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September 27, 2007
Via Electronic Filing

Mr. Charles L.A. Terreni, Chief Clerk
Public Service Commission of South Carolina
Synergy Business Park, Saluda Building
101 Executive Center Dr., Suite 100
Columbia, SC 29210

RE: Access Services Replacement Tariff for **Time Warner Telecom of South Carolina, L.LC.**
Docket No. 2007-441

Dear Mr. Terreni:

Enclosed for filing please find the electronic copy of an Access replacement tariff submitted on behalf of Time Warner Telecom of South Carolina, LLC. This tariff, Time Warner Telecom of South Carolina LLC, South Carolina P.S.C. Tariff No. 2, replaces in its entirety, Xspedius Management Co. of Columbia, LLC, Charleston, LLC, Greenville, LLC, Spartanburg, LLC SC PSC Tariff No. 1, and Time Warner Telecom of South Carolina, LLC South Carolina Tariff No. 1, due to the merger of these companies.

The Company respectfully requests this tariff revision to be come effective on September 27, 2007.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3002 or via e-mail to cwightman@tminc.com. Thank you for your assistance.

Sincerely,

Connie Wightman
Consultant to Time Warner Telecom of South Carolina, L.L.C.

CW/bc

e-mail: Tammy Chatfield, Time Warner Telecom
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file: Time Warner Telecom – SC Access
tms: SCa0707a

This tariff, Time Warner Telecom of South Carolina LLC, South Carolina P.S.C. Tariff No. 2, replaces in its entirety Xspedius Management Co. of Columbia, LLC, Charleston, LLC, Greenville, LLC, Spartanburg, LLC SC PSC Tariff No. 1, and Time Warner Telecom of South Carolina, L.L.C., South Carolina Tariff No. 1.

TITLE PAGE

ACCESS SERVICES TARIFF

OF

TIME WARNER TELECOM OF SOUTH CAROLINA LLC

This tariff, filed with the South Carolina Public Service Commission, contains the rates, terms and conditions applicable to the provision of Customer services provided by Time Warner Telecom of South Carolina LLC within the State of South Carolina.

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.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*	51	Original	*
1	Original	*	27	Original	*	52	Original	*
2	Original	*	28	Original	*	53	Original	*
3	Original	*	29	Original	*	54	Original	*
4	Original	*	30	Original	*	55	Original	*
5	Original	*	31	Original	*	56	Original	*
6	Original	*	32	Original	*	57	Original	*
7	Original	*	33	Original	*	58	Original	*
8	Original	*	34	Original	*	59	Original	*
9	Original	*	35	Original	*	60	Original	*
10	Original	*	36	Original	*	61	Original	*
11	Original	*	37	Original	*	62	Original	*
12	Original	*	38	Original	*	63	Original	*
13	Original	*	39	Original	*	64	Original	*
14	Original	*	40	Original	*	65	Original	*
15	Original	*	41	Original	*	66	Original	*
16	Original	*	42	Original	*	67	Original	*
17	Original	*	43	Original	*	68	Original	*
18	Original	*	44	Original	*			
19	Original	*	45	Original	*			
20	Original	*	46	Original	*			
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*						

* - indicates those pages included with this filing

TABLE OF CONTENTS

	Page
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
SECTION 1 - ABBREVIATIONS AND DEFINITIONS	5
SECTION 2 - TERMS AND CONDITIONS	14
SECTION 3 - SWITCHED ACCESS SERVICE	37
SECTION 4 - RATES AND CHARGES	56
SECTION 5 - CUSTOMER SPECIFIC CONTRACTS	63
SECTION 6 - TELECOMMUNICATIONS SERVICES PRIORITY	64

EXPLANATION OF SYMBOLS

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

(C) - To signify changed regulation.

(D) - To signify discontinued rate or regulation,

(I) - To signify increased rate.

(M) - To signify a move in the location of text.

(N) - To signify new rate or regulation.

(R) - To signify reduced rate,

(S) - To signify reissued matter.

(T) - To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

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

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

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

Access Code - A uniform five (5) or seven digit code assigned by the Company to an individual Customer. The five (5) digit code has the form 10xxx or and the seven digit code has the form 950-xxx or 101-xxxx.

Access Minutes - Denotes usage of exchange facilities in intrastate service for the purpose of calculating chargeable minutes of use.

Access Service or Switched Access Service - Access to the switched network of an Exchange Carrier for the purposes of originating or terminating communications. Access Service is available to carriers as defined herein.

Access Service Request (ASR) - The Industry service order format used by Access Service Customer and access providers as agreed to by the ATIS/Ordering and Billing Forum.

Access Tandem - An Exchange Carriers switching system that provides a traffic concentration and distribution function for originating or terminating traffic between local switching centers 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.

Authorized User - A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

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

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

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

Carrier or Common Carrier - See Interexchange Carrier or Exchange Carrier.

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Central Office - A Local company switching system where the customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel(s) - An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Commercial Mobile Radio Service (CMRS) - A wireless provider of telecommunications services.

Common Channel Signaling (CCS) - A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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 the local exchange carriers central offices.

Commission – The South Carolina Public Service Commission.

Company - Time Warner Telecom of South Carolina LLC, the issuer of this tariff.

