March 24, 2016
Via Web Filing

Ms. Jocelyn Boyd, Chief Clerk
South Carolina Public Service Commission
101 Executive Center Dr.
Suite 100
Columbia, SC 29210

RE: West Safety Communications Inc. f/k/a Intrado Communications Inc.
Replacement Local and Interexchange Tariff
Docket 2001-339-C, Order No. 2016-234

Dear Ms. Boyd:

Enclosed for filing please find South Carolina Tariff No. 3 (Local and Interexchange) submitted on behalf of West Safety Communications Inc. f/k/a Intrado Communications Inc. ("the Company"). This tariff, submitted in compliance with Order No. 2016-234 issued on March 23, 2016 in Docket No 2001-339-C, reflects the Company's new name and replaces in its entirety the Company's South Carolina tariff currently on file with the Commission.

No changes have been made to the tariff except to change the Company name and to sequentially number the pages and correct section numbering as necessary. The Company respectfully requests an effective date of March 29, 2016.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3031 or via email to sthomas@tminc.com. Thank you for your assistance in this matter.

Sincerely,

/s/ Sharon Thomas

Sharon Thomas
Consultant to West Safety Communications Inc.

cc: Sean Ward – Intrado (via E-mail)
Executive Director, SC Public Service Commission (via E-file)
file: Intrado - South Carolina
tms: SCx1601a

Enclosures
ST/sp

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff, South Carolina Tariff No. 3,issued by West Safety Communications Inc.
replaces in its entirety
South Carolina Tariff No. 2 issued by Intrado Communications Inc.

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER

LOCAL EXCHANGE
AND
INTEREXCHANGE

TELECOMMUNICATIONS SERVICES TARIFF

OF

West Safety Communications Inc.

WITHIN THE STATE OF SOUTH CAROLINA

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services provided by West Safety Communications Inc. with principal offices at 1601 Dry Creek Drive, Longmont, CO 80503 for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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CHECK SHEET

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

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
	Title	Original	*	2	20	Original	*
Preface	1	Original	*	2	21	Original	*
Preface	2	Original	*	2	22	Original	*
Preface	3	Original	*	2	23	Original	*
Preface	4	Original	*	2	24	Original	*
1	1	Original	*	2	25	Original	*
1	2	Original	*	2	26	Original	*
1	3	Original	*	2	27	Original	*
1	4	Original	*	2	28	Original	*
1	5	Original	*	2	29	Original	*
1	6	Original	*	3	1	Original	*
1	7	Original	*	4	1	Original	*
2	1	Original	*	5	1	Original	*
2	2	Original	*	5	2	Original	*
2	3	Original	*	5	3	Original	*
2	4	Original	*	5	4	Original	*
2	5	Original	*	5	5	Original	*
2	6	Original	*	5	6	Original	*
2	7	Original	*	5	7	Original	*
2	8	Original	*	5	8	Original	*
2	9	Original	*	5	9	Original	*
2	10	Original	*	5	10	Original	*
2	11	Original	*	5	11	Original	*
2	12	Original	*	5	12	Original	*
2	13	Original	*	5	13	Original	*
2	14	Original	*	5	14	Original	*
2	15	Original	*	5	15	Original	*
2	16	Original	*	6	1	Original	*
2	17	Original	*	6	2	Original	*
2	18	Original	*	6	3	Original	*
2	19	Original	*	6	4	Original	*
				7	1	Original	*

* included in this filing.

Issued by: Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

EXPLANATION OF SYMBOLS

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

(D)	-	To signify a discontinued rate or regulation.
(I)	-	To signify an increase in a rate or charge.
(M)	-	To signify material relocated from one page to another without change.
(N)	-	To signify a new rate or regulation.
(R)	-	To signify a reduced rate or charge.
(T)	-	To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

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

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

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

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

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

SECTION 1 - DEFINITIONS

9-1-1 - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Failure or Outage - A situation where 9-1-1 calls cannot be transported to the Public Agency responsible for answering 9-1-1 calls (usually a PSAP).

9-1-1 Service Provider - The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers, delivering the 9-1-1 calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI.

ALI Database - A system of manual procedures and computer programs used to create, store and update ALI information.

Authorized User - A person, firm or corporation authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively. An Authorized User must be specifically named in the application for service.

Automatic Number Identification (ANI) - A type of signaling provided by a Local Exchange Carrier that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI) - The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller’s location

Call Bridging - The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added.

Call Transfer - The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.

SECTION 1 – DEFINITIONS (CONT'D.)

