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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: Private Line 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 a replacement Private Line replacement tariff submitted on behalf of Time Warner Telecom of South Carolina, L.L.C. This tariff, Time Warner Telecom of South Carolina LLC, South Carolina P.S.C. Tariff No. 5, Xspedius Management Co. of Columbia, LLC S.C.P.S.C., No. 1, Xspedius Management Co. of Charleston, LLC, S.C.P.S.C. No. 1, Xspedius Management Co. of Greensville, LLC, S.C.P.S.C. No. 1, and Xspedius Management Co. of Spartanburg, LLC, S.C.P.S.C. No. 1., replaces in its entirety Time Warner Telecom of South Carolina, L.L.C., South Carolina Private Line Tariff, 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
e-mail: Bonnie Shealy, Robinson, McFadden & Moore
file: Time Warner Telecom – SC Private Line
tms: SCpl0706a

This tariff, Time Warner Telecom of South Carolina, LLC, South Carolina P.S.C. Tariff No. 5, replaces in its entirety, Time Warner Telecom of South Carolina, L.L.C., South Carolina Private Line Tariff, Xspedius Management Co. of Columbia, LLC S.C.P.S.C., No. 1, Xspedius Management Co. of Charleston, LLC, S.C.P.S.C. No. 1, Xspedius Management Co. of Greensville, LLC, S.C.P.S.C. No. 1, and Xspedius Management Co. of Spartanburg, LLC, S.C.P.S.C. No. 1.

TITLE PAGE

SOUTH CAROLINA PRIVATE LINE SERVICES TARIFF

OF

TIME WARNER TELECOM OF SOUTH CAROLINA, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Private Line Services provided by Time Warner Telecom of South Carolina, LLC within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission and at the Company's places of business.

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	*	69	Original	*
19	Original	*	45	Original	*	70	Original	*
20	Original	*	46	Original	*	71	Original	*
21	Original	*	47	Original	*	72	Original	*
22	Original	*	48	Original	*	73	Original	*
23	Original	*	49	Original	*	74	Original	*
24	Original	*	50	Original	*	75	Original	*
25	Original	*						

* - indicates those pages included with this filing

CHECK SHEET, (CONT'D.)

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
76	Original	*	Appendix				
77	Original	*	1	Original	*		
78	Original	*	2	Original	*		
79	Original	*	3	Original	*		
80	Original	*	4	Original	*		
81	Original	*	5	Original	*		
82	Original	*	6	Original	*		
83	Original	*	7	Original	*		
84	Original	*	8	Original	*		
85	Original	*	9	Original	*		
86	Original	*	10	Original	*		
87	Original	*	11	Original	*		
88	Original	*	12	Original	*		
89	Original	*	13	Original	*		
90	Original	*					
91	Original	*					
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101	Original	*					
102	Original	*					

* - indicates those pages included with this filing

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SYMBOLS

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

C - To signify changed regulation.

D - To signify discontinued regulation.

I - Change Resulting in an increase.

M - Moved from another tariff location with no change.

N - New rate, regulation or text.

R - Change resulting in a reduction.

T - Change in text but no Change to rate or regulation.

Z - To signify a correction.

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. 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 South Carolina PSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Page for the page currently in effect.

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

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

D. Check Pages - When a tariff filing is made with the South Carolina PSC, an updated Check Page accompanies the tariff filing. The Check Page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision. 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. remain the same, just revised revision levels on some pages.)

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

B8ZS	Bipolar with 8-Zero substitution; a line coding technique which permits DS-0 and DS-1 transmission with 15 consecutive zeros. B9ZS support 64 Kbps clear channel transmission.
DACS	Digital Access Cross Connect.
DS0	Digital Signal Level 0; a dedicated full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.
DS-1	Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data have 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. DS-1 Service has the equivalent capacity of 24 Voice Grade or S0 services.
DS-3	Digital Signal Level 3; 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 DS-1 Services.
Gbps	Gigabits per second; billions of bits per second.
Kbps	Kilobits per second; 1000s of bits per second.

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

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

LAN	Local Area Network.
LATA	Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
POP	Point of Presence. A physical location where a carrier has a presence for network access.
OC-3	A high capacity channel for full duplex, synchronous, optic transmission for digital signals based on the SONET Standard at a rate of 155.52 Mbps.
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-48	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.488 Gbps.
OC-192	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 9.953 Gbps.

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

Certain terms used generally throughout this tariff for the Network Services of this Company are defined below.

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

Analog: A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

Application for Service: A standard Company order form which includes all technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the applicant and as provided by the Company.

Authorized User: A carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which is authorized by the Customer to be connected to the service of the Customer. An Authorized User must be specifically named in the application for service.

Bit: The basic unit in digital communications.

Channel: A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof whether or not by means of single physical facility or route. One 1.544 mbps service is equivalent to 24 channels.

Commission: The South Carolina Public Service Commission.

Company: Time Warner Telecom of South Carolina, LLC

Customer: The carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which orders, cancels, amends or uses service and is responsible for the payment of charges and compliance with the Company's regulations.

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

Dedicated: A facility or equivalent system or subsystem set aside for the sole use of a specific Customer.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Duplex Service: Service that provides for simultaneous transmission in both directions.

End User: Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

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.

Impaired Service: That portion of service provided to a Customer or Authorized User that is temporarily inoperative during such time as the Company has not been notified of such status or has not been given an opportunity to test and repair.

Individual Contract Basis ("ICB"): A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case and the charges for which are contained in a contract executed by the Customer and the Company. Any resulting agreement will be made available to ORS upon request.

Interoffice Mileage: The segment of a line that extends between the central offices serving the originating and terminating points.

Interrupted Service: That portion of service provided to a Customer or Authorized User of which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

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

LEC: Local Exchange Company

Mbps: Megabits; millions of bits per second.

Network: The Company's transmission facilities, including its fiber optics-based communications system and all other transmission lines and interconnection equipment.

Network Services: The Company's telecommunications services offered on the Company's Network.

Node: The Company office where customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Off-Net: Services provided by the Company that are carried in part on the Company's network.

On-Net: Services provided by the Company that are carried entirely on the Company's network.

One-Way Service: Service which provides for transmission in one direction.

ORS – South Carolina Office of Regulatory Staff.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Special Construction: Service configurations specifically designed and constructed at a Customer's request.

Station: A premises or point designated by the Customer at which a Channel terminates and where information originates or terminates.

Two-Way Service: Service which provides for transmission and/or reception to or from a station.

VersiPak® Service: Service provided to a Customer that allows the grouping of rate components to meet the Customer's specific needs.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company is a facilities-based common carrier providing private line services twenty-four hours per day, seven days per week, within the State of South Carolina to Customers located in the Columbia metropolitan area. The local calling area includes the following exchanges:

Batesburg
Camden
Chapin – Little Mountain South
Columbia
Eastover
Greenville
Newberry
Orangeburg
Prosperity
Whitmire

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff. The Company has the right to limit the manner in which any portion of its telecommunications network ("network") is used to protect the technical integrity of the network.

2.2.2 The Company reserves the right to discontinue or limit service or impose requirements as required to meet changing regulatory requirements, or when such requirements have a material adverse economic affect on the feasibility of providing service, as determined by the Company in its reasonable judgment, or when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.2.6 Service is furnished on the condition that it will be used only for authorized and lawful purposes.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations, (Cont'd.)

2.2.7 The Company will not be in default hereunder for any failure or delay in performance caused by strike or other labor problems, power fluctuations, surges or failures, acts of God, fire, flood, adverse weather conditions, cable cuts, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of eminent domain rights, war or civil unrest or disorder or any other causes beyond the Company's reasonable control ("Force Majeure Event").

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 The liability of the Company for direct damages or personal injury caused by its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, moving, changing, termination, maintenance, repair, errors, omissions, delays, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.13.

2.4.2 In no event will Company be responsible for consequential damages or lost profits suffered by Customer.

2.4.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service which service or equipment is related to the service supplied by the Company, but is not furnished by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.4 The Company shall be indemnified and held harmless by the Customer against:

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

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

C. All claims of any kind by Customer's end users; and

D. 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 in connection with any service provided by the Company.

2.4.5 The Company will make no refund of over-payments by a Customer unless the claim for such overpayment together with proper evidence be submitted within 120 days from the date of alleged overpayment is submitted as specified in Section 2.7.1 below.

2.4.6 The Company reserves the right to discontinued service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the South Carolina Public Service Commission as enforced by the ORS.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Equipment

2.5.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply on a continuing basis with technical specifications established by the Company. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer shall compensate the Company for such service call at the Company's then prevailing rates.

2.5.2 Other than the facilities, termination equipment or channel derivation equipment provided by the Customer, the Company will provide, install, and maintain, repair, operate and control any equipment, cable or facilities associated with or connected with its network. Unless otherwise provided, the Company is responsible for purchasing such equipment and such equipment remains the property of the Company. The Customer is responsible for any loss or damage to such equipment arising out of the negligent or willful act of the Customer or its agents, employees, or authorized users.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Installation and Termination

2.6.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.6.2 If the Customer wishes to delay the requested due date, the Customer must notify the Company, in writing, at least 72 hours prior to the original requested due date. The Customer shall pay the Company for any third party charges incurred by the Company to meet the original due date prior to receipt of such notice. When accepting service, the Customer may not alter the completion date entered on the service acceptance form to delay the commencement of billing.