Constructive Order - Delivery of calls to or acceptance of calls from the company's end user locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a company's end user of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the customer.

Conventional Signaling - The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and out pulsed digits is initiated. No overlap out pulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Customer - Any person, firm, corporation or other entity which orders or obtains service under 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 premises specified by the Customer for the origination or termination of Access Services.

Customer Point of Presence (POP) - the physical location associated with the Customer's communication system.

Digital Cross Connect System (DCS) - A digital system within a communications network with centralized switching and cross connection.

Digital Signal level 0 (DS0) - A dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

Digital Signal level 1 (DS1) - 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.

Digital signal Level 3 (DS3) - A dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

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

Duplex Service - Service which provides for simultaneous transmission in both directions.

End user - Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by a Local Exchange Carrier.

Entry Switch - The first point of switching.

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

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

Exchange Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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

Feature Group D – Access service which provides trunk side access to Company switches through the use of end office or access tandem switch trunk equipment. Feature Group D service may be arranged for 10XXXX dialing or equal access without using a dial codes.

FCC – Federal Communications Commission.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Firm Order Confirmation (FOC) - Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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

Hub - The Company office where all customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Interconnected Wholesale Provider - A provider of telecommunication services that uses internet protocol (IP) technology.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation. Any resulting agreement will be made available to ORS upon request.

Interexchange Carrier (IXC) or Interexchange Common Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

InterMTA (Major Trading Area) - For purposes of this tariff, InterMTA refers to, telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

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

IntraMTA (Major Trading Areas) - For purposes of this tariff, IntraMTA refers to, telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services

Intrastate - For purposes of this tariff, the term Intrastate applies to the regulatory jurisdiction of services for communications between locations within the same state

Joint User - A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps - Kilobits, or thousands of Bits, per second.

LATA (Local Access and Transport Area) - A geographic area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Access - The connection between a customer's premises and a point of presence of the Exchange Carrier.

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

Local Switching Center - The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps - Megabits, or millions of Bits, per second.

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Meet Point Billing - The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under a multiple or single bill scenario under its respective tariff.

Message - A message is a Call as defined above.

Network - The Company's digital Fiber optics-based network located in the Continental United States.

Network Services - The Company's telecommunications Access Services offered on the Company's Network.

Nonrecurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

Off-Hook - The active condition of switched access or a telephone exchange service line.

Off-Net - A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

On-Hook - The idle condition of switched access or a telephone exchange service line.

On-Net - A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

Originating Direction - The use of Switched Access Service for the origination of calls from an end user or customer premises to an IXC premises.

ORS – South Carolina Office of Regulatory Staff.

Out of Band Signaling - An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Point of Presence (POP) - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

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. The point of demarcation is the point of interconnection between company communications facilities and Customer-provided facilities as being in Part 68 of the Federal communications Commission's rules & Regulations.

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

Presubscription - An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing interLATA calls. The selected IXC(S) is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Access Service at the Local Switching Center that serves the end user.

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

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order - The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Service(s) - The Company's telecommunications Access Services offered on the Company's Network.

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

Shared Facilities - A facility or equipment system or subsystem which can be used simultaneously by several customers.

Signaling Point of Interface - The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7) - The Common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access - Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access - See Dedicated Access.

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

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.

Terminating Direction - the use of Switched Access Service for the completion of calls from an IXC's or Carrier premises to an end user or customer premises.

Transmission Path - An electrical path capable of transmitting signals within the rage 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.

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 herein and in other relevant Company Tariffs.

Access Service consists of access to the switched network of an exchange carrier for the purpose of originating or terminating communications. Access Service is available to carriers as defined herein.

2.2 Limitation on Service

2.2.1 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 this tariff.

2.2.2 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.

2.2.3 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.

2.2.4 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.

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

2.3 Assignment or Transfer of Service

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 document shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.4 Use of Service

2.4.1 Service may be used for any lawful purpose by the Customer or by any end user.

2.4.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.4.3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.4.4 Any service provided under this tariff may be resold or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it 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.

2.4.5 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

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

2.4 Use of Service, (Cont'd.)

2.4.6 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rate to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.4.7 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rate unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.4.8 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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

2.4 Use of Service, (Cont'd.)

2.4.9 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

A. where facilities are not presently available and there is no other requirement for the facilities so constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where facilities are requested in a quantity greater than that which the Company would normally construct;

E. where installation involving abnormal costs; or

F. on a temporary basis until permanent facilities are available;

G. installation involving abnormal costs; or

H. in advance of its normal construction schedules.

Special construction charges for Access Service will be determined as described in this section.

2.4.10 Ownership of Facilities

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

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

2.5 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.

2.5.1 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.

2.5.2 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 when there is an unpaid balance for service that is more than 30 days overdue.

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.

C. 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 of any of the provisions governing the furnishing of service under this tariff, 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.

E. For any other reason cited in South Carolina Regulation 103-625.

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

2.5 Discontinuance and Restoration of Service, (Cont'd.)

2.5.3 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 Customer pays a deposit at Company's discretion, as provided in South Carolina Regulation 103-621.2.. Nonrecurring charges apply to restored services, pursuant to South Carolina Regulation 103-622.3.

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

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

2.6 Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, a Cancel Order Charge will apply. Charges are reflected in the Rate Section.