Central Office (CO) or End Office (EO) - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term "End Office" and "Central Office" are used interchangeably in this tariff. More than one CO or EO may be located in the same building.

Commission – South Carolina Public Service Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Company - Whenever used in this tariff, "Company" refers to West Safety Communications Inc., unless otherwise specified or clearly indicated by the context.

Customer - A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this tariff and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

E9-1-1 (Enhanced 9-1-1) - An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

E9-1-1 Emergency Service - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this tariff, E9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

SECTION 1 - DEFINITIONS (CONT'D.)

E9-1-1 Selective Router Trunk - A trunk from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP, or between E9-1-1 Selective Routing Tandems; the latter configuration is also known as an inter-Selective Router Trunk.

E9-1-1 Tandem or E9-1-1 Selective Routing Tandem - The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

E9-1-1 Trunks - The trunks that connect from the End Office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Routing Tandem.

Emergency Service Number (ESN) - An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

Facilities - Central Office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

SECTION 1 - DEFINITIONS (CONT'D.)

Governing Authority - The governing body of a state, county, city, city and county, town, of other governing body (e.g., the board of directors of a special district) that oversees the PSAP(s) within the Governing Authority's jurisdiction.

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

Individual Case Basis (ICB) - A service arrangement where the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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

SECTION 1 - DEFINITIONS (CONT'D.)

Local Exchange Carrier (LEC) - Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of South Carolina and the South Carolina Public Service Commission is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

Local Exchange Service - Refers to local service that allows a user of the service to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service may also provide access to and from the telecommunication network for long distance calling.

Master Street Address Guide (MSAG) **-** A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls

National Emergency Number Association (NENA) - An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

Nonrecurring Charge (NRC) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

SECTION 1 - DEFINITIONS (CONT'D.)

Person - Any individual, firm, partnership, co-partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

Premises - All the space in the same building that a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the building.

Private Branch Exchange (PBX) - An arrangement that comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's Premises or extended to another Premises of the same Customer.

Pseudo Automatic Number Identification (pANI) - A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

Public Agency - Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the state of South Carolina that provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Emergency - The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of sever irreparable damage to property.

Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider(s). PSAPs operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

SECTION 1 - DEFINITIONS (CONT'D.)

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

Selective Routing - The routing of a 9-1-1 call from an E9-1-1 Selective Router Tandem to a designated PSAP based upon the seven-digit or ten-digit telephone number or pANI associated with the caller dialing 9-1-1.

Service Commencement Date - The first day following the date that the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order Agreement or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Interruption - The inability to complete calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

Service Order Agreement - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

TDD/Text Phone - A telecommunications device for use by hearing or speech impaired persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access - Provides 9-1-1 access to individuals that use TDD/Text Phones and computer modems.

Telecommunications Relay Service (TRS) - These services provide the ability for hearing or speech impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

West Safety - West Safety Communications Inc., issuer of this tariff.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service to Customers pursuant to the terms of this tariff in connection with one-way and/or two-way transmission between points within the State of South Carolina.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

A. **Application of Tariff -** Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of the service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.

B. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

C. **Minimum Period -** Service is provided on month-to-month or on a term agreement basis. The Minimum Period of Service is one (1) year unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the Service Order Agreement (SOA).

D. **Continuation of Service -** Except as otherwise stated in this tariff or an SOA, at the expiration of the initial term specified in each Service Order Agreement, or in any extension thereof, service shall be renewed automatically for a one (1) year term upon written notification to the Customer 45 to 90 days prior to the expiration of the initial term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order Agreement and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order Agreement shall survive such termination.

E. This tariff shall be interpreted and governed by the laws of the state of South Carolina regardless of its choice of laws provision.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

A. The Company, its affiliates, directors, officers, employees, assignees and/or successors, shall not be liable to a Customer or third party for any personal injury or death and/or any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, and/or loss of enjoyment of life and/or emotional distress damages for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with any service provided by the Company. By obligation, direct or indirect, to any third party other than Company, Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, maintenance, or provision of the Company's services other than an act or omission including gross negligence or wanton or willful misconduct.

B. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

C. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company.

2. Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, acts of terrorism, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of Company facilities and services;

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

5. Breaches in the privacy or security of communications transmitted over Company facilities;

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

C. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A of this Subsection 2.1.4.

7. Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;

9. Any non-completion of calls due to network busy conditions;

10. Any calls not actually attempted to be completed during any period that service is unavailable;

11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

D. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

E. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

F. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

G. Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Notification of Service Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

A. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.

B. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. If the Company is unable to meet the scheduled date for service, the Company will issue a credit.

C. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

D. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

E. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.

F. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

G. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff or the Service Order Agreement, and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. The reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

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

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

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

A. where facilities are not presently available;

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

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

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

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

G. involving abnormal costs; or

H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

SECTION 2 - REGULATIONS (CONT'D.)

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other Customers or users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service provided under this tariff without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and termination and Nonrecurring Charges for installation as stated in this tariff or the Service Order Agreement may apply.

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, and entering into an Service Order Agreement with the Company; complying with the SOA and tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

A. the payment of all applicable charges pursuant to this tariff;

B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into a Service Order Agreement with the Customer.

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises where Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G. not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this tariff, any other tariff of the Company, or with the Service Order Agreement, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff or the SOA including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

A. Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Network Interface Device.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.4.3 Network Interface Device (NID)

The NID permits access to the Company's network. All wiring on the Customer's Premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair, or upgrade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the Customer Premises. In the event that the Customer requests that the NID be placed in a location other than the location selected by the Company, any additional cost to the Company will be charged to the Customer. Additionally, the Customer shall be responsible for wiring on the Customer's Premises that is not provided by the Company that is connected to the NID.

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.

B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of other communications carriers that are applicable to such connections.

C. Facilities furnished under this tariff or the Service Order Agreement may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.5 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes, and similar taxes or charges imposed by governmental jurisdictions. These items are not included in the quoted rates for services.

B. Municipal excise taxes are billed as separate line items and are not included in the quoted rates for service.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

A. Charges for services billed on a non-usage sensitive basis will be billed monthly, in advance of the use of the service, and are due within 30 days of the invoice date.

B. Charges for services billed on a usage sensitive basis will be billed monthly for services used during the preceding billing cycle and are due within 30 days of the invoice date.

C. Upon termination of service, the Customer's bill will be rendered in the next bill cycle.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

D. Billing of the Customer by the Company will begin on the first day following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.

E. Late Payment Fee

If any portion of the payment is received by the Company more than thirty (30) days after the payment date as set forth in 2.5.2.A and 2.5.2.B preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. Late payment charges may be applied as allowed pursuant to South Carolina Public Service Commission Reg. 103-622.2 which provides that a maximum one and one half percent (1 1/2%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late charge may be imposed.

F. Return Check Charge

The Customer will be assessed a charge for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor. The charge may equal but not exceed the rate allowed by the S.C. Code Annotated Section 34-11-70.

G. If service is disconnected by the Company and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.

B. The Customer should notify the Company of any disputed items on an invoice within an interval from receipt of the invoice that is within the State=s statute of limitations. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

South Carolina Public Service Commission
Synergy Business Park
Saluda Building
101 Executive Center Dr., Suite 100
Columbia, SC 29210

2.5.4 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.5 Cancellations and Deferments

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30) business day grace period. If after thirty (30) business days the Customer still has not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges, including Nonrecurring Charges that would have been applied had the service been installed, may be applied. These cancellation and deferment provisions apply to requests for all Company services.

SECTION 2 - REGULATIONS (CONT'D.)

2.6 Discontinuance of Service

The Company may refuse or discontinue service, without incurring any liability, for any of the following reasons.

2.6.1 Service may be terminated for non-payment of a bill, provided that the telephone utility has made a reasonable attempt to effect collection and has given the Customer written notice that he has five (5) days in which to make settlement on his account or have his service disconnected. Service will be terminated only on Monday through Thursday between 8:00 am and 4:00 pm, unless provisions have been made to have someone available to accept payment and reconnect service.

2.6.2 Service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated, the Customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued.

A. Without notice where a dangerous condition exists for as long as the condition exists;

B. Where service is connected without authority by a person who has not made application for service or who has reconnected service following suspension of service for nonpayment;

C. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

D. For failure of the Customer to make proper application for service or for use of service for any property or purpose than that described in the application.

E. Without notice in the event of tampering with the equipment or services owned by the Company or its agents, or in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.

SECTION 2 - REGULATIONS (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.2 (Cont'd.)

F. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

G. Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company, before restoring service, requires the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

H. For Customer's breach of contract for service between the Company and the Customer.

I. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

2.6.3 Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately

SECTION 2 - REGULATIONS (CONT'D.)

2.7 Allowance for Service Interruption

Service interruptions that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

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

C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges as set forth in Section 4.1 for visits by Company agents or employees to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - REGULATIONS (CONT'D.)

