



May 12, 2011  
Via Electronic Filing

Ms. Jocelyn Boyd, Chief Clerk & Administrator  
South Carolina Public Service Commission  
Synergy Business Park, Saluda Building  
101 Executive Center Dr., Suite 100  
Columbia, SC 29210

**RE: tw telecom of south carolina llc  
Access Service Tariff Revisions**

Dear Ms. Boyd:

Attached for filing please find the electronic copy of the Access Service Tariff No. 6 tariff revisions submitted on behalf of **tw telecom of south carolina llc**. The purpose of this filing is to update the tariff to reflect the current provisions and services being offered by the Company. This standardization is being done on a nationwide basis. No changes to state specific language have been made and no rate increases are included in this filing. The Company respectfully requests these tariff revisions to become effective on May 18, 2011. The following revised tariff pages are included:

|                                       |   |
|---------------------------------------|---|
| 1 <sup>st</sup> Revised Title Page    | Revises Title Page text   |
| 2 <sup>nd</sup> Revised Page 1        | Updates Check Sheet   |
| 1 <sup>st</sup> Revised Page 2        | Updates Table of Contents   |
| Original Page 2.1                     | Adds Subject Index  |
| 1 <sup>st</sup> Revised Pages 5 - 13  | Revises, deletes and adds definitions   |
| 1 <sup>st</sup> Revised Pages 16 - 17 | Revises Use of Service text   |
| 1 <sup>st</sup> Revised Pages 22 - 24 | Revises and deletes text to Billing and Payment section                       |
| 1 <sup>st</sup> Revised Page 25       | Revises, deletes Claims and Disputes language                                 |
| 1 <sup>st</sup> Revised Page 26       | Adds deposit language   |
| 1 <sup>st</sup> Revised Page 28       | Revises Interconnection text  |
| 1 <sup>st</sup> Revised Page 29       | Revises Liability of the Company text   |
| 1 <sup>st</sup> Revised Page 30       | Revises, deletes, adds text to Liability of the Customer                      |
| Original Page 30.1                    | Adds Liability of the Customer text   |
| 1 <sup>st</sup> Revised Page 31       | Adds, revises relocates Taxes and Surcharge text                              |
| Original Page 31.1                    | Adds, relocates Taxes and Surcharge text                                      |
| 2 <sup>nd</sup> Revised Page 32       | Deletes Local Charges, revises, adds, relocates Jurisdictional Reporting text |
| 1 <sup>st</sup> Revised Page 32.1     | Deletes and adds Jurisdictional Reporting text                                |
| 2 <sup>nd</sup> Revised Pages 33 - 34 | Deletes, revises, relocates Jurisdictional Reporting text                     |
| 1 <sup>st</sup> Revised Page 35       | Revises Obligations of the Customer text                                      |
| 1 <sup>st</sup> Revised Pages 37 - 38 | Revises, adds text to General section of Switched Access Service section      |
| 1 <sup>st</sup> Revised Pages 40 - 43 | Revises text for General section of Switched Access Service section           |
| 1 <sup>st</sup> Revised Page 44 - 47  | Deletes and revises Rate Categories section text                              |
| 1 <sup>st</sup> Revised Pages 48 - 50 | Deletes 500/900 Access Service  |
| 1 <sup>st</sup> Revised Pages 51 - 52 | Revises, deletes Inward Operator Services text                                |
| 1 <sup>st</sup> Revised Page 53       | Revises Operator Pass-through Service text                                    |
| 1 <sup>st</sup> Revised Page 54       | Deletes Wireless Termination Service  |
| 1 <sup>st</sup> Revised Page 55       | Deletes Interconnection & Termination of Local Exchange Carrier Traffic       |
| 1 <sup>st</sup> Revised Page 56       | Revises Section 4, Switched Access Service text, deletes Service Initiation   |