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

2.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

2.7 Minimum Period

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

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

2.8 Term Agreements

The Company may offer Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

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

2.9 Billing and Payments

2.9.1 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.

B. 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) on CD-ROM, or 3) via electronic transmission. Such bills are due upon receipt regardless of the media 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 of service 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 bill.

C. The Company may assess charges for provisioning of additional copies of bills at a charge of $10.00 per bill.

D. The Company, upon request of call detail records, may assess charges for the provisioning of these records. The call detail records will be in Exchange Message Interface (EMI) Industry format. The charge for provisioning of the call detail records will be $.025 per record or $50.00 per billing month per invoice.

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

2.9 Billing and Payments, (Cont'd.)

2.9.1 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:, (Cont'd.)

E. 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 penalty shall be due the Company. The late payment penalty, not to exceed the rate allowed per South Carolina Regulation 103-622.2, shall be a portion of the payment not received by the payment due date times a late factor. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

F. A charge consistent with SC Code Ann Section 34-11-70(a)(3) will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

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

2.9 Billing and Payments, (Cont'd.)

2.9.2 The Company will establish a bill day each month for each customer account. The bill will cover charges for the billing period for which the bill is rendered, plus any known unbilled charges and adjustments for any prior periods.

There are three types of rates and charges that apply to Access Service. These are monthly Recurring Charges, usage rates and Nonrecurring Charges.

A. Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

B. Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges: Nonrecurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

D. Installation of Service: Nonrecurring charges apply to each Access Service installed. The charge is applied per line or Trunk.

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

2.10 Claims and Disputes

Objections to billed charges must be reported to the Company within 90 days of invoice date. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation and may be submitted online at http://customers.twtelecom.com/disputes/ or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

2.10.1 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

2.10.2 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 Section 2.9.

2.10.3 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.

2.10.4 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.

2.10.5 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 disputed amount shall be subject to the late penalty as set forth in Section 2.9.

2.10.6 Any unresolved disputes may be forwarded to the ORS Consumer Services Division, at 1441 Main Street, Suite 300, Columbia, SC 29201.

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

2.11 Payment of Deposits

2.11.1 The Company reserves the right to require a deposit as a condition to the initial provision of Services or as a condition to the continued provision of Services, as provided in South Carolina Regulation 103-621.2.

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

2.12 Inspection, Testing and Adjustment

2.12.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether this tariff is 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.

2.12.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests 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 (24) hours in length and is requested by the Customer. Records will be retained with date, time, duration and reason for testing and made available to the ORS upon request.

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

2.13 Interconnection

2.13.1 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.

2.13.2 Interconnection with the services or facilities of other common carriers shall be executed in accordance with this tariff and the terms and conditions of the other common carrier's tariff(s).

2.13.3 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.

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

2.14 Liability of the Company

2.14.1 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 be limited to the allowance of service interruption credits as specified in this tariff. The extension of such allowances shall be the sole remedy of the Customer and the sole liability of the Company.

2.14.2 The Company will not be liable for any lost profits or direct, indirect, incidental, special, consequential exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts, omissions or negligence of the Company's employees or agents.

2.14.3 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.

2.14.4 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 Commission's Rules and Regulations.

2.14.5 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.

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

2.15 Liability of the Customer

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

2.15.1 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

2.15.2 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

2.15.3 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, facilities or equipment provided by the Company.

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

2.16 Taxes and Surcharges

2.16.1 The Company reserves the right to bill any and all applicable taxes, surcharges and fees including, but not limited to: Federal Excise Tax; State Sales Tax, Municipal Taxes; Gross Receipts Taxes; and any taxes, surcharges, fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer's invoice or billing detail.

2.16.2 Universal Service Fund Charge

The Universal Service fund (USF) charge provides for affordable local telephone services, from this tariff. The USF charge will be determined by multiplying a USF surcharge factor, as determined from the applicable regulatory entity, by the customer's monthly billing account level intrastate charges for these services.

The USF charge will also be assessed to customers on the Other Incidental Charges. A USF Surcharge factor will be applied to the following nonrecurring charges:

Nonrecurring charge for Presubscribed Interexchange Carrier
Primary Interexchange Carrier Charge

These USF charges will not be assessed to Lifeline Customers, with the exception of the USF on Other Incidental charges.

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

2.17 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 intrastate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

2.18 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) and or Percent Local Usage (PLU) must be provided to the Company. These percentages will be used by the Company to apportion the use and/or charges between interstate, intrastate, and local until a revised report is received as set forth herein.

2.18.1 Originating Access

Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level. The Customer must provide the Company with a PIU factors, as applicable, on a quarterly basis, as specified below.

For Feature Group D Access Service(s), where the Company can determine jurisdiction by it's call detail, the Interstate and Intrastate Usage will be identified based on the originating NPA/NXX to the terminating NPA/NXX.

For Feature Group D with 950 Access, the Customer must provide the Company with a PIU factor by supplying the Company with an interstate percentage of originating access minutes.

For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

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

2.18 Jurisdictional Reporting, (Cont'd.)

2.18.2 Terminating Access

For Feature Group D Access Service(s), the Customer must provide the Company with a PIU and PLU factor, as applicable, at a minimum on a quarterly basis. If no PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic. If no PLU factor, as applicable, is submitted by the Customer, then the PLU will be set on a default basis of 100% intrastate traffic.