2.7 Allowance for Service Interruption (Cont'd.)

2.7.2 No credit allowance will be made for any Service Interruption:

A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

D. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can obtain a service credit, use other means of communications provided by the Company, if available (pursuant to Section 2.7.3), or utilize another service provider;

E. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

F. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

G. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Other Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Service Interruptions

A. Credits for interruptions in service that is provided and billed for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

SECTION 2 - REGULATIONS (CONT'D.)

2.7 Allowance for Service Interruption (Cont'd.)

2.7.4 Application of Credits for Service Interruptions (Cont'd.)

B. For calculating credit allowances, every month is considered to have thirty (30) days.

C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

SECTION 2 - REGULATIONS (CONT'D.)

2.7 Allowance for Service Interruption (Cont'd.)

2.7.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

2.8.2 Resale and Sharing

SECTION 2.8.2 IS AVAILABLE ONLY TO CARRIERS THAT ARE CERTIFIED BY THE SOUTH CAROLINA PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the South Carolina Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

SECTION 2 - REGULATIONS (CONT'D.)

2.9 Cancellation of Service/Termination Liability

Customers may cancel service orally or in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected.

If a Customer cancels a Service Order Agreement or terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable in accordance with Section 2.5.

2.9.1 Termination Liability

The Customer's termination liability for cancellation of term or contract service shall be equal to:

A. all unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer; plus

B. any disconnection, early cancellation or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer; plus

C. ninety percent (90%) of the Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.

D. Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

SECTION 2 - REGULATIONS (CONT'D.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 To any subsidiary, parent company or affiliate of the Company; or

2.10.2 Pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 Pursuant to any financing, merger or reorganization of the Company.

SECTION 2 - REGULATIONS (CONT'D.)

2.11 Notices and Communications

2.11.1 The Customer shall designate on the Service Order Agreement the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.

2.11.2 The Company shall designate on the SOA an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.11.3 Except as otherwise stated in this tariff or the SOA, all notices or other communications required to be given pursuant to this tariff or the SOA will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12 Marketing

As a telephone utility under the regulation of the South Carolina Public Service Commission, the Company hereby asserts and affirms that as a reseller of intrastate 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 practices, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of any Company contracted telemarketer's 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 AREAS

3.1 Service Areas

Services are provided, subject to availability of facilities and equipment, throughout the State of South Carolina.

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Charges for Service Orders, Moves, Changes and Customer Premises Visits

	Base Charge	Additional Charge
Service Charge for Premises Visit:	ICB	ICB
Changes to Customer Definable Features		
First three (3) requests during a calendar month:	No Charge	NA*
Fourth (4th) and succeeding request during a calendar month:	ICB	NA
Moves of Existing Service:	NA	ICB
Record Order Change:	$50.00	NA

Notes:

1. ICB rates will be determined based upon the unique circumstances of each Customer.

2. Service Charges for Premises Visits apply to visits to the Customer's Premises by a Company employee, agent or contractor when the service difficulty or trouble report that initiated the visit results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

3. Additional Charges for Premises Visits apply to visits that take place outside of normal business hours, or during weekends or holidays.

4. Charges for Changes to Customer Definable Features include, but are not limited to, requests for changes to Customer 9-1-1 Routing Service Features. Charges apply based on the number of requests for changes, not the number of changes per request.

5. Record Order Change applies to Customer-initiated requests that involve changes in Company records.

* Not Applicable

SECTION 5 - SERVICES

5.1 9-1-1 Emergency Services

9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services that use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy E9-1-1 Selective Router) for call completion to the appropriate PSAP. 9-1-1 Emergency Services also provide services of call bridging and post call activity reporting.

9-1-1 Emergency Services include a data management and delivery service, 9-1-1 ALI Services. 9-1-1 ALI Services provide PSAPs control over ALI data management and reporting. 9-1-1 ALI Services offer features such as “drill down” metric reporting capabilities for wireline, wireless, and Voice over Internet Protocol (VoIP) 9-1-1 calls. The solution includes a web interface for data queries and MSAG management.

9-1-1 Emergency Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

9-1-1 Emergency Services are only available under contract with a minimum term agreement of one (1) year.

SECTION 5 – SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.1 9-1-1 Routing Service

9-1-1 Routing Service is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling control over 9-1-1 call routing operations. 9-1-1 Routing Services utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. 9-1-1 Routing Service delivers emergency calls from both traditional and TDM voice and IP-based networks.

West Safety 9-1-1 Routing facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each of the following call types:

Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise PBX over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider.