2.6.3 The Company may terminate service if the Customer's material breach is not corrected within thirty (30) days of written notice thereof. Termination for any reason shall not relieve the Customer of liability incurred prior to termination. If the Customer terminates service(s) prior to the end of the term, the Customer's termination liability shall be 100% of the monthly recurring charges for the remaining term of the service(s). The Company reserves the right to impose termination charges at a higher rate than stated hereunder if the Company incurs unusually high capital costs to provide or remove service(s) to or from the Customer's location. The Company also reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to terminate service.

2.6.4 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 – RULES AND REGULATIONS, (CONT'D.)

2.7 Payment and Credit Regulations

2.7.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

The Customer is responsible for usage charges, damages and loss resulting from the unauthorized or fraudulent use by the Customer, its agents, employees or third parties, of the services provided hereunder if such charges, damages or loss results from the failure, malfunction, inadequacy or failure to properly secure Customer-provided equipment.

Billing for services begins on the date the Company notifies the Customer that service has been installed and tested by the Company and is available for the Customer's use ("service date"). Charges for services, including applicable federal, state, and local taxes, will be billed in advance, except for charges based on usage, which will be billed one month in arrears. Charges are due within thirty (30) days from the date of the bill, but in no event later than the commencement of the next billing period.

The Company reserves the right to deny a request for additional services or restoration of services unless and until the Customer's account is in current status.

Objections to billed charges must be reported to the Company within 120 days of receipt of billing. 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. Any unresolved disputes may be forwarded to the ORS Consumer Services Division, at 1441 Main Street, Suite 300, Columbia, SC 29201.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.1 Payment Arrangements, (Cont'd.)

Charges for installations, service connections, moves, and rearrangements, and other engineering services performed by the Company, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

Upon termination of service for any reason, of this tariff, all amounts due from the Customer to the Company, including, but not limited to, charges for services rendered and termination liability as provided in this tariff, shall become immediately due and payable by the Customer.

2.7.2 Deposits

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.

2.7.3 Advance Payments

The Company reserves the right to require advance payment prior to performing installation of services.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.4 Taxes and Surcharges

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 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 Customer any such charges assessed directly against the Company. The Company will also bill the Customer the State Universal Service Charge and the Dual Part Relay Service Access Charge, as approved by the South Carolina Public Service Commission. Such taxes and surcharges will be itemized separately on Customer invoices or billing detail report.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.5 Late Payment Charge and Cost of Collection

A late fee, not to exceed the rate allowed per South Carolina Regulation 103-622.2, will be charged on any company billed past due balance. In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.

2.7.6 Returned Item Charge

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.

2.8 Cancellation by Customer

Unless a Customer has purchased service under a term agreement plan, the service may be cancelled at any time by contacting the Company. The minimum service period for service not furnished under a terms plan for which monthly charges apply is thirty days. The Customer must provide proper identification when ordering or canceling service. Service order cancellation charges (Section 2.19) and/or termination liability charges (Section 2.6.3) will apply.

2.9 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier or by applicable interconnection agreements. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by the Company

The Company may refuse or discontinue service under the following conditions and in accordance with South Carolina law and regulations. Unless otherwise stated, the Customer will be given five (5) day's written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

(a) For non-compliance with and/or violation of any state or municipal law, ordinance or regulation pertaining to telephone service.

(b) For the use of telephone service for any other property or purpose other than that described in the application.

(c) For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements. (See Section 2.7.2).

(d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.

(e) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.

(f) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by the Company, (Cont'd.)

(g) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

(h) Without notice in the event of tampering with the equipment furnished and owned by the Company.

(i) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company, before restoring service, may require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use.

(j) For failure of the Customer to make proper application for service.

(k) For Customer's breach of the contract for service between the Company and the Customer.

(l) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

(m) For any other reason cited in South Carolina Regulation 103-625.

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Customer shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours. Records will be retained with date, time, duration and reason for testing and made available to the ORS upon request.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.12 Tests And Contests

The Company may conduct special tests and contests at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

2.13 Service Level Standards and Credit Allowances For Interruption Of Service

2.13.1 General Rules

A. The Company will credit the Customer as set forth below for interruptions in service which is provided entirely on the Company's network not due to the negligence of or non-compliance with the provisions of this tariff by the Customer, nor to the operations or malfunction of the facilities, power, or equipment provided by the Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished and maintained by Company hereunder. The issuance of credits pursuant to this section shall be the Customer's sole remedy for service interruption claims.

B. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperable, but refuses to release it for testing and repair or does not provide the Company with access to the Customer's premises, it is considered impaired but not interrupted.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Credit Allowances For Interruption Of Service, (Cont'd.)

2.13.1 General Rules, (Cont'd.)

C. The Customer must obtain a trouble ticket by calling 1-800-829-0420, for transport services, or 1-888-245-0608 for switched services. The Company will issue a credit for service interruptions, if applicable, in accordance with this tariff. The duration of the interruption is determined solely by the date and time the trouble ticket was opened and closed out as a resolved issue. Credits will not be issued, unless a trouble ticket exists for the facility, service or circuit in question.

D. For calculating allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis and is dependent upon the length of the interruption. Only those facilities or services on the interrupted portion of the circuit will receive a credit.

E. If two or more trouble tickets have been opened for a particular service in a 30-day period, and the cause of the outage is determined to be in the Company's network or system equipment, such service will be deemed a chronic trouble service. If a third trouble ticket is opened on a chronic trouble service within 30 days of the second trouble ticket, the Customer may disconnect the affected service without incurring termination liability.

F. No credit for interruptions shall be issued by the Company if caused by a force majeure event as defined in Section 2.2.7.

G. Credits for services that are provided and billed on a flat rate basis for a minimum period of at least one month shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the length of the interruption.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Credit Allowances For Interruption Of Service, (Cont'd.)

2.13.2 Enterprise and Elite Native Local Area Network Services

A. Network Availability

During each calendar month, the Company's On-Net Elite NLAN Services will be available at least 99.999% of the time, and its Enterprise SNLAN Services will be available at least 99.99% of the time ("network availability"). If the Company fails to meet these objectives, Customer will receive service outage credits per the tables below. The service is unavailable when it is not able to transmit and receive data due to the Company's equipment or network ("service outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the particular non-performing service as follows:

1. Elite NLAN Services

Per Service Outage	Percentage Credit
Less than 1 minute (99.999% availability)	No Credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

2. Enterprise SNLAN Services

Per Service Outage	Percentage Credit
Less than 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Credit Allowances For Interruption Of Service, (Cont'd.)

2.13.2 Enterprise and Elite Native Local Area Network Services, (Cont'd.)

B. On-time Installation

For NLAN Services being provisioned completely on the Company's network, the Company will complete installation within 15 business days from the date the service order is received by the Company's Provisioning Network Operations Center ("PNOC"). For Off-net Services (services provisioned through another provider), the Company will complete installation within 15 business days from the date the service order is received by the PNOC, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable service order.

C. Special Provisions Applicable to Enterprise SNLAN and Elite NLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location and are available at: http://info.twtelecom.net/info.php?id=1.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Credit Allowances For Interruption Of Service, (Cont'd.)

2.13.3 Extended Native Local Area Network ("ENLAN") Service

A. Network Availability

The Company's On-Net ENLAN Service will be available to Customer at least 99.99% of the time in a calendar month ("network availability") or Customer will receive service outage credits as specified below. A service outage causing network non-availability is defined as the inability to transmit and receive data due to the Company's equipment or network ("service outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing ENLAN Service as follows:

Per Service Outage	Percentage Credit
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Credit Allowances For Interruption Of Service, (Cont'd.)

2.13.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

B. Network Latency

The Company's On-Net ENLAN Service will have an average round-trip transmission of 50 milliseconds or less between the Company's designated regional route servers in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between the Company's designated regional route servers located in Hawaii and the mainland United States ("latency"). Latency calculations do not include Customer host to host readings. Upon Customer's request to the Company's Network Reliability Center at 1-800-829-0420 ("CNRC"), the Company will calculate latency by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet the applicable latency objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

48 Contiguous U.S.	Hawaii	Credits
0 to 50.00 ms	0 to 75.00 ms	No Credit
50.01 to 60.00 ms	75.01 to 85.00 ms	5% of the MRC
60.01 to 65.00 ms	85.01 to 90.00 ms	10% of the MRC
65.01 to 70.00 ms	90.01 to 95.00 ms	15% of the MRC
70.01 to 75.00 ms	95.01 to 100.00 ms	20% of the MRC
75.01 to 80.00 ms	100.01 to 105.00 ms	35% of the MRC
80.01 ms or greater	105.01 ms or greater	50% of the MRC

Optimum TCP throughput may require adjustments to the default TCP stack settings.

Monthly Network Latency and Packet Delivery averages may be viewed at: www.twtelecom.com/performance/hi_ip_network_overview_performance.html

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Credit Allowances For Interruption Of Service, (Cont'd.)

2.13.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

C. Packet Delivery

The Company's On-Net ENLAN Services will have packet delivery of at least 99.5%. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet this objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

Packet Delivery	Credits
99.5% or greater	No Credit
99% to 99.4%	5% of the MRC
98% to 98.9%	10% of the MRC
97% to 97.9%	15% of the MRC
96% to 96.9%	20% of the MRC
95% to 95.9%	35% of the MRC
Less than 95%	50% of the MRC

Monthly Network Latency and Packet Delivery averages may be viewed at: www.twtelecom.com/performance/hi_ip_network_overview_performance.html

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Credit Allowances For Interruption Of Service, (Cont'd.)