2.18.3 Where the Company measured access minutes are used, and the Company can determine actual jurisdiction, the company will use the actual jurisdiction identified

2.18.4 Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate, intrastate and local percentages of use, as applicable, for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for use, based solely on the traffic originating from or terminating to the Company Switching Center. The quarterly report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentages to be the same that was provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the default percentages of 50% interstate and 50% intrastate.

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

2.18 Jurisdictional Reporting, (Cont'd.)

2.18.5 If a billing dispute arises or a regulatory commission questions the PIU or PLU factor, the Customer will provide the data issued to determine the PIU or PLU factor. The Customer will supply the data within 30 days of the Company request. Any records retained by the Company pursuant to this provision will also be made available to the ORS upon request.

2.18.6 The Customer shall keep records of call detail from which the percentage of interstate, intrastate, and local use, as applicable, can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit, internally or with an external firm, at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

2.18.7 In the event that an audit reveals that any customer reported PIU or PLU was incorrect, the Company shall apply the audit results to all usage affected by the audit. The customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 30 days from receipt of bill or by the following bill date, whichever is a shorter period.

2.18.8 Should an audit reveal that the misreported percentage(s) of use resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services billed, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.

2.18.9 Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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

2.19 Obligations of the Customer

2.19.1 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 other than the Company, except that no Customer shall be liable for another Customer's actions.

2.19.2 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.

2.19.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

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

2.19 Obligations of the Customer, (Cont'd.)

2.19.4 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.

2.19.5 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.

2.19.6 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.

2.20 Other Rules

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, in any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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 terminations, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate or terminate calls from an end user's premises to a Customer's premises in the LATA where it is provided. When the Customer is a CMRS provider, Switched Access Service rates apply for all interMTA traffic.

Switched Access Service is also available to pass calls between a Customer’s premises and the premises of another carrier, including a CMRS provider and an Interconnected Wholesale provider.

The application of rates for Switched Access Service is described in Section 4 following. Rates and charges for services other than Switched Access Service, i.e., 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 Ordering Conditions

Except as provided elsewhere in this Tariff, all services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines (ASOG), unless otherwise specified herein.

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

3.1 General, (Cont'd.)

3.1.2 Access Service Intervals

Access Service is provided with one of the following Service Date intervals:

Standard Interval

Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested internal, subject to the following conditions:

A. Standard Interval

The Standard Interval for Access Service will be specified at the time the order is placed business days from the application Date. This interval only applies to standard services offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Service provided under the Standard Interval will be installed during Company business hours.

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

3.1 General, (Cont'd.)

3.1.2 Access Service Intervals, (Cont'd.)

B. Negotiated Interval

The Company will negotiate a Service Date Interval with the Customer when:

1. the Customer requests a Service Date before or beyond the applicable Standard Interval Service Date ; or

2. there is no existing facility connecting the Customer Premises with the Company; or

3. the Customer requests a service that is not considered by the Company to be a standard service offering (i.e., if additional engineering is required to complete the order); or

4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested. The Negotiated Interval may not exceed the Standard Interval Service Date by more than six (6) months, or, when there is no Standard Interval, the Company offered Service Date.

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

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications

Any increase in the number of Access Service lines, Trunks, Access transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

A. Service Commencement Date Changes

ASR service date for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be canceled by the Company on the thirty-first day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 3.1.4

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

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

B. Design Change Charge

The Customer may request a Design Change to the service order. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what changes(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 3.1.4, are in addition to a Service Date Change Charges that may apply.

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

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

C. Expedited Order Charge

When placing an Access Order for services(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

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

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

C. Expedited Order Charge, (Cont'd.)

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event the Customer cancels an expedited request, the Expedite Charge will be added to all applicable Cancellation Charge specified herein.

In the event the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 4 Rates.

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

3.2 Rate Categories

The Company applies traditional per minute of use switched access rate elements to originating and terminating traffic including Tandem Services. Switched Access Services may include charges for 1+ domestic and international traffic, 8XX traffic, 500, 700, & 900 access traffic, 950 traffic, and etc. The rate elements may include the following rate categories:

Carrier Common Line
Local Switching
Transport
8XX Database Query
Last Resort LNP Queries

The Company assesses the per minute of use rate elements plus 8XX Data Base Query rates for originating 8XX Access services.

For Tandem Services including for CMRS and Interconnected Wholesale Providers, the Company assesses traditional per minute of use switched access rate elements and 8XX Database Query charges, as applicable. The rate elements may include the following rate categories:

Tandem Switching
Transport
8XX Database Query

Ancillary access charges are billed in addition to the primary access charge rate categories listed above. Ancillary access rate elements are billed in addition to the rate element per minute of use charges and may include, but are not limited to, 500/900 Access Service, Inward Operator Services, Operator Pass Through Service, Billing Name and Address, and recording services.

Name and Address
Recording Services

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

3.2 Rate Categories, (Cont'd,)

3.2.1 Carrier Common Line

The Carrier Common Line rate category includes the charges related to the use of common lines by customers and end users for intrastate access.

3.2.2 Local Switching

The end office switching rate category establishes the charges related to the use of local office switching equipment, the terminations in the local end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the common trunk port costs, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

Where local 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.

