eligible line where a PIC change is made.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd).

3.6.8 SS7 Interconnection

A. The rates that apply for ITC^DeltaCom Signaling Service apply where the Customer interconnects with the signaling network at the Company's STP from the Customers' own SP/SSPs or from a Third-Party Provider of SS7 services.

1. There are recurring and non-recurring charges that apply for each Link Termination and Port that is established.

2. Non-recurring charges apply for the establishment or disconnection of Originating Point Codes (OPC). An OPC installation charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. An OPC disconnection charge applied for each OPC removed. The OPC charge applies on a per service basis.

3. Usage charges apply for the formulation, transport and switching of ISUP or TCAP messages related directly to the Customer's origination and termination of switched access services throughout the Company's network. The Company may bill these charges by using a surrogate charge or as a per message fee as delineated in 3.7.8.D following.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd).

3.6.8 SS7 Interconnection (Cont'd)

A. (Cont'd)

3. To the extent non-local SS7 messaging is billed to the Company by another carrier, the Company will bill the carrier reciprocal charges for the number of messages billed.

4. Where the Customer chooses to bill on a per message basis, the Company will assess ISUP usage charges per signaling message delivered to or from the Customer, regardless of direction, through the dedicated port connection with the Company. TCAP usage charges will be assessed per signaling message delivered to or from the customer, regardless of direction, for such services as Toll Free Access Service, 500 Access Service, LIDB, LNP Query, EQLS, and TCAP Message Transmission.

5. Reporting SPIU and SPLU Factors

a. SPIU

If Customer has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd).

3.6.8 SS7 Interconnection (Cont'd)

A. (Cont'd)

5. Reporting SPIU and SPLU Factors (Cont'd)

a. SPIU (Cont'd)

(Signaling Percent Interstate Usage and Signaling Percent Local Usage) on its signaling with Company and report these factors in the same format detailed herein. If however Customer does not have access to CCS7 Signaling Services monitoring software, then an SPIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services. The signals associated with billed minutes that are jurisdictionally interstate, as a percentage of the signals associated with total billed minutes shall be reported as the CCS7 Access SPIU. Where the customer is a "Third Party Provider" of CCS7 services then the SPIU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic. Carriers developing and reporting an SPIU in this manner shall inform Company of the methodology used to determine the signals associated with billed minutes that are jurisdictionally interstate and the methodology used to determine the signals associated with total billed minutes.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd).

3.6.8 SS7 Interconnection (Cont'd)

A. (Cont'd)

5. Reporting SPIU and SPLU Factors (Cont'd)

b. SPLU

Where Customer is an approved local service provider, then the Customer may report an SPLU in the following manner:

If Customer has access to CCS7 Signaling Services monitoring software, then that Customer may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with Company and report these factors in the same format detailed herein.

If, however, a Customer does not have access to CCS7 Signaling Services, factors shall be developed and reported based upon

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd).

3.6.8 SS7 Interconnection (Cont'd)

A. (Cont'd)

5. Reporting SPIU and SPLU Factors (Cont'd)

b. SPLU (Cont'd)

the associated billed minutes of use for SWA Usage based services and Local services. The signals associated with billed minutes that are jurisdictionally local as a percentage of the signals associated with total intrastate billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a Third Party provider of CCS7 services then the SPLU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic. Customers developing and reporting an SPLU in this manner shall inform Company of the methodology used to determine the signals associated with billed minutes that are jurisdictionally local and the methodology used to determine the signals associated with total intrastate billed minutes.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd).

3.6.8 SS7 Interconnection (Cont'd)

A. (Cont'd)

5. Reporting SPIU and SPLU Factors (Cont'd)

c. EXAMPLE

In determining a factor for intrastate, non-local traffic, consider the following example:

Based on evaluating SWA usage-based services and local interconnection services, a Customer has determined that its signaling traffic merits an SPIU of 80 and SPLU of 60. As such the following will then be true:

80% of the carrier's signaling messages will be billed as interstate of the remaining 20%, 60% of the 20% (.60x. .20 = .12), 12% will be billed as local. And, the final 8% will be billed as intrastate, non-local.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd).

3.6.8 SS7 Interconnection (Cont'd)

B. CCS7 Signaling Connection

		Monthly Rate	Nonrecurring Charge
1.	Per 56 kbps facility	$250.00	$255.00

C. CCS7 Signaling Termination

		Monthly Rate	Nonrecurring Charge
1.	Per STP port	$300.00	$350.00

D. CCS7 Signaling

		Monthly Rate
1.	Surrogate (per Link, per LATA, per month)	$400.00
2.	Per Message (ISUP, TCAP)	
	ISUP	$.000035
	TCAP	$.000123

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Rates and Charges (Cont'd).

3.6.8 SS7 Interconnection (Cont'd)

E. CCS7 Point Code Establishment or Change

		Nonrecurring Charge First	Nonrecurring Charge Additional
1.	Originating Point Code, Established or Changed	$40.00	$20.00
2.	Per Destination Point Code, Established or Changed	$20.00	$20.00

3.6.9 Intermediate Provider Access Service

Rates will be billed at the greater of:

A. Per Minute Rate $0.025

B. Per Call Rate* $0.005

* The Per Call Rate is in addition to the Per Minute Rate.

Or, the amount charged to the Company by the Intermediate Provider plus an administrative fee equal to 10% of the total amount charged.

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SECTION 4 - CARRIER COMMON LINE ACCESS SERVICE

4.1 General

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End User's Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

4.2 Limitations

No telephone number or detailed billing are provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

4.3 Application of Intrastate Charges

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.19 of this tariff.