2.13.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

D. On-time Installation

For ENLAN Services provisioned entirely on the Company's network, the Company will complete installation within 15 business days after the service order is received by its Provisioning Network Operations Center ("PNOC"). For Services provisioned through another provider, the Company will complete installation within 15 business days from the PNOC's receipt of the service order, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable service order.

E. Special Provisions Applicable to ENLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location and are available at: http://info.twtelecom.net/info.php?id=1.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Credit Allowances For Interruption Of Service, (Cont'd.)

2.13.4 Transport Services

A. Availability

The Company's On-Net, dedicated, DS-n and SONET OC-n and Optical Wavelength Transport Services ("transport services") will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability"), or Customer will receive Service Outage credits as specified below. Customer shall report Service Outages by contacting The Company's Customer and Network Reliability Center at 1-800-829-0420 ("CNRC"). The Company will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purposes of determining the applicable credit, a Service Outage begins when the trouble ticket is opened and closes when the Service is properly restored.

A service outage causing Network non-availability is defined as the inability to transmit and receive data via the transport service due to the Company's equipment or network ("service outage").

Standard maintenance windows are based on the time zone of a city's location and are available at the following website: http://info.twtelecom.net/info.php?id=1.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Credit Allowances For Interruption Of Service, (Cont'd.)

2.13.4 Transport Services, (Cont'd.)

B. Amount of Credit

Credits are based upon a percentage of the MRC for the non-performing transport service as follows:

Per Service Outage	Percentage Credit
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

For service outages lasting 24 hours or greater, a Customer will receive the greater of the 50% MRC credit identified above or a credit equal to 1/1440 of the applicable MRC for each 30 minutes of the service outage. The aggregate credits provided during any calendar month may not exceed the monthly recurring charge for the non-performing transport service. The remedies set forth in this tariff constitute Customer's sole and exclusive remedy in the event of any service outage or failure to meet network availability.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.14 Special Customer Arrangements and Negotiated Rates

The Company may offer the following special arrangements and negotiated rates to meet a Customer's specific needs. Upon notice to the Customer, the Company may change rates offered pursuant to special arrangement or individual case basis pricing if the provision of service at such rate(s) becomes economically infeasible.

2.14.1 Special Customer Arrangements

In cases where a Customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, the Company may, at its option, provide the requested service under contract.

2.14.2 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Raters or Competitive Discounts may be furnished on a case-by-case basis in response to requests by Company's customers for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract.

Competitive discounts are available to customers purchasing services with a contract period of 24 months or greater. Competitive discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms. negotiated rate contracts executed by the Company are listed in the addendum to this tariff.

2.14.3 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to provide a service(s) not offered in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.15 Assignment of Service

The Customer may not assign its rights or obligations hereunder without the prior written consent of the Company, which shall not be unreasonably withheld or delayed.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.16 Expedited Due Date Service

2.16.1 General

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the timeframe in which service will be installed. When a Customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an expedited due date service charge will apply.

2.16.2 Charges

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

2.16.3 Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

2.16.4 Maximum Charges

Rates and Charges for Expedited Private Line Service will be determined on an Individual Case Basis.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Trouble Reporting

2.17.1 Trouble Ticket

If the Customer encounters a problem with any service after the actual completion date, the Customer must obtain a trouble ticket by calling 1-800-829-0420 for transport services, or 1-888-245-0608 for switched services. The Company will issue a credit for service interruptions, if applicable, in accordance with this tariff. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the circuit(s) in question.

2.17.2 Time and Materials Charges

Time and materials charges are charges for work performed on the Customer's side of the demarcation or to isolate trouble to the Customer's side of the demarcation point by a Company employee at the Customer's request that are not covered by other charges. Chargeable time is labor which includes, but is not limited to, work preparation, actual work, trouble isolation and clean-up. Material charges are the items required to fulfill the job requirements. Any work required to establish or reestablish network access on the network side of the demarcation point is excluded from time and materials charges.

Included in time and materials charges are initial and additional time and material charges, the trouble isolation charge, the optional testing and monitoring charge and the dispatch charge.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Trouble Reporting, (Cont'd.)

2.17.2 Time and Materials Charges, (Cont'd.)

A. Time and Materials Charge Elements

1. Initial Time and Material Charge (ITM):

The first 30 minute increment or fraction thereof of billable premises work performed on the Customer's premises.

	Current Charge	Maximum Charge
Initial Time and Material Charge	$150.00	$150.00

2. Additional Time and Material Charge (ATM)

Each 30 minute increment or fraction thereof beyond the first 30 minute increment of billable premises work performed on the Customer's premises.

	Current Charge	Maximum Charge
Additional Time and Material Charge	$100.00 per 30 minute increment	$100 per 30 minute increment

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Trouble Reporting, (Cont'd.)

2.17.2 Time and Materials Charges, (Cont'd.)

A. Time and Materials Charge Elements, (Cont'd.)

3. Trouble Isolation Charge (TIC)

When a Customer reports a trouble to the Company for repair or trouble isolation and no trouble is found in the Company's facilities and/or network, the Customer shall be responsible for payment of a trouble isolation charge for the period of time from when Company personnel are engaged or dispatched to the Customer's premises to when the work is completed. Trouble isolated to Company facilities and/or network will result in no charge to the Customer.

A Customer is entitled to request trouble isolation via a Smart Jack Loop up with a result of no trouble found in the Company network a maximum of 4 instances in any given 30 day period without the assessment of a TIC charge to the Customer. Each request in excess of the maximum 4 requests within 30 days at a single customer location shall result in a TIC charge. In addition, if the Customer requests additional assistance from Company personnel in isolating the trouble beyond the Smart Jack Loop-up Process a TIC Charge will apply for each such request.

	Current Charge	Maximum Charge
Trouble Isolation Charge	$250 per occurrence	$250 per occurrence

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

22.17 Trouble Reporting, (Cont'd.)

2.17.2 Time and Materials Charges, (Cont'd.)

A. Time and Materials Charge Elements, (Cont'd.)

4. Optional Testing and Monitoring Charge (OTM)

If, after a Customer report of trouble to the Company, the Customer has been notified that no trouble is found in the Company facilities and/or network, and Customer has been assessed a trouble isolation charge, Customer may request that the Company continue to assist with network testing and/or monitoring or otherwise continue to assist the Customer and/or its vendor. In such instance, the Customer will be assessed additional charges for the period of time from which Company personnel are engaged or dispatched to the Customer's premises to the time when the work is completed.

	Current Charge	Maximum Charge
Optional Testing and Monitoring Charge	$600 per occurrence	$600 per occurrence

5. Dispatch Charge

The dispatch charge is a charge per premise visit or series of visits by a Company field technician to the Customer's premise for the purpose of performing billable premises work authorized or requested by the Customer or the Customer's authorized representative. The dispatch charge may be assessed in addition to all applicable initial and additional time and materials charges, trouble isolation charge and optional testing and monitoring charge.

	Current Charge	Maximum Charge
Dispatch Charge	$100 per occurrence	$100 per occurrence

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.18 Order Modification Charge

If the Customer requests a change in the service order after receipt of a firm order confirmation (excluding requests to expedite the due date as provided by Section 2.16 of this tariff), an order modification charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to modify the service order.

	Current Charge	Maximum Charge
Order Modification Charge	$150.00	$150.00

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.19 Order Cancellation Charge

If the Customer cancels its order for service prior to the service due date, an order cancellation charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

Order Cancellation Charge	Current Charge $150.00 per circuit or 25% of the monthly recurring rate for the cancelled circuit, whichever is higher
Order Cancellation Charge	Maximum Charge $150.00 per circuit or 25% of the monthly recurring rate for the cancelled circuit, whichever is higher

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.20 Proprietary Information

All prices, terms, or conditions associated with any service contract entered into by the Customer are proprietary to the Company. The Customer may not use the Company's service mark, name or logo in connection with the Company's marketing of any service to end users, even where those services include a service supplied by the Company.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.21 Applicable Law

This tariff is governed by the laws of the State of South Carolina, without regard to its choice of laws provisions.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.22 Automatic Number Identification

2.22.1 The Company will provide Automatic Number Identification (ANI) associated with an intrastate service by tariff to any entity (ANI recipient) only under the following terms and conditions:

A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.

B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.

C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.22 Automatic Number Identification, (Cont'd.)

2.22.2 The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those specified above, unless the ANI recipient obtains the Customer's prior written consent to such resale or disclosure.

2.22.3 Violation of any of the foregoing terms and conditions by any ANI recipient other than a telephone corporation shall result, after determination through the Commission's complaint process, in suspension of the transmission of ANI by the telephone corporation until such time as the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, the delivery of ANI to the offending party shall be terminated under the terms and conditions determined by the Commission.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.23 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority

2.23.1 General

A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.23 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.23.1 General, (Cont'd.)

B. The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.

2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.23 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.23.2 TSP Request Process

A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

   National Security Leadership
   National Security Posture and U.S. Population Attack Warning
   Public Health, Safety, and Maintenance of Law and Order
   Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the service user manual.

3. Complete the TSP Request for service users form (SF 315) available on the National Communications System (NCS) website (http://tsp.ncs.gov/).