3.2.3 Transport

The Transport rate category provides the transmission and end office termination facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications. The rate components include:

Transport Termination
Transport Facility
Interconnection Charge

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.

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

3.2 Rate Categories, (Cont'd,)

3.2.3 Transport, (Cont'd.)

A. Transmission Paths

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

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

3.2.4 Tandem Switching

The Tandem Switching category establishes the charges associated with "switching" the call through the Company's switching office from the "incoming" trunk group to the "outgoing" trunk group.

Tandem Switching charges apply when the Company passes a call between the Customer and another carrier, including a CMRS providers and Interconnected wholesale providers. Tandem switching charges may include the cost for multiplexing.

3.2.5 8XX Data Base Query Service

8XX Data Base Query Service is a service offering utilizing originating trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by and end user, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location (Carrier identification Code or destination routing number) to which the call is to be routed. This service is billed based on a per query charge.

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

3.2 Rate Categories, (Cont'd,)

3.2.6 Local Routing Number (LRN) Query Service of Last Resort

LRN Query Service of Last Resort is a service when a call is routed to the Company's local or tandem switching office where the dialed telephone number is portable and a query has not been performed to identify the correct Carrier for routing of the call. A LRN query will be performed and the call will be re-routed to the correct Carrier. This service charge is per query charge and will be billed to the Carrier originating the call.

3.2.7 500/900 Access Service

Originating 500/900 Access Service is a Trunk Side Switched Service that is available to the Customer via 900 Access Service trunk groups. 900 Access Service trunk groups will be provided in conjunction with FGD. 500/900 Access Service is available with either 1+ or 1+ and 0+ dialing capability, with 1+ the standard 0+500/0+900 dialing is available for use with calling cards only (operator handled calls other than calling card calls are not permitted). When a 1+ or 0+500/900+NXX+XXXX call is originated by an end user, the Company will perform the Customer identification function to determine the Customer location to which the call is to be routed. The Customer identification function will be available at Company switches.

Unless prohibited by technical limitations of the Customer's terminating switch (i.e., different dialing plans), the Customer's 900 Access Service traffic may, at the option of the Customer, be combined in the same trunk group arrangement with the Customer's non-500/900 Access Service traffic. When required by technical limitations, or at the request of the Customer, a separate trunk group will be established for

<u>900 Access Service</u>: 900 Access Service calls originated as 0-, 101XXXX, Company Coin sent paid, or originated from Inmate Service, and toll restricted stations will be blocked.

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

3.2 Rate Categories, (Cont'd,)

3.2.7 500/900 Access Service, (Cont'd.)

900 Access Service is offered under the following conditions:

A. The Company and/or Customer will offer free blocking on all 900 services for all new connect and transfer orders.

B. The Company and/or Customer will offer free blocking on all 900 services for end users who dispute charges for such services, or make inquiries,

C. 900 Access Service will not be offered by any new carrier's offices unless blocking is available.

D. 900 Access Service will not be offered unless either the Company or the Customer provides the end user with a voice over message prior to the call advising the end user with a voice over message prior to the call advising the end user of the per minute costs of the call. The end user may disconnect after the voice over and before the start of the call without incurring charges.

E. 500/900 Access Service originating from Company Switch(es) will be using Feature Group D signaling with overlap out pulsing. Feature group D signaling may be provided with or without 10-digit ANI, but not in the same trunk group. 500/900 Access Service originating from Company Switch(es) without the Customer identification function, will be provided using traditional signaling.

F. For 500/900 Access Service traffic originating from Company Switch(es) with the Customer identification function, Feature Group D parameters as specified in Section 3.1 and Section 3.2 of this tariff will apply.

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

3.2 Rate Categories, (Cont'd,)

3.2.7 500/900 Access Service, (Cont'd.)

G. The Company retains the right to administer its network in such a manner that will minimize the impact of traffic surges in 500/900 Access Service traffic on other access service traffic. The Company may, when it deems necessary, implement network management controls to ensure acceptable service levels.

H. In order to ensure deployment of adequate protective network controls, the Company requires that the Customer provide notification to the Company's Network Operations Center at least two business days before any 500/900 Access Service event for which a substantial call volume is expected during a short period of time (i.e., media stimulated event). Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the 500/900 line number to be used.

I. The Customer is responsible for using 500/900 Access Service in accordance with this tariff. 500/900 Access Service shall not be used for any communication which is prohibited by law, nor in any manner which is unlawful. It is not intended that 500/900 Access Service be used for any communication which implicitly or explicitly invites, describes, stimulates, arouses, or otherwise refers to sexual conduct, or which contains sexual innuendoes which arouse or attempt to arouse sexual desire. Nor is it intended that 500/900 Access Service be used or administered in conjunction with misleading, exploitative or similarly abusive business practices. The Company and the Customer will comply with all statutes, rules and regulations with regard to the provision of 900 Access Service to minors.

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

3.2 Rate Categories, (Cont'd,)

3.2.7 500/900 Access Service, (Cont'd.)