SECTION 5 – SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.1 9-1-1 Routing Service (Cont'd.)

A. 9-1-1 Routing Service Features

1. Automatic Number Identification (ANI)

ANI is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by the Company's 9-1-1 Emergency Services and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

2. 9-1-1 Routing Options

Selective Routing
The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

Trunk Only Routing
Inbound trunks can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

Default Routing
When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing
If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations.

SECTION 5 – SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.1 9-1-1 Routing Service (Cont'd.)

A. 9-1-1 Routing Service Features (Cont'd.)

3. 9-1-1 Transfer Options

Fixed Transfer
Fixed transfer is a feature that enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code.

Selective Call Transfer
Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system that dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN.

Manual Transfer
A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

Alternate Routing
The Overflow Call Disposition transfer feature enables the ability for callers to be terminated either to a previously designated alternate call center, a prerecorded message or to a busy tone when all PSAP trunks are busy.

4. Call Event Logging

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected.

SECTION 5 – SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.2 9-1-1 ALI Services

A. MSAG Management

9-1-1 Emergency Services include a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

B. MSAG Build Services

The Company facilitates the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) recommended standards.

C. English Language Translation (ELT) Management

ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the 9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer

D. ALI Record Management

ALI Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

E. ALI Database Updates

After processing and validating record updates, Company posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.

F. ANI/ALI Discrepancy Resolution

An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. West Safety will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.

SECTION 5 – SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.2 9-1-1 ALI Services (Cont'd.)

G. Misroute Resolution
An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. West Safety investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.

H. No Record Found (NRF) Resolution
An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. West Safety will resolve or refer each NRF to the respective TSP for resolution.

I. Local Number Portability (LNP) Processing
West Safety supports LNP, which allows Customers to switch from one TSP to another without changing their phone numbers.

J. ALI Delivery
ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

K. Data Support of Wireless and VoIP E9-1-1
Company database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

L. ALI Metrics Reporting
West Safety provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

SECTION 5 – SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.3 9-1-1 Exchange Access

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

5.1.4 ALI Data Access Connections

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

5.1.5 Diverse Facility Routing

Upon Customer request, and where facilities are available, Company will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities.

SECTION 5 – SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations

5.2.1. The 9-1-1 Emergency Services Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.

5.2.2. 9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.

5.2.3. 9-1-1 Emergency Services are not intended as a total replacement for the local telephone service of the various public safety agencies that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing call and receiving other calls.

5.2.4. Application for 9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

5.2.5. 9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.

5.2.6. The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.

SECTION 5 – SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

5.2.7. The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.

5.2.8. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

5.2.9. The Customer must furnish the Company its agreement to the following terms and conditions.

A. All 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.

B. The Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.

C. The Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.

D. The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

SECTION 5 – SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

5.2.10. When 9-1-1 ALI Services are provided, the Customer is responsible to:

A. Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.

B. Support the creation of a master address file for use in validating user address information and application of appropriate jurisdictional responsibility.

C. Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.

5.2.11. When the 9-1-1 Routing is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 5.2.10.C above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

5.2.12. After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

SECTION 5 – SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

5.2.13. The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of 9-1-1 ALI Services:

A. Such information shall be used by the Customer solely for the purpose of aiding the Customer in identifying, updating and/or verifying the addresses of 9-1-1 callers within the Customer's serving areas in connection with the Customer's provision of emergency response services.

B. Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.

C. Customer shall use due care in providing for the security and confidentiality of the information.

D. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

5.2.14. Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this tariff.

SECTION 5 – SERVICES (CONT'D.)

5.3 9-1-1 Emergency Services Rates and Charges

	Nonrecurring Charge	Monthly Charge
9-1-1 Routing Service	ICB	ICB
9-1-1 ALI Services	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
ALI Data Access Connections	ICB	ICB
Diverse Facility Routing	ICB	ICB

Notes:

1. Additional charges may apply for other Local Exchange Services under this tariff or by other local exchange carriers in connection with the provisioning of E9-1-1 service to the Customer.

2. 9-1-1 Routing Service and 9-1-1 ALI Services are provided as a package. Customer requests to obtain these services separately will be handled individually.

3 ICB pricing to be determined based upon unique service configuration requirements for each Customer including, but not limited to, term of agreement, volume of traffic served, and proximity of Customer to Company facilities.

SECTION 5 – SERVICES (CONT'D.)

5.4 Enterprise E9-1-1 Service

5.4.1 Description

Enterprise E9-1-1 Service is an offering that enables delivery of E9-1-1 calls originating from telephone stations/lines served by a multi-line private switch.