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.23 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.23.2 TSP Request Process, (Cont'd.)

A. Restoration, (Cont'd.)

4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (http://tsp.ncs.gov/), for information on identifying a sponsor for TSP requests.

5. Submit the SF 315 to the OPT.

6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.23 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.23.2 TSP Request Process, (Cont'd.)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.23.2.A above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.23.2.A.1 above <u>and</u> are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.23 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.23.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

A. Identify telecommunications services requiring priority.

B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).

C. Accept TSP services by the service due dates.

D. Have Customer premises equipment (CPE) and Customer premises wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.

E. Pay the Company any authorized costs associated with priority services.

F. Report to the Company any failed or unusable services with priority levels.

G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.

H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.23 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.23.4 Responsibilities of the Company

The Company will perform the following:

A. Provide TSP service only after receipt of a TSP authorization code.

B. Revoke TSP services at the direction of the end-user or OPT.

C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).

D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.

E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.

F. Confirm completion of TSP service order activity to the OPT.

G. Participate in reconciliation of TSP information at the request of the OPT.

H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.23 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.23.4 Responsibilities of the Company, (Cont'd.)

I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.

K. Disclose content of the NS/EP TSP database only as may be required by law.

L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.23 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.23.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

2.24 Customer Requested Suspension Of Service

2.24.1 Description

Upon the Customer's request, the Company will suspend incoming and outgoing service on the Customer's access line for a period of time not to exceed one year. Upon the Customer's request, the Company will provide the Customer with an intercept recording referring callers to another number.

The Company will assess a lower monthly rate for Customer requested service suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

2.24.2 Rates and Charges

Period of Suspension	Charge
First full or partial month	Regular Monthly Rate (no reduction)
Each additional month (up to one year limit)	One-half Regular Monthly Rate

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.25 Government Emergency Telecommunications Service (GETS)

2.25.1 Description of Service

The Government Emergency Telecommunication Service (GETS) provides authorized federal government end users with a National Security and Emergency Preparedness (NS/EP) switched voice and data communications service utilizing the public switched network through a special code(s) in the Company's end offices. Access is accomplished through the use of the 710 non-geographical Numbering Plan Area (NPA). GETS is activated at the request of the federal government or its authorized agent. GETS facilities may not be used for non-national security or non-emergency government telecommunications, non-GETS services or by unauthorized end users. A one hundred percent (100%) PIU factor will apply to GETS access minutes and nonrecurring charges.

2.25.2 GETS Service Area

GETS is available in all areas where facilities permit. The 710 non-geographical NPA will be opened in all areas in which GETS is available.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.25 Government Emergency Telecommunications Service (GETS), (Cont'd.)

2.25.3 GETS Features

A. Alternate Carrier Routing (ACR)

Company does not provide GETS ACR functionality.

B. Calling Party Number (CPN)

Company does not provide GETS CPN functionality.

C. High Probability of Completion (HPC)

1. GETS High Probability of Completion (HPC) provides GETS users with enhanced routing priority in the public switched network. HPS significantly improves the completion of GETS NS/EP calls under severe network congestion and damage conditions, including, but not limited to natural disasters and national emergencies.

2. The HPC feature sets the call priority value and provides the capability to queue the GETS NS/EP access call against a busy switched access trunk group in a route list until a member of that trunk group become idle. As soon as a trunk group member becomes idle, it is offered to the queued GETS NS/EP access call before any other calls are processed.

Calls processed through the HPC feature will be exempt from the following restrictive network management controls:

a. Cancel To (CANT). CANT prevents a specified percentage of calls from accessing a trunk group and normally leads to final treatment.

b. Cancel From (CANF) when set at less than 100%. CANF prevents a specified percentage of calls from overflowing a trunk group.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.25 Government Emergency Telecommunications Service (GETS), (Cont'd.)

2.25.3 GETS Features, (Cont'd.)

C. High Probability of Completion (HPC) , (Cont'd.)

2. Cont'd.

c. (SKIP) when set at less than 100%. SKIP prevents a specified percentage of calls from accessing a trunk group and instead allows the call to advance to the next treatment.

d. Call Gap. Call Gap limits the rate of calls accepted for a specified code or to a particular number during a period of time.

e. Automatic Code Gap (ACG). ACG limits messaging between AIN SSPs and the AIN SCP. Although this control is an AIN control, the exemption is triggered by the HPC identify of a call.

3. The HPC feature works with switched access trunk groups equipped with SS7 Out of Band Signaling or with Equal Access Multifrequency Address Signaling. The HPC feature is available in specified wire centers only as negotiated between the Company and the federal government or its authorized user.

4. Company will support the switch vendor's GETS HPC Feature Set requirements, HPC Activated Features requirements and HPC Network Capabilities Requirements.

5. Company will provide GETS-specific Operational Measurements (thirty-minute office-level measurements designed for consistency with LEC operational systems and engineering practices) and Network Management Measurements (discretes and five-minute measurements, both office- and trunk-level, for use with LEC network management centers).

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.25 Government Emergency Telecommunications Service (GETS), (Cont'd.)

2.25.4 Maintenance and Testing

A. Company shall maintain TQ on all trunk groups specified by the GETS agreement between the Company and the federal government.

B. Company will support GETS Standard Service Testing requirements.

C. Company will support GETS Remote Service Verification Process (RSVP) testing requirements.

2.25.5 Cancellation of Service

Prior to deployment of the GETS service, the federal government may terminate performance of work, in whole or in part, if termination is in the federal governments' best interest. The Company, upon receiving a notice of termination, will:

immediately stop work as specified in the notice;

execute no further subcontracts or orders for materials, services or facilities except to complete the continued portion of the contract;

terminate all subcontracts to the extent related to work terminated;

settle all outstanding liabilities and termination settlement proposals;

transfer title and deliver to the federal government all work in progress, plans, information and other information which would normally be furnished to the federal government if the GETS service had been implemented;

complete performance of work not terminated;

protect property related to GETS service in which the federal government has an interest; and

submit a final termination settlement proposal no later than one year from the effective date of termination, unless extended in writing by the federal government within the one year period.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.25 Government Emergency Telecommunications Service (GETS), (Cont'd.)

2.25.6 Rates and Charges

A. HPC Rates and Charges

Company offers all HPC features as a bundled set with the exception of RSVP and OA&M Data Collection and Delivery. These exceptions are separately priced and offered to the GETS IC as options.

HPC Service Preparation Charge — See Appendix for Current Rate

A one-time charge covering costs that are independent of the quantity of switches (e.g., product management, development of methods and procedures for implementation, identifying trunk groups for trunk queuing, network acceptance testing, etc.).

HPC Nonrecurring Per Switch Charge — See Appendix for Current Rate

A one-time implementation charge per end office or access tandem switch (e.g., provisioning a switch to set HPC, provision trunk queuing on trunk groups).

HPC Monthly Recurring Per Switch Charge — See Appendix for Current Rate

Firm-fixed monthly charge per end office or access tandem switch to cover ongoing costs (e.g., maintenance, standard operational readiness testing, resources utilization, etc.).

HPC Service Change Charge — See Appendix for Current Rate

A one-time per switch charge for any request for HPC service configuration changes, including changes to the numbers provisioned to set HPC and trunk queuing parameters. This charge is independent of the number of activities included in an individual switch change request.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.25 Government Emergency Telecommunications Service (GETS), (Cont'd.)

2.25.6 Rates and Charges, (Cont'd.)

B. OA&M Delivery Options Rates and Charges

OA&M Service Preparation Charge	See Appendix for Current Rate

A one-time charge covering costs that are independent of the quantity of switches (e.g., product management, development of methods and procedures for implementation, identifying trunk groups for trunk queuing, network acceptance testing, etc.).

OA&M Monthly Recurring Per Switch Charge	See Appendix for Current Rate

Firm-fixed monthly charge per end office or access tandem switch to cover ongoing costs (e.g., maintenance, standard operational readiness testing, resources utilization, etc.).

OA&M Service Change Charge	See Appendix for Current Rate

A one-time per switch charge for any request for OA&M service configuration changes, including changes to the numbers provisioned to set OA&M parameters. This charge is independent of the number of activities included in an individual switch change request.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.25 Government Emergency Telecommunications Service (GETS), (Cont'd.)

2.25.6 Rates and Charges, (Cont'd.)

C. RSVP Options Rates and Charges

RSVP Monthly Recurring Per Switch Charge See Appendix for Current Rate

Firm-fixed monthly charge per end office or access tandem switch to cover ongoing costs (e.g., maintenance, standard operational readiness testing, resources utilization, etc.).

RSVP Nonrecurring Per Switch Charge See Appendix for Current Rate

A one-time implementation charge per end office or access tandem switch (e.g., provisioning a switch to set RSVP.

RSVP Service Change Charge See Appendix for Current Rate

A one-time per switch charge for any request for RSVP service configuration changes, including changes to the numbers provisioned to set RSVP parameters. This charge is independent of the number of activities included in an individual switch change request.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.26 Additional Rules Relating to Resale of Service

All local voice services provided by the Company are intended for retail end user purposes only. The Company does not support any Customer's resale of local services to another end user that has not contracted with the Company. Unless otherwise agreed upon in writing by the Company, Customers must abide by the following requirements when purchasing any local services:

2.26.1 Customer must use Company owned telephone numbers or numbers that are officially ported to the Company in connection with the services.