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|---------------------------------------|---|
| 1 <sup>st</sup> Revised Page 57       | Revises Section 4 Switched Access Service text                                |
| 1 <sup>st</sup> Revised Page 58       | Deletes 500/900 Access Service text and rates                                 |
| 1 <sup>st</sup> Revised Page 59       | Revises, deletes Section 4, Switched Access Service text                      |
| 1 <sup>st</sup> Revised Page 60       | Revises Section 4, Switched Access Service text, deletes, adds rates, charges |
| 1 <sup>st</sup> Revised Page 61       | Deletes Wireless Service Termination rates                                    |
| 1 <sup>st</sup> Revised Page 62       | Revises Carrier Identification Code Opening Charge text                       |
| 1 <sup>st</sup> Revised Page 63       | Revises Section 5 - Customer Specific Contracts text                          |
| 1 <sup>st</sup> Revised Pages 64 - 66 | Revises Section 6 - Telecommunications Services Priority text                 |

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

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

Sincerely,



Connie Wightman  
Consultant

CW/bc

cc: Tammy Chatfield, tw telecom (transmittal only)  
cc: C. Dukes Scott, Executive Director, SC Public Service Commission  
file: tw telecom - SC - Access  
tms: SCA1102

**tw telecom of south carolina llc**  
Issued by: Carolyn Ridley, VP - Regulatory Affairs  
[carolyn.ridley@twtelecom.com](mailto:carolyn.ridley@twtelecom.com)  
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South Carolina PSC Tariff No. 6  
1<sup>st</sup> Revised Title Page  
Cancels Original Title Page

(T)

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ACCESS SERVICE TARIFF

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**This tariff, tw telecom of south carolina llc, South Carolina PSC Tariff No. 6,  
replaces in its entirety  
Time Warner Telecom of South Carolina LLC, South Carolina PSC Tariff No. 2.**

TITLE PAGE

ACCESS SERVICES TARIFF

OF

**tw telecom of south carolina llc**

This tariff, filed with the South Carolina Public Service Commission, contains the rates, terms and conditions applicable to the provision of Customer services provided by **tw telecom of south carolina llc** within the State of South Carolina.

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SCa1102

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CHECK SHEET

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

| PAGE  | REVISION                |   | PAGE | REVISION                |   | PAGE | REVISION                |   |
|-------|-------------------------|---|------|-------------------------|---|------|-------------------------|---|
| Title | 1 <sup>st</sup> Revised | * | 26   | 1 <sup>st</sup> Revised | * | 50   | 1 <sup>st</sup> Revised | * |
| 1     | 2 <sup>nd</sup> Revised | * | 27   | Original                |   | 51   | 1 <sup>st</sup> Revised | * |
| 2     | 1 <sup>st</sup> Revised | * | 28   | 1 <sup>st</sup> Revised | * | 52   | 1 <sup>st</sup> Revised | * |
| 2.1   | Original                | * | 29   | 1 <sup>st</sup> Revised | * | 53   | 1 <sup>st</sup> Revised | * |
| 3     | Original                |   | 30   | 1 <sup>st</sup> Revised | * | 54   | 1 <sup>st</sup> Revised | * |
| 4     | Original                |   | 30.1 | Original                | * | 55   | 1 <sup>st</sup> Revised | * |
| 5     | 1 <sup>st</sup> Revised | * | 31   | 1 <sup>st</sup> Revised | * | 56   | 1 <sup>st</sup> Revised | * |
| 6     | 1 <sup>st</sup> Revised | * | 31.1 | Original                | * | 57   | 1 <sup>st</sup> Revised | * |
| 7     | 1 <sup>st</sup> Revised | * | 32   | 2 <sup>nd</sup> Revised | * | 58   | 1 <sup>st</sup> Revised | * |
| 8     | 1 <sup>st</sup> Revised | * | 32.1 | 1 <sup>st</sup> Revised | * | 59   | 1 <sup>st</sup> Revised | * |
| 9     | 1 <sup>st</sup> Revised | * | 33   | 2 <sup>nd</sup> Revised | * | 60   | 1 <sup>st</sup> Revised | * |
| 10    | 1 <sup>st</sup> Revised | * | 34   | 2 <sup>nd</sup> Revised | * | 61   | 1 <sup>st</sup> Revised | * |
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| 12    | 1 <sup>st</sup> Revised | * | 36   | Original                |   | 63   | 1 <sup>st</sup> Revised | * |
| 13    | 1 <sup>st</sup> Revised | * | 37   | 1 <sup>st</sup> Revised | * | 64   | 1 <sup>st</sup> Revised | * |