J. The Customer shall cooperate with the Company to investigate, and to resolve complaints, referred to them by the Consumer Affairs Division of the Commission or provided to the Customer or Company, which may result from such uses of 500/900 Access Service. The Company and the Customer shall keep an internal record and monitor all complaints regarding the provisioning, billing or operation of 900 Access Service. The Company and/or Customer will provide results of such investigations to the Consumer Affairs Division when requested.

K. The Company and/or Customer may waive charges associated with 900 service, up to $100.00 for residence and up to $500.00 for business, if the end user agrees to free blocking of all 900 services.

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

3.2 Rate Categories, (Cont'd,)

3.2.8 Inward Operator Services

A. General

Inward Operator Services enable Customers to be connected to the Company's operator services switch for the purpose of providing operator services to their end users.

B. Service Description

1. Busy Line Verification (BLV)

BLV is a service where, at the request of the Customer's operator, a Company operator will attempt to determine the status of an exchange service line (i.e., conversation in progress available to receive a call or out of service) and report to the Customer's operator.

2. Busy Line Verification/Interrupt (BLVI)

BLVI is a service where, at the request of the Customer's operator, a Company operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that the Customer's end user can attempt to complete a call to the line.

C. Specifications

Inward Operator Services are provided over trunks between the Customer's premises and the Company's local switch. Where FGD trunks which carry other Customer traffic are used, the technical specifications for such trunks apply. The Company will be responsible for transporting this traffic from its local switch to its operator service switch when these are different.

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

3.2 Rate Categories, (Cont'd,)

3.2.8 Inward Operator Services, (Cont'd.)

D. Undertaking of Company

In addition to the above obligations of the Company set forth above, the following obligations apply only to the provision of Inward Operator Services:

1. The Company will provide BLV and BLVI for telephone numbers in its operating territory.

2. The Company operator will respond to one telephone number per call on requests for BLV or BLVI.

3. The Company will designate which operator service switch serves which NXX's and make such information available to the Customer.

E. Obligations of the Customer

In addition to the obligations of the Customer set forth in this tariff, the Customer has the following obligations pertaining only to the provision of Inward Operator Services:

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

3.2 Rate Categories, (Cont'd,)

3.2.9 Operator Pass-through Service

A. General

Operator Pass-through Service enables a Customer who provides operator services to receive calls passed through to it by the Company, within a specified LATA, for the purpose of operator assisted call completion or, for a Customer who does not provide operator service, Operator Pass-through Service enables end user calls to be passed through to either a Customer designated Operator Service Provider or a Company provided recording. Operator Pass-through Service is only available in end offices equipped with Feature Group D.

B. Service Description

Operator Pass-through Service provides end users with access to the operators of the Customer for operator assisted call completion, when the Customer provides operator services for end users for calls originating from a particular LATA and is capable of receiving calls passed through to it by the Company in that LATA.

The Company will, when requested by an end user, connect that end user to a specified Customer for Operator call completion provided that Customer offers operator services in the end user's originating LATA and is capable of receiving calls passed to it by the Company in that LATA.

If the Customer does not provide operator services for end users, at the option of the Customer, the Company will provide end users with access to a Customer designated Operator Services Provider or to a Company provided announcement which will direct the end user to contact their Presubscribed Interexchange Carrier for dialing instructions. For Customers who opt to designate an Operator Services Provider, only one Operator Services Provider may be designated within specified LATA.

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

3.3 Wireless Termination Service

Wireless Termination Service applies to intraMTA traffic originated by a Wireless Service provider and terminated to customers of the Company (i.e., wireless to wireline traffic) whether there is direct or indirect interconnection of the Wireless Service provider's and the Company's networks.

3.3.1 This service is provided to Wireless Service providers licensed by the Federal Communications Commission (FCC).

3.3.2 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. § 24.102 of the FCC Rules and Regulations.

3.3.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTA's (i.e., interMTA traffic). In those situations where a Wireless Service provider terminates interMTA traffic to the customers of the Company, then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.

3.3.4 These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs that the traffic may be routed through.

3.3.5 This tariff applies except as otherwise provided in, 1) an Interconnection Agreement between the Wireless Service provider and the Company approved by the Commission pursuant to the Act; or 2) a Terminating Traffic Agreement between the Wireless Service provider and the Company approved by the Commission, as applicable; or 3) a Commercial Agreement between the Wireless Service provider and the Company.

3.3.6 The Company shall issue a bill to the Wireless Service 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 and/or tandem switch and/or records received from a 3rd Party tandem company.

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

3.4 Interconnection & Termination of Local Exchange Carrier Traffic

3.4.1 Indirect or Direct Interconnection

Arrangements for indirect or direct interconnection by Local Exchange Carriers, Competitive Local Exchange Carriers, Wireless Providers (Commercial Mobile Radio Services (CMRS) and PCS) and Interconnected Wholesale Providers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis.

3.4.2 Termination and Transit of Local and IntraLATA Toll Traffic

The Company will complete local calls, including ISP-bound and Interconnected Wholesale Provider traffic, and intraLATA toll calls, as defined by the distance between the rate centers associated with the calling and called parties telephone numbers, for incumbent Local Exchange Carriers, Competitive Local Carriers, Wireless Providers (Commercial Mobile Radio Service (CMRS), and PCS) with which the Company has direct or indirect interconnections. The terms, conditions and compensation methods for handling such calls will be negotiated on a case by case basis, provided that, in cases, where no agreements is in place for completion of such calls, the following rates provided in this tariff, shall be charged to the originating carrier for calls terminated by the Company.

SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.1 Service Implementation

Installation Charge (Per Trunk)

Entrance Facility Installation Charge (per channel)	Current Nonrecurring Charge	Maximum Nonrecurring Charge
2-wire	$308.95	$617.00
each additional 2-wire	$119.00	$238.98
4-wire	$314.69	$629.38
each additional 4-wire	$125.19	$250.38
first DS1	$866.97	$1,733.94
each additional DS1	$489.83	$973.66
first DS3	$870.50	$1,741.00
each additional DS3	$427.88	$855.76

4.1.2 Change Charges (per order)

Charge per Occurrence	Current Nonrecurring Charge	Maximum Nonrecurring Charge
Service Date	$10.00	$20.00
Design Changes	$25.00	$50.00
Expedited Order	$100.00	$2500.00
Service Order Charge	$25.00	$50.00
Access Carrier Name Abbreviation (ACNA) Change (per trunk)		
Billing Account Number (BAN) Change	$ 170.00	$340.00
Customer Circuit Identification (CKR) Change		

4.1.3 Service Initiation, Trunk Side

	Current Nonrecurring Charge	Maximum Nonrecurring Charge
first line	$915.00	$1,830.00
each additional line	$100.00	$200.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.4 Cancellation Charges (per order)

Cancellation charge	ICB

4.1.5 Direct Connect Charges:

Entrance Facility	Current Monthly Recurring Charges	Maximum Monthly Recurring Charges
2-wire	$25.00	$50.00
4-wire	$45.24	$90.48
per DS1	$133.81	$267.62
per DS3	$2,100.00	$4,200.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.6 500/900 Access Service

The following nonrecurring charges are assessed for the provision of 500/900 Access Service. Customers of 500/900 Access Service receive originating access service. The Service Establishment Charge will be applied whenever a Customer places an initial order for 500/900 Access Service, and includes the cost of establishing one NXX Code. Each additional NXX requested on the same order will be subject to the Additional NXX code charge. The subsequent Order Charge is applicable to any additional NXX codes after the first one requested on any subsequent orders.

500/900 Access Service	Interstate Rates (nonrecurring charges)
500/900 service Establishment charge	$1500.00
Subsequent Order charge	$150.00
Additional NXX Code Charge	$150.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Switching, Transport and Network Cost Elements

Rate Element per Originating Minute	Current Access Rate Per Minute of Use	Maximum Access Rate Per Minute of Use
Carrier Common Line (Originating)	$0.00333	$0.00666
Carrier Common Line (Terminating)	$0.00333	$0.00666
Information Surcharge	$0.00	$0.00
Local Switching (Originating)	$0.00787	$0.01574
Local Switching (Terminating)	$0.00787	$0.01574

4.2.1 Tandem Switching and Transport Elements

Tandem Switching & Transport	Current Access Rate Per Minute of Use	Maximum Access Rate Per Minute of Use
per minute	$0.000360	$0.000720
per minute per mile	$0.000040	$0.000080
Interconnection Charge	$0.004392	$0.008782
Tandem Switching, per minute	$0.000740	$0.001480

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Direct-Trunked Transport

	Current Direct-Trunked Transport		
Installation Charges	Voice Grade	DS1	DS3
per facility termination	$79.85	$100.49	$67.19
fixed	$23.00	$90.00	$1,200.00
per mile	$1.90	$23.50	$175.00

	Maximum Direct-Trunked Transport		
Installation Charges	Voice Grade	DS1	DS3
per facility termination	$159.70	$200.98	$137.38
fixed	$46.60	$180.00	$2,400.00
per mile	$3.80	$47.000	$350.00

4.4 Other Switched Access Charges

Rate Element Per Originating Minute	Current Access Rate	Maximum Access Rate
8XX Data Base	$0.003650	$0.00730
8XX CIC or POTS Query - per Query	$0.003830	$0.007660
Call Validation	$0.004310	$0.008620
Call Handling	$0.004310	$0.008620
900 Service		
first NXX	$65.42	$130.84
each additional NXX	$32.27	$65.540
500 Access Service per call	$0.010	$0.020
first NXX	$40.00	$80.00
each additional NXX	$20.00	$40.00
Other Access Charges		
Access Billing Change (per billing period)	$0.2000	$0.4000
Media Charge Option		
Magnetic Tape (per tape)	$0.0400	$0.0800
Automatic Number Identification		
per call	$0.000080	$0.000160

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.5 Wireless Service Termination Rates

Wireless Termination Rates	Current Rate Per Minute of Use	Maximum Rate Per Minute of Use
Terminating Rate	$0.02280	$0.04560

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.8 Carrier Identification Code Opening Charge

4.8.1 General

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, IntraLATA, interstate and/or international service provider. A Charge is applicable for each switch in which the CIC is opened.

4.8.2 Rates and charges

	Current Nonrecurring Charge	Maximum Nonrecurring Charge
CIC/ASR Charge per switch	$50.00	$50.00

SECTION 5 - CUSTOMER SPECIFIC CONTRACTS

5.1 General

The Company may provide any of the services offered under this Access Service Document, or combinations of services, to customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Access Service Document do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under this access Service Document are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contracts in this section are available to any similarly situated customer that places an order within 90 days of its effective date. Contracts for South Carolina intrastate service will be made available to the ORS upon request.