2.26.2 The Company does not support the inclusion of individual names and/or locations for each telephone number used in connection with the services for Emergency 911 purposes. Customer must utilize PS/ALI (Private Switch/Automatic Line Identifier) software to support each individual location for each ANI (Automatic Number Identification) transmitted by the Company to the applicable Emergency 911 PSAP (Public Safety Answering Position). The Company does not provide PS/ALI software.

2.26.3 The Company does not support CARE record information for each of Customer's end users and Customer must choose a single primary interexchange carrier for Customer and all of its end users. The Customer and all of its end users must utilize the same interexchange carrier.

2.26.4 The Company does not support the populating of the individual end user's caller name for Caller ID purposes. Only one caller name will be supported for each billing telephone number provided to the Customer for the services purchased.

2.26.5 The Company does not support individual directory listings for each of the Customer's end users. Customers may only purchase directory listings that are representative of their own business name.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.26 Additional Rules Relating to Resale of Service, (Cont'd.)

2.26.6 The Company will bill only Customer for both Customer's and its end users use of the services. Usage may be detailed by Billing Telephone Number (BTN), but the Company will not bill Customer's end users for the services nor does the Company provide billing media to assist Customer in billing its end users.

2.26.7 The Company does not offer GR303 protocol in connection with the services.

2.26.8 The Company will accept trouble reports only from Customer or a Customer provided contact. Customer's end users contacting the Company will be referred back to Customer for trouble ticket management.

2.26.9 Customer agrees that all services purchased hereunder will be subject to taxes, fees, surcharges and assessments based on Customer's use of the services as an end user.

2.27 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 - SERVICE DESCRIPTIONS

3.1 Transport Service Offerings

3.1.1 Dedicated Capacity Services

A. Service Description

1. DS-0 Service

DS-0 Low-speed digital service includes data transmission speeds of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

2. DS-1 Service

DS1 Service is 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 or Binary 8 Zero Substitution and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade Services or 24 DS-0 Services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64Kbps channels.

3. DS-3 Service

DS3 Service is 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). DS3 Service has the equivalent capacity of 28 DS-1 Services at 1.544 Mbps or 672 Voice Grade Services or 672 DS-0 Services at 56/64 Kbps.

4. STS-1 Service

STS-1 Service is a high capacity channel for the full duplex, synchronous, optical channel for transmission of digital data based on the Synchronous Optical Network (SONET) standard. STS-1 has an electrical interface rate of 51.840 Mbps and can be configured with either DS3 or VT1.5 payload mapping.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.1 Dedicated Capacity Services, (Cont'd.)

A. Service Description, (Cont'd.)

5. OC-3 Service

OC-3 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 155.520 Mbps. OC-3 Service may be configured with one OC-3c (concatenated), up to 3 STS-1's, or with combinations of asynchronous DS3 or DS1 (VT1.5) payload mapping.

6. OC-3c Service

OC-3c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 155.520 Mbps.

7. OC-12 Service

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.080 Mbps. OC-12 Service may be configured with up to 4 OC-3's, up to 12 STS-1's, or up to 12 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtended OC-3 add-drop multiplexer.

8. OC-12c Service

OC-12c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 622.080 Mbps.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.1 Dedicated Capacity Services, (Cont'd.)

A. Service Description, (Cont'd.)

9. OC-48 Service

OC-48 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2.488 Gbps. OC-48 Service may be configured with up to 4 OC-12's, up to 16 OC-3's, up to 48 STS-1's, or up to 48 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtended OC-3 add-drop multiplexer.

10. OC-48c Service

OC-48c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 2.488 Gbps.

B. Rates and Charges

Services rates consist of a monthly recurring charge and non-recurring connection charge. Fixed monthly recurring charge is the monthly rate for providing communications between originating and terminating locations. mileage charge is the associated monthly rate for providing the communications path between originating and terminating locations. Mileage charge is applied to services between 3 to 19.9 miles in length. Mileage charge for distances greater than 20 miles will be determined on an individual case basis.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.1 Dedicated Capacity Services, (Cont'd.)

B. Rates and Charges, (Cont'd.)

1. Maximum Monthly Recurring Charges

Service Description	Service Term	Monthly Recurring Fixed Charge	Monthly Recurring Mileage Charge
DS-0	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB
DS-1	12 Months	$ 370	$ 200
	24 Months	$ 350	$ 200
	36 Months	$ 280	$ 200
	60 Months	$ 270	$ 200
DS-3	12 Months	$2230	$ 600
	24 Months	$2220	$ 600
	36 Months	$2120	$ 600
	60 Months	$1950	$ 600
STS-1	12 Months	$2300	$ 600
	24 Months	$2220	$ 600
	36 Months	$2120	$ 600
	60 Months	$1950	$ 600
OC-3 / OC-3c	12 Months	$2,940	$ 560
	24 Months	$2,790	$ 560
	36 Months	$2,610	$ 560
	60 Months	$2,460	$ 560

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.1 Dedicated Capacity Services, (Cont'd.)

B. Rates and Charges, (Cont'd.)

1. Maximum Monthly Recurring Charges, (Cont'd.)

Service Description	Service Term	Monthly Recurring Fixed Charge	Monthly Recurring Mileage Charge
OC-12 / OC-12c	12 Months	$18560	$2100
	24 Months	$17280	$2100
	36 Months	$16980	$2100
	60 Months	$15620	$2100
OC-48 / OC-48c	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.1 Dedicated Capacity Services, (Cont'd.)

B. Rates and Charges, (Cont'd.)

2. Maximum Nonrecurring Connection Charge

Service Description	Service Term	Nonrecurring Charge
DS-0	12 Months	ICB
	24 Months	ICB
	36 Months	ICB
	60 Months	ICB
DS-1	12 Months	$400.00
	24 Months	$400.00
	36 Months	$400.00
	60 Months	$400.00
DS-3	12 Months	$800.00
	24 Months	$800.00
	36 Months	$800.00
	60 Months	$800.00
OC-3 / OC-3c	12 Months	$2,000.00
	24 Months	$2,000.00
	36 Months	$2,000.00
	60 Months	$2,000.00
OC-12 / OC-12c	12 Months	$4,000.00
	24 Months	$4,000.00
	36 Months	$4,000.00
	60 Months	$4,000.00
OC-48 / OC-48c	12 Months	ICB
	24 Months	ICB
	36 Months	ICB
	60 Months	ICB

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Transport Service Offerings, (Cont;d.)

3.1.2 Wavelength Services

A. Service Description

Wavelength Services are a wavelength division multiplexing (WDM) fiber optic communications system. The system provides arbitrary connections between nodes through the use of wavelength specific communication channels in 2.5G (2.488 Gbps) and 10G (9.952 Gbps) "Lambdas."

1. 2.5G Service

2.5G Service is a clear channel, bi-directional, synchronous, point-to-point optical services with a line rate of 2.488 Gbps. The service is non-multiplexed, non-channelized, and excludes termination bandwidth. Each circuit constitutes an entire wavelength channel of multi-channel WDM system. Standard wavelengths are offered as a 2-fiber interface.

2. 10G Service

10G Service is a clear channel, bi-directional, synchronous, point-to-point optical services with a line rate of 9.952 Gbps. The service is non-multiplexed, non-channelized, and excludes termination bandwidth. Each circuit constitutes an entire wavelength channel of multi-channel WDM system. Standard wavelengths are offered as a 2-fiber interface.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Transport Service Offerings, (Cont;d.)

3.1.2 Wavelength Services, (Cont'd.)

B. Rates and Charges

Service rates consist of a monthly recurring charge and non-recurring connection charge. The fixed monthly recurring charge is the monthly rate for providing communications between originating and terminating locations. The mileage band charge is the monthly rate for providing the communications path between originating and terminating locations for each mile in length. Mileage charges for distances 15 miles or greater will be determined on an individual case basis.

1. Maximum Monthly Recurring Charges

Service Description	Service Term	Monthly Recurring Fixed Charge
2.5G Wavelength	12 Months	$30,000.00
	24 Months	$19,800.00
	36 Months	$17,800.00
	60 Months	$16,000.00
10G Wavelength	12 Months	$38,000.00
	24 Months	$29,800.00
	36 Months	$22,000.00
	60 Months	$20,000.00

Mileage Band	(in Miles)	Mileage Band Charge (per Mile)
0	2.9	$400.00
3	14.9	$800.00
Above	15	ICB

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.2 Wavelength Services, (Cont'd.)

B. Rates and Charges, (Cont'd.)

2. Maximum Nonrecurring Charges

Service Description	Service Term	Nonrecurring Charge
2.5G Wavelength	12 Months	$6,000.00
	24 Months	$6,000.00
	36 Months	$6,000.00
	60 Months	$6,000.00
10G Wavelength	12 Months	$10,000.00
	24 Months	$10,000.00
	36 Months	$10,000.00
	60 Months	$10,000.00

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.3 Private Ring Service

A. Service Description

Private Ring Service is a custom designed, high-capacity service that delivers dedicated capacity between multiple locations over a private reserved path for the Customer's exclusive use. Private Ring Service Customers can also connect the Company's Dedicated Capacity / Wavelength Services to the Customer's private ring.

B. Rates and Charges

Rates and Charges for Private Ring Service will be determined on an individual case basis.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.4 Supplemental Services

The Company may provide certain supplemental services on an individual case basis.