5.4.2 Enterprise E9-1-1 Service Regulations

A. Enterprise E9-1-1 Service is furnished subject to availability of facilities.

B. Customer is responsible for installation of sufficient voice grade facilities (minimum of two) to maintain a P.01 grade of service from the private switch location to Company's E911 network.

C. Customer's private switch must be capable of forwarding ANI of a station/line served by Customer's private switch to Company's network when 9-1-1 is dialed. This ANI may represent an individual station or group of stations located together.

D. Customer is responsible for verifying service address information of stations for insertion in the ALI database through MSAG provided by Company. Customer is responsible for coordinating with Company to provide address information in an industry standard format, and may provide telephone number and service address updates no more frequently than one time per day.

E. Enterprise E9-1-1 Service information consisting of name, address and telephone number of private switch users is confidential. Customer is permitted to provide private switch user sub-location information; e.g., floor, room number, apartment number, etc.

SECTION 5 – SERVICES (CONT'D.)

5.4 Enterprise E9-1-1 Service (Cont'd.)

5.4.2 Enterprise E9-1-1 Service Regulations, (Cont'd.)

F. Private switch users originating 9-1-1 calls using Company's Enterprise E9-1-1 Service forfeit the privacy afforded by nonlisted and nonpublished services offered by local exchange providers to the extent such information is furnished to the PSAP and/or to the Company.

G. Rates charged for Enterprise E9-1-1 Service do not include, and Company does not undertake, the tasks of constant inspection or monitoring of facilities to discover errors, defects or malfunctions in the service. It is the responsibility of Customer to conduct such operational tests as it deems necessary to determine if service is functioning properly for its use, and to report any errors, defects or malfunctions Customer discovers to the Company.

H. Company's liabilities for interruption, failure, errors, acts of omission or other occurrences related to the provision of Enterprise E9-1-1 Service shall be limited to the same extent as set forth elsewhere in this tariff regarding E9-1-1 Service.

I. Enterprise E9-1-1 Service information provided to a PSAP in connection with an emergency call shall be used solely for the purpose of public safety responding to emergency calls or to originate a call back to the party dialing 9-1-1.

SECTION 5 – SERVICES (CONT'D.)

5.4 Enterprise E9-1-1 Service, (Cont'd.)

5.4.3 Enterprise E9-1-1 Service Rates and Charges

	Nonrecurring Charge	Monthly Charge
Enterprise E9-1-1 Service Connection, each (minimum of two)	ICB	ICB
Database - Initial Installation	ICB	ICB
Database - Subsequent Addition of Station Records	ICB	ICB

Notes:

1. Separate charges, not specified in this tariff, are applicable for facilities used to connect from Customer's private switch to the Enterprise E9-1-1 Service Point of Connection on Company's network.

2. If Company is required to provide additional facilities from the Company's network to a PSAP or PSAPs in order to handle the E9-1-1 calls originating from Customer's private switch end users, the cost of such additional facilities will be the responsibility of Customer.

SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

A. Nonrecurring Charges;
B. Recurring Charges;
C. termination liabilities; or
D. combinations of (A), (B), and (C).

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

1. Equipment and materials provided or used;
2. Engineering, labor, and supervision;
3. Transportation; and
4. Rights of way and/or any required easements.

B. Cost of maintenance.

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

6.1 Special Construction (Cont'd.)

6.1.2 Basis for Cost Computation (Cont'd.)

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 cost for these items.

E. License preparation, processing, and related fees.

F. Tariff or Service Order Agreement 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 - SPECIAL ARRANGEMENTS (CONT'D.)

6.1 Special Construction (Cont'd.)

6.1.3 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 a Customer.

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

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

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
   (a.) equipment and materials provided or used;
   (b.) engineering, labor, and supervision;
   (c.) transportation; and
   (d.) rights of way and/or any required easements;
2. License preparation, processing, and related fees;
3. Tariff or Service Order 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.

C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.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 6.1.3.B preceding shall be adjusted to reflect the recalculated estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

D. Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

6.2 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or non service-affecting maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer, or prospective Customer, for service that falls within this Special Arrangements section. Rates developed in response to such requests may be different for tariffed service than those specified for such service in this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

SECTION 7 - PROMOTIONAL OFFERINGS

7.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the Nonrecurring or Recurring Charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. If required, the Company shall file promotions with the Commission for tariff approval prior to offering service at promotional rates

7.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a limited period of time.