SECTION 6 - TELECOMMUNICATIONS SERVICE PRIORITY

6.1 General

Telecommunications Services Priority (TSP) is a priority restoration and provisioning service offered to Customers whose telecommunications needs meet national Security Emergency preparedness (NS/EP) specifications as determined by the TSP program Office. TSP services fall into two categories. Emergency and Essential Emergency Services are newly ordered services to critical as to require provisioning at the earliest possible time, without regard to the service users' cost. Essential Services are all other NS/EP services assigned restoration and/or provisioning priorities with the TSP system.

6.2 Ordering

In order to qualify for TSP services, the customer must obtain a certificate from the TSP Program Office specifying the circuits and their level of restoration and provisioning priority. Customers can request assignment to the TSP System through the following agencies:

Customer	Contact
Federal Agencies	TSP program Office
State/Local Governments	Federal Emergency Management Agency
Foreign Governments	Departments of State or Defense
Private Industry	Through Federal Agency which has a contractual relationship involving an NS/EP functions

TSP service is applicable to services which include local exchange service, private line service, switched access service and dedicated access service. The TSP Program Office makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request

The Customer provides the TSP authorization code, in addition to all the other details necessary to complete the order to the company to obtain TSP system Service.

SECTION 6 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)

6.3 Provisioning Priority

If the Customer requires service within a shorter time interval than the Company can provide, and the requested service qualifies for NS/EP, the Customer may elect to invoke NS/EP treatment and obtain the appropriate provisioning priority assignment from the TSP Program Office.

6.4 Restoration Priority

A TSP authorization code for restoration priority classifies the service as being among the nation's most important NS/EP telecommunications services. The Company will restore these services before services without restoration assignments in the order of priority assignments

When the Company recognizes a TSP as being out of service, unusable, or receives a trouble report, available resources will be dispatched to restore the service as quickly as practicable. A priority value of 1, 2, or 3 requires dispatch outside normal business hours if necessary to restore the service. A priority value of 4 or 5 only requires dispatch outside of normal business hours if the next business day is more than 24 hours away. If the value "0" has been assigned, then no restoration priority is applicable to this service.

SECTION 6 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)

6.5 Obligations of the Customer

6.5.1 In all instances, the Customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the telephone Company.

6.5.2 Only the Customer or its authorized agent as indicated in a letter of agency on file with the Company is allowed to order TSP system Service.

6.5.3 All points of a multipoint service configuration must have the same restoration priority assignment and must satisfy the requirement of that assignment.

6.5.4 In obtaining TSP system service, the Customer consents to the release of certain information by the company to the federal government in order to maintain and administer the TSP System. Such information includes: the Customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service identification number associated with the NS/EP service.

6.5.5 The Company will attempt to notify the customer of expected charges. The customer when invoking NS/EP treatment, recognizes that quoting charges and obtaining permission beforehand may not be practicable and may cause unnecessary delays and, as a result, grants the Company the right to quote and bill charges after provisioning the service.

6.5.6 During certain emergencies the Customer may request TSP assignments verbally and the company will accept such verbal notifications. The customer must submit a written order to the company within two working days following the verbal request. If the written order is not received within two working days, all applicable rates and charges accumulated to date to provision TSP System service become immediately due and payable and the requested TSP priority is revoked.

6.5.7 The Customer must request and justify revalidation of all priority level assignments at lease every three years.

6.5.8 Additional, the NCS manual 3-1-1, "Telecommunications service Priority (TSP) System for National Security Preparedness (NS/EP Service User manual" prescribes specific conditions which warrants NS/EP treatment and related procedures.

SECTION 6 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)

6.6 Obligations of the Company

6.6.1 The Company will allocate resources to ensure the best efforts to provide NS/EP services by the time required.

6.6.2 The Company will work TSP system services in the order of the priority level assignments. The priority sequence is as follows:

Restore NS/EP services assigned restoration priority 1
Provision Emergency NS/EP services
Restore NS/EP services assigned restoration priority 2, 3, 4 or 5
Provision NS/EP service assignment provisioning priority 1, 2, 3, 4 or 5.

6.6.3 The Company will work cooperatively with other providers of NS/EP services to ensure end to end service even if only a portion of the service is provided by the Company.

6.6.4 TSP service will be provided in accordance with the guidelines set forth in NCS manual 3-1-2, "Telecommunications Service Priority (TSP) System for National Security Preparedness (NSEP) Service Vendor Handbook."

SECTION 6 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)

6.7 Pricing

Four rate elements apply to TSP pricing:

6.7.1 Priority Installation Nonrecurring Charges applies in addition to other normal charges for the expedited installation of a TSP circuit.

Per circuit	ICB

6.7.2 Priority Restoration Nonrecurring Level Implementation Charge B applies when a circuit is first given a TSP restoration level.

Per Circuit	ICB

6.7.3 Priority Restoration Monthly maintenance Charge B applies to TSP circuits

Per Circuit, per month	ICB

6.7.4 Priority Restoration Nonrecurring Level Change Charge B applies when a restoration level is modified on a TSP circuit.

Per change per Circuit	ICB