A. Multiplexing / De-multiplexing. This service combines lower-level signals onto a higher bandwidth interface or separates higher-level signals onto a lower bandwidth interface.

B. Dedicated Entrance Facility. This service provides dedicated capacity to a single Customer on the Company's shared infrastructure. Additional services can be multiplexed or de-multiplexed from the dedicated entrance facility. The dedicated entrance facility is a flexible and customizable service allowing varying bandwidths interfaces to be connected to it.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 High Speed Digital Access and High Capacity Private Line

3.2.1 Elite Native Local Area Network (NLAN) Service

A. Service Description

Elite NLAN Service offers full mesh multipoint connectivity via native IEEE Standard Ethernet interfaces. Elite NLAN Service may be provisioned in a Point-to-Point, MultiPoint or Point-to-MultiPoint configuration.

B. Rates and Charges

Rates and charges for Elite NLAN Service will be determined on an individual case basis.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 High Speed Digital Access and High Capacity Private Line, (Cont'd.)

3.2.2 Customer Direct Native Local Area Network Service ("Customer Direct NLAN")

A. Service Description

Customer Direct NLAN is a point-to-point unprotected room and 1000 M Ethernet Service. The fiber between the two Customer locations is dedicated to the individual Customer. Troubleshooting and monitoring is accomplished by a Company technician visit.

B. Rates and Charges

Rates and charges for Customer Direct NLAN service will be determined on an individual case basis.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 High Speed Digital Access and High Capacity Private Line, (Cont'd.)

3.2.3 Enterprise Switched Native Local Areas Network (SNLAN) Service

A. Service Description

Enterprise Switched NLAN (SNLAN) Service is a switched Ethernet service that allows the Customer to access a shared network infrastructure to connect multiple Customer locations in a mesh configuration through standard IEEE 10M, 100M or 1000M Ethernet ports. Multiple Customers traverse the shared physical network infrastructure with traffic from each Customer differentiated from that or another Customer through unique, secure logical connections.

Enterprise SNLAN Service is designed to accommodate both Untagged Customer Ethernet traffic as well as Tagged Customer Ethernet traffic across the Company's network. Customers may select Individual Tag Service (ITS) option for Unlimited Tag Service (UTS) option. With ITS, the Customer pays per Tag for each of the Tags they wish to transport across the network. Specific VLAN Tag numbers are available to Customers on a first come, first serve basis.

Full line-rate 1000M Ethernet ports are generally available with the SNLAN service. However, depending on the equipment deployed, only 1000M Ethernet ports with a bandwidth limitation of 622 may be available.

Customer Tagged Traffic: The Customer has already Tagged or uniquely applied Ethernet VLAN ID's to their Ethernet traffic for purposes pertinent to the Customer internal enterprise network. Therefore, the traffic enters the Company's SLNAN network without Tags already attached to the Ethernet frames. This type of traffic is referred to as Untagged Customer traffic.

B. Rates and Charges

Rates and Charges for Enterprise SNLAN Service will be determined on an individual case basis.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 High Speed Digital Access and High Capacity Private Line, (Cont'd.)

3.2.4 Extended NLAN (E-NLAN) Service

A. Service Description

Extended NLAN service is an Ethernet service that provides a managed end-to-end solution.

Extended NLAN is offered over the Company's IP Backbone, encapsulating the Customer traffic using layer 2 tunnels as a best effort service. To transport Ethernet frames across the IP Backbone an Ethernet connection will be made between the NLAN Central Office Ethernet switch and an aggregation router on the Internet infrastructure. This IP ingress point is responsible for its LAN protocols traversing the Long-Haul NLAN network.

There are two levels of ENLAN service for PTP: Enhanced and Basic. Both of these services are offered in a redundant manner. The redundant offering would mean that an IP Backbone outage would result in packets being rerouted over an alternate path. The enhanced service offering means that capacity for both paths must be reserved for all Customers and a higher Class of Service will be implemented for these Customers. The basic service offering means that the Customer will receive a lower class of service if their traffic needs to be re-routed.

Customer must purchase separately Metro NLAN for each end of the Extended NLAN service.

B. Rates and Charges

Rates and charges for E-NLAN Service will be determined on an individual case basis.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Escon Storage Transport

3.3.1 Service Description

ESCON Storage Transport Product is a point-to-point circuit that connects an IBM mainframe at the Customer's location to an off-site storage provider using standard ESCON protocol. Specifically designed for Business Continuity/Disaster Recovery, this service provides the Customer with the ability to back up mission-critical data in real time on a transaction-by-transaction basis.

3.3.2 Rates and Charges

Rates and charges for ESCON Storage Transport will be determined on an individual case basis.

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 VPN Access Service

This service provides an isolated, segmented virtual tunnel between two points on the Company's network. This is a routed connection and requires that the two end points are capable of Network Layer decisions and are on different subnets. The Customer is responsible for providing CPE at its locations. The Customers must purchase a transport product to use this service.

3.4.1 VPN Access Service Maximum Rates and Charges

A. T1

1. 1.5 Mbps

	Maximum All Terms
Monthly Recurring Charge	$1,200.00
Nonrecurring Charge	$2,000.00
Move Charge	$2,000.00
Change Charge	$ 400.00
Restore Charge	$2,000.00

2. 3 Mbps

	Maximum All Terms
Monthly Recurring Charge	$2,260.00
Nonrecurring Charge	$4,000.00
Move Charge	$2,000.00
Change Charge	$ 400.00
Restore Charge	$4,000.00

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 VPN Access Service, (Cont'd.)

3.4.1 VPN Access Service Maximum Rates and Charges, (Cont'd.)

A. T1 (Cont'd.)

3. 4.5 Mbps

	Maximum All Terms
Monthly Recurring Charge	$4,080.00
Nonrecurring Charge	$6,000.00
Move Charge	$6,000.00
Change Charge	$ 400.00
Restore Charge	$6,000.00

4. 6 Mbps

	Maximum All Terms
Monthly Recurring Charge	$5,000.00
Nonrecurring Charge	$8,000.00
Move Charge	$8,000.00
Change Charge	$ 400.00
Restore Charge	$8,000.00

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 VPN Access Service, (Cont'd.)

3.4.1 VPN Access Service Maximum Rates and Charges, (Cont'd.)

B. DS3

		L3VPN Access
Mbps	Nonrecurring Charge	1 Year
3	$8,000.00	$2,000.00
6	$8,000.00	$2,800.00
9	$8,000.00	$3,200.00
12	$8,000.00	$3,600.00
15	$8,000.00	$4,050.00
18	$8,000.00	$4,500.00
21	$8,000.00	$4,800.00
24	$8,000.00	$5,200.00
27	$8,000.00	$5,600.00
30	$8,000.00	$5,800.00
33	$8,000.00	$6,200.00
36	$8,000.00	$6,800.00
39	$8,000.00	$7,000.00
42	$8,000.00	$7,400.00
45	$8,000.00	$7,500.00

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 VPN Access Service, (Cont'd.)

3.4.1 VPN Access Service Maximum Rates and Charges, (Cont'd.)

C. OC3

		L3VPN Access
Mbps	Nonrecurring Charge	1 Year
35	$8,000.00	$ 6,500.00
45	$8,000.00	$ 7,600.00
55	$8,000.00	$ 9,000.00
65	$8,000.00	$10,300.00
75	$8,000.00	$10,440.00
85	$8,000.00	$12,800.00
95	$8,000.00	$14,020.00
105	$8,000.00	$15,020.00
115	$8,000.00	$17,520.00
125	$8,000.00	$18,500.00
135	$8,000.00	$19,020.00
145	$8,000.00	$20,000.00
155	$8,000.00	$23,000.00

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 VPN Access Service, (Cont'd.)

3.4.2 VPN Access Transport Service Maximum Rates and Charges

A. T1

1. 1.5 Mbps

	Maximum All Terms
Monthly Recurring Charge	$170.00
Nonrecurring Charge	$400.00
Move Charge	$400.00
Change Charge	$400.00
Restore Charge	$400.00

2. 3 Mbps

	Maximum All Terms
Monthly Recurring Charge	$360.00
Nonrecurring Charge	$400.00
Move Charge	$400.00
Change Charge	$400.00
Restore Charge	$400.00

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 VPN Access Service, (Cont'd.)

3.4.2 VPN Access Transport Service Maximum Rates and Charges, (Cont'd.)

A. T1, (Cont'd.)

3. 4.5 Mbps

	Maximum All Terms
Monthly Recurring Charge	$510.00
Nonrecurring Charge	$400.00
Move Charge	$400.00
Change Charge	$400.00
Restore Charge	$400.00

4. 6 Mbps

	Maximum All Terms
Monthly Recurring Charge	$680.00
Nonrecurring Charge	$400.00
Move Charge	$400.00
Change Charge	$400.00
Restore Charge	$400.00

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 VPN Access Service, (Cont'd.)

3.4.2 VPN Access Transport Service Maximum Rates and Charges, (Cont'd.)

B. DS-3 Transport

	Maximum All Terms
Monthly Recurring Charge	$2,200.00
Nonrecurring Charge	$ 400.00
Move Charge	$ 400.00
Change Charge	$ 400.00
Restore Charge	$ 400.00

C. OC-3 Transport

	Maximum All Terms
Monthly Recurring Charge	$3,800.00
Nonrecurring Charge	$ 400.00
Move Charge	$ 400.00
Change Charge	$ 400.00
Restore Charge	$ 400.00

SECTION 4 - SPECIAL CONSTRUCTION

4.1 Special Construction Services

4.1.1 Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken by the Company on a reasonable effort basis at the request of the Customer.