4.4 Rates and Charges

Carrier Common Line Access Charges

- Terminating Per Access Minute $0.013195
- Originating Per Access Minute $0.010000

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SECTION 5 - WIRELESS TERMINATION SERVICE

5.1 General

This tariff applies to intraMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

5.1.1 This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC).

5.1.2 Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.

5.1.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., intermTA traffic). In those situations where a CMRS provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.

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SECTION 5 - WIRELESS TERMINATION SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.4 These Regulations and Rates are in additional to the Regulations, Rates and Charges in other Company tariffs.

5.1.5 This tariff applies except as otherwise provided in 1) an interconnection agreement between the CMRS provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the CMRS provider and the Company approved by the Commission.

5.1.6 The Company shall issue a bill to the CMRS provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office or tandem switch. If possible, the CMRS provider will provide to the Company billing records in standard industry formats regarding calls it originates that terminate on the Company's network. Records will be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers.

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SECTION 5 - WIRELESS TERMINATION SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.6 (Cont'd)

If a CMRS provider is unable to provide billing records of the calls that it originates to the Company, the Company may use usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic as the basis for billing the CMRS provider. If the CMRS provider is unable to provide billing records, the CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA traffic. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated to the Company.

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SECTION 5 - WIRELESS TERMINATION SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.7 Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Company upon request. Such studies shall be conducted no less frequently than once each quarter to ensure that the CMRS provider is using an accurate intraMTA/interMTA percentage. The CMRS provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The CMRS provider shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The CMRS provider shall pay the Company the reasonable amount of the Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Company.

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SECTION 5 - WIRELESS TERMINATION SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.7 (Cont'd)

Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider to give assurances of compliance with the provisions of this tariff. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.

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SECTION 5 - WIRELESS TERMINATION SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.8 If the CMRS provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U .S. Mail to the CMRS provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRS provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.

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SECTION 5 - WIRELESS TERMINATION SERVICE (CONT'D.)

5.2 Rates and Charges

Rates for termination of IntraMTA Traffic (per MOU):

Carrier Common Line	$0.02639
Local Switching	$0.01095
Common Transport	$0.00046
Tandem Switching	$0.00074
Interconnection	$0.005750

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SECTION 6 - PROMOTIONS

6.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

6.2 Demonstration of Service

From time to time the Company shall demonstrate service by providing free channels for a period of time to be determined by the Company. The Company will charge usage sensitive rates.

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SECTION 7 - CONTRACT SERVICES

7.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, mixture of services or other distinguishing features.

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SECTION 8 – VOIP PSTN TRAFFIC

8.1 Identification and Rating of VoIP-PSTN Traffic

8.1.1 Scope - This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011), as Amended or Revised ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

8.1.2 Rating of VoIP-PSTN Traffic - The Relevant VoIP-PSTN Traffic identified in accordance with this Section will be billed at rates equal to those tariffed for the Company's interstate switched access services as described in Section 5 & 8 of the Company's FCC access services tariff. Consistent with the FCC Order, charges are assessed by the Company for services provided by the Company and/or by any of its VoIP Provider Partner(s).

8.1.3 Calculation and Application of Percent-VoIP-Usage Factor – the Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer.

The PVU for traffic will be derived and applied as follows:

A. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate access MOU for traffic that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information consistent with the FCC Order.

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

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SECTION 8 – VOIP PSTN TRAFFIC (CONT'D.)

8.1 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

8.1.3 (Cont'd.)

C. The Company will use the PVU-A and PVU-B factors to calculate an over-all PVU factor that represents the percentage of total access MOU for service exchanged between the Company 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: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

D. The Company will apply the over-all PVU factor to the total service intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs for service.

Examples for PVU Factor Calculations:
(The calculation elements in these examples are generic.)

Example 1: The PVU-B is 10% and the PVU-A is 40%. The over-all PVU factor is equal to 40% + (10% x 60%) = 46%. The Company will bill 46% of the Customer's intrastate access MOU as VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The over-all PVU factor is 0% + (100% x 10%) = 10%. The Company will bill 10% of the Customer's intrastate access MOU as VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the over-all PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU as VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

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SECTION 8 – VOIP PSTN TRAFFIC (CONT'D.)

8.1 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

8.1.3 (Cont'd.)

D. (Cont'd.)

Use of Default Percentages - Company

Where the Company's PVU-B is equal to the percentage of VoIP subscribers in the state based on the FCC's *Local Competition Report*, as released periodically, as set forth in paragraph 963 of the FCC Order (the "Default Percentage"), and the Customer's PVU-A is also equal to the Default Percentage, the PVU factor applicable to traffic exchanged between the Company and the Customer shall be the Default Percentage.

Default PVU Factors - Customer

If the Customer does not furnish the Company with a PVU factor pursuant to the preceding paragraph 8.1.3.A of this Section, the Company will utilize a PVU equal to the Company's PVU-B factor.

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SECTION 8 – VOIP PSTN TRAFFIC (CONT'D.)

8.1 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

8.1.4 Initial PVU Factors - If the PVU factors are not available and/or cannot be implemented in the Company's billing systems by September 5, 2012, once the factors are available and can be implemented the Company will adjust the Customer's bills to reflect the PVUs retroactively to September 5, 2012. In calculating the initial PVUs, the Company will take the Customer-specified PVU-A into account retroactively to September 5, 2012, provided that the Customer provides the factor to the Company no later than October 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B, as specified in subsection 8.1.3.B, above.

8.1.5 PVU Factor Updates - The Customer may update the PVU-A factor quarterly using the method set forth in subsection 10.1.3.A, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A 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.

8.1.6 PVU Factor Verification - Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factor.

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