4.1.2 Special construction is that construction which is undertaken under one or more of the following circumstances:

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

B. where the facilities so constructed are of a type other than that which the Company would normally utilize in the furnishing of its services;

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

D. where the quantity of facilities requested by the Customer is greater than that which the Company would normally construct;

E. where the Customer requests that the facilities be constructed on an expedited basis or in advance of when the facilities would otherwise be constructed;

F. where the facilities are provided on a temporary basis pending the availability of permanent facilities;

G. where the construction requested involves abnormal costs; and

H. where construction of facilities is done in advance of the Company's normal construction schedule.

SECTION 4 - SPECIAL CONSTRUCTION SERVICES, (CONT'D.)

4.1 Special Construction Services, (Cont'd.)

4.1.3 Construction Charges

Special construction charges will be determined on an individual case basis. Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the South Carolina Public Service Commission.

SECTION 4 - SPECIAL CONSTRUCTION SERVICES, (CONT'D.)

4.2 Individual Case Basis Arrangements

4.2.1 The Company may, in response to competitive request for proposal or for non-standard services, develop a responsive individual contract billing arrangement for services offered in this tariff.

4.2.2 Prices quoted in response to such requests may be different from those in effect in this tariff but will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such price will also be available for similarly situated Customers. Appropriate cost support will be submitted to the South Carolina Public Service Commission if required.

4.2.3 An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.

4.2.4 Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the South Carolina Public Service Commission.

SECTION 5 – PROMOTIONS

5.1 Promotional Offerings

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety (90) days for non-optional, recurring charges), designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering. Requests for specific limited duration promotional offerings will be presented to the South Carolina Public Service Commission prior to implementation.

SECTION 6 – GRANDFATHERED SERVICES

6.1 Dedicated Private Line Services

6.1.1 General

Network Services consist of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

6.1.2 Transmission Service

A. Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

B. Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

64 Kbps
56 Kbps
19.2 Kbps
9.6 Kbps
4.8 Kbps
2.4 Kbps
1.544 Mbps (DS-1)
44.736 Mbps (DS-3)

Digital channels operating at speeds other than those listed above may be provided at the Company's option on an Individual Case Basis (ICB).

C. Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipments interfacing to such channels shall meet the following characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar (Alternate Mark) Inversion
Line Code 2:	Bipolar 8 zero substitution (B8ZS)
Line Impedance:	100 ohms + 5% balanced

Jitter: The multiplexer will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

6.1 Dedicated Private Line Services, (Cont'd.)

D. Digital channels furnished by the Company at 44.736 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate:	44.736 Mbps + 20 ppm
Line Code:	Bipolar with three-zero substitution (B3ZS)
Line Impedance:	75 ohms + 5 percent unbalanced

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

6.2 Dedicated Private Line Rates

6.2.1 Transmission Service

A. General

Rates are composed of two elements which may apply to a Customer's service, depending upon the specific service requested and its location.

1. The channel termination rate element provides for the termination of the communications path at the Customer designated location. One channel termination charge applies for each Customer designated location at which a channel is terminated.

2. The Channel Mileage rate element is determined by the Vertical ("V") and Horizontal ("H") Coordinates method. To determine the rate mileage between any two locations, V and H coordinates for each location will be determined by reference to National Exchange Carrier Association Tariff, F.C.C. No. 4, using the appropriate serving wire center(s) for the service being provided and the following formula:

FORMULA = $\sqrt{(V1-V2)^2 + (H1-H2)^2 / 10}$

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

6.2 Dedicated Private Line Rates, (Cont'd.)

6.2.2 Digital Data Services

Digital Data Service is provided at transmission rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

A. This service consists of making DS-O capacity available on a 24-hour per day, 7 days per week basis.

B. Digital Data Rates

	Recurring Per Month
Channel Termination,	
- per point of termination	
2.4 Kbps	$54.00
4.8 Kbps	$54.00
9.6 Kbps	$54.00
19.2 Kbps	$54.00
56 Kbps	$84.60
64 Kbps	$84.60
Channel Mileage	
- over 0 mile fixed	
2.4 Kbps	$16.65
4.8 Kbps	$16.65
9.6 Kbps	$16.65
19.2 Kbps	$16.65
56 Kbps	$34.53
64 Kbps	$34.53

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

6.2 Dedicated Private Line Rates, (Cont'd.)

6.2.2 Digital Data Services, (Cont'd.)

B. Digital Data Rates, (Cont'd.)

	Recurring Per Month
- Per Mile	
2.4 Kbps	$1.58
4.8 Kbps	$1.58
9.6 Kbps	$1.58
19.2 Kbps	$1.58
56 Kbps	$1.58
64 Kbps	$1.58

	Installation & Relocation
Channel Termination,	
- per point of termination	
2.4 Kbps	$360.00
4.8 Kbps	$360.00
9.6 Kbps	$360.00
19.2 Kbps	$360.00
56 Kbps	$360.00
64 Kbps	$360.00

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

6.2 Dedicated Private Line Rates, (Cont'd.)

6.2.2 Digital Data Services, (Cont'd.)

B. Digital Data Rates, (Cont'd.)

	Installation & Relocation
- Subsequent, same location	
2.4 Kbps	$144.00
4.8 Kbps	$144.00
9.6 Kbps	$144.00
19.2 Kbps	$144.00
56 Kbps	$144.00
64 Kbps	$144.00

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

6.2 Dedicated Private Line Rates, (Cont'd.)

6.2.3 DS-l Service

DS-l Service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

A. This service consists of making DS-l capacity available 24-hours per day, 7 days per week.

1. DS-1 Rates

	Recurring Per Month
Channel Termination,	
- per point of termination	$126.00
Channel Mileage	
- 1 mile	$81.00
- each additional mile	$21.15

	Installation & Relocation
Channel Termination,	
- per point of termination	$780.27
- Subsequent, same location	$438.15

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

6.2 Dedicated Private Line Rates, (Cont'd.)

6.2.4 DS-3 Service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-l channels or 672 voice, Analog Data or Digital Data channels.

A. This service consists of making DS-3 capacity available 24-hours per day, 7 days per week.

B. DS-3 Rates

	Recurring Per Month
Channel Termination,	
- per point of termination	ICB
- Subsequent, same location	ICB
Channel Mileage	
- 1 mile	ICB
- each additional	ICB
Optional Features	
- multiplexing, D5-3 to DS-1	ICB

	Installation & Relocation
Channel Termination,	
- per point of termination	ICB
- Subsequent, same location	ICB
Optional Features	
- multiplexing, DS-3 to DS-1	ICB

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

6.3 Special Construction

6.3.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

6.3.2 Basis for Cost Computation

The costs referred to in Section 6.3.1 above may include one or more of the following items to the extent that they are applicable:

A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

1. equipment and materials provided or used,
2. engineering, labor and supervision,
3. transportation, and
4. rights-of-way;

B. cost of maintenance;

C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

E. license preparation, processing and related fees;

F. tariff preparation, processing and related fees;

G. any other identifiable costs related to the facilities provided; or

H. an amount for return and contingencies.

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

6.3 Special Construction, (Cont'd.)

6.3.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

A. The termination liability period is the estimated service life of the facilities provided.

B. The amount of the maximum termination liability is equal to the estimated amounts for:

1. cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed including the cost of:

   (a) equipment and materials provided or used,
   (b) engineering, labor and supervision,
   (c) transportation, and
   (d) rights-of-way;

2. license preparation, processing, and related fees;

3. tariff preparation, processing, and related fees;

4. cost of removal and restoration, where appropriate; and

5. any other identifiable costs related to the specially constructed or rearranged facilities.

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

6.3 Special Construction, (Cont'd.)

6.3.3 Termination Liability, (Cont'd.)

C. The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in section 6.3.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 6.3.3.B preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

APPENDIX A – CURRENT RATES

Transport Service Offerings (Section 3.1)

Dedicated Capacity Services (Section 3.1.1)

1. Monthly Recurring Charges

Service Description	Service Term	Monthly Recurring Fixed Charge	Monthly Recurring Mileage Charge
DS-0	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB
DS-1	12 Months	$ 185	$ 100
	24 Months	$ 175	$ 100
	36 Months	$ 140	$ 100
	60 Months	$ 135	$ 100
DS-3	12 Months	$1,150	$ 300
	24 Months	$1,110	$ 300
	36 Months	$1,060	$ 300
	60 Months	$ 975	$ 300
STS-1	12 Months	$1,150	$ 300
	24 Months	$1,110	$ 300
	36 Months	$1,060	$ 300
	60 Months	$ 975	$ 300
OC-3 / OC-3c	12 Months	$2,940	$ 560
	24 Months	$2,790	$ 560
	36 Months	$2,610	$ 560
	60 Months	$2,460	$ 560

APPENDIX A – CURRENT RATES, (CONT'D.)

Transport Service Offerings (Section 3.1)

Dedicated Capacity Services (Section 3.1.1)

1. Monthly Recurring Charges, (Cont'd.)

Service Description	Service Term	Monthly Recurring Fixed Charge	Monthly Recurring Mileage Charge
OC-12 / OC-12c	12 Months	$9,280	$1,050
	24 Months	$8,640	$1,050
	36 Months	$8,490	$1,050
	60 Months	$7,810	$1,050
OC-48 / OC-48c	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB

APPENDIX A – CURRENT RATES, (CONT'D.)

Transport Service Offerings (Section 3.1)

Dedicated Capacity Services (Section 3.1.1)

2. Nonrecurring Connection Charge

Service Description	Service Term	Nonrecurring Charge
DS-0	12 Months	ICB
	24 Months	ICB
	36 Months	ICB
	60 Months	ICB
DS-1	12 Months	$200.00
	24 Months	$200.00
	36 Months	$200.00
	60 Months	$200.00
DS-3	12 Months	$400.00
	24 Months	$400.00
	36 Months	$400.00
	60 Months	$400.00
OC-3 / OC-3c	12 Months	$1,000.00
	24 Months	$1,000.00
	36 Months	$1,000.00
	60 Months	$1,000.00
OC-12 / OC-12c	12 Months	$2,000.00
	24 Months	$2,000.00
	36 Months	$2,000.00
	60 Months	$2,000.00
OC-48 / OC-48c	12 Months	ICB
	24 Months	ICB
	36 Months	ICB
	60 Months	ICB

APPENDIX A – CURRENT RATES, (CONT'D.)

Transport Service Offerings (Section 3.1)

Wavelength Services (Section 3.1.2)

1. Monthly Recurring Charges

Service Description	Service Term	Monthly Recurring Fixed Charge
2.5G Wavelength	12 Months	$15,000.00
	24 Months	$ 9,900.00
	36 Months	$ 8,900.00
	60 Months	$ 8,000.00
10G Wavelength	12 Months	$19,000.00
	24 Months	$14,900.00
	36 Months	$11,000.00
	60 Months	$10,000.00

Mileage Band	(in Miles)	Mileage Band Charge (per Mile)
0	2.9	$0.00
3	14.9	$400.00
Above	15	ICB

APPENDIX A – CURRENT RATES, (CONT'D.)

Transport Service Offerings (Section 3.1)

Wavelength Services (Section 3.1.2)

2. Nonrecurring Charges

Service Description	Service Term	Charge
2.5G Wavelength	12 Months	$3,000.00
	24 Months	$3,000.00
	36 Months	$3,000.00
	60 Months	$3,000.00
10G Wavelength	12 Months	$5,000.00
	24 Months	$5,000.00
	36 Months	$5,000.00
	60 Months	$5,000.00

Private Ring Service (Section 3.1.3)

Rates and Charges for Private Ring Service will be determined on an individual case basis.

APPENDIX A – CURRENT RATES, (CONT'D.)

High Speed Digital Access and High Capacity Private Line (Section 3.2)

Elite Native Local Area Network (NLAN) Service (Section 3.2.1) will be determined on an individual case basis.

Customer Direct Native Local Area Network Service ("Customer Direct NLAN") (Section 3.2.2)

Rates and charges for Customer Direct NLAN service will be determined on an individual case basis.

Enterprise Switched Native Local Areas Network (SNLAN) Service (Section 3.2.3)

Rates and Charges for SNLAN Service will be determined on an individual case basis.

Extended NLAN (E-NLAN) Service (Section 3.2.4)

Rates and charges for E_NLAN Service will be determined on an individual case basis.

ESCON Storage Transport (Section 3.3)

Rates and charges for ESCON Storage Transport will be determined on an individual case basis.

APPENDIX A – CURRENT RATES, (CONT'D.)

VPN Access Service (Section 3.4)

VPN Access Service Rates and Charges (Section 3.4.1)

A. T1

1. 1.5 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$ 681.00	$600.00	$518.00	$439.00
Nonrecurring Charge	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Move Charge	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Change Charge	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Restore Charge	$1,000.00	$1,000.00	$1,000.00	$1,000.00

2. 3 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$1,362.00	$1,200.00	$1,036.00	$878.00
Nonrecurring Charge	$2,000.00	$2,000.00	$2,000.00	$2,000.00
Move Charge	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Change Charge	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Restore Charge	$2,000.00	$2,000.00	$2,000.00	$2,000.00

APPENDIX A – CURRENT RATES, (CONT'D.)

VPN Access Service (Section 3.4), (Cont'd.)

VPN Access Service Rates and Charges (Section 3.4.1), (Cont'd.)

A. T1, (Cont'd.)

3. 4.5 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$2,042.00	$1,800.00	$1,554.00	$1,317.00
Nonrecurring Charge	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Move Charge	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Change Charge	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Restore Charge	$3,000.00	$3,000.00	$3,000.00	$3,000.00

4. 6 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$2,724.00	$2,400.00	$2,072.00	$1,756.00
Nonrecurring Charge	$4,000.00	$4,000.00	$4,000.00	$4,000.00
Move Charge	$4,000.00	$4,000.00	$4,000.00	$4,000.00
Change Charge	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Restore Charge	$4,000.00	$4,000.00	$4,000.00	$4,000.00

APPENDIX A – CURRENT RATES, (CONT'D.)

VPN Access Service (Section 3.4), (Cont'd.)

VPN Access Service Rates and Charges (Section 3.4.1), (Cont'd.)

B. DS3

		L3VPN Access			
Mbps	Nonrecurring Charge	1 Year	2 Year	3 Year	5 Year
3	$4,000.00	$ 989.00	$ 873.00	$ 757.00	$ 641.00
6	$4,000.00	$1,460.00	$1,000.00	$ 827.00	$ 740.00
9	$4,000.00	$1,630.00	$1,571.00	$1,098.00	$ 946.00
12	$4,000.00	$1,842.00	$1,421.00	$1,294.00	$1,173.00
15	$4,000.00	$2,023.00	$1,519.00	$1,353.00	$1,262.00
18	$4,000.00	$2,283.00	$1,853.00	$1,617.00	$1,580.00
21	$4,000.00	$2,483.00	$2,062.00	$1,878.00	$1,787.00
24	$4,000.00	$2,624.00	$2,278.00	$2,053.00	$1,895.00
27	$4,000.00	$2,895.00	$2,394.00	$2,197.00	$2,001.00
30	$4,000.00	$2,960.00	$2,412.00	$2,231.00	$2,133.00
33	$4,000.00	$3,129.00	$2,620.00	$2,410.00	$2,301.00
36	$4,000.00	$3,399.00	$2,836.00	$2,672.00	$2,508.00
39	$4,000.00	$3,577.00	$3,058.00	$2,833.00	$2,815.00
42	$4,000.00	$3,741.00	$3,268.00	$3,000.00	$2,915.00
45	$4,000.00	$3,897.00	$3,304.00	$3,110.00	$3,004.00

APPENDIX A – CURRENT RATES, (CONT'D.)

VPN Access Service (Section 3.4), (Cont'd.)

VPN Access Service Rates and Charges (Section 3.4.1), (Cont'd.)

C. OC3

		L3VPN Access			
Mbps	Nonrecurring Charge	1 Year	2 Year	3 Year	5 Year
35	$4,000.00	$ 3,276.00	$ 2,709.00	$2,524.00	$2,423.00
45	$4,000.00	$ 3,897.00	$ 3,304.00	$3,110.00	$3,004.00
55	$4,000.00	$ 4,523.00	$ 3,900.00	$3,696.00	$3,584.00
65	$4,000.00	$ 5,147.00	$ 4,495.00	$4,281.00	$4,164.00
75	$4,000.00	$ 5,771.00	$ 5,090.00	$4,868.00	$4,745.00
85	$4,000.00	$ 6,398.00	$ 5,685.00	$5,453.00	$5,325.00
95	$4,000.00	$ 7,010.00	$ 6,281.00	$6,038.00	$5,905.00
105	$4,000.00	$ 7,510.00	$ 6,781.00	$6,538.00	$6,595.00
115	$4,000.00	$ 8,510.00	$ 7,581.00	$7,095.00	$6,895.00
125	$4,000.00	$ 9,256.00	$ 8,067.00	$7,795.00	$7,071.00
135	$4,000.00	$ 9,510.00	$ 8,567.00	$8,250.00	$8,000.00
145	$4,000.00	$10,000.00	$ 9,500.00	$8,885.00	$9,000.00
155	$4,000.00	$11,456.00	$10,125.00	$9,550.00	$9,300.00

APPENDIX A – CURRENT RATES, (CONT'D.)

VPN Access Service (Section 3.4), (Cont'd.)

VPN Access Transport Service Rates and Charges (Section 3.4.2)

A. T1

1. 1.5 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$ 85.00	$ 75.00	$ 65.00	$ 55.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

2. 3 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$170.00	$150.00	$130.00	$110.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

APPENDIX A – CURRENT RATES, (CONT'D.)

VPN Access Service (Section 3.4), (Cont'd.)

VPN Access Transport Service Rates and Charges (Section 3.4.2), (Cont'd.)

A. T1, (Cont'd.)

3. 4.5 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$255.00	$225.00	$195.00	$165.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

4. 6 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$340.00	$300.00	$260.00	$220.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

APPENDIX A – CURRENT RATES, (CONT'D.)

VPN Access Service (Section 3.4), (Cont'd.)

VPN Access Transport Service Rates and Charges (Section 3.4.2), (Cont'd.)

B. DS-3 Transport

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$1,100.00	$1,025.00	$975.00	$825.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

C. OC-3 Transport

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$1,900.00	$1,400.00	$1,300.00	$1,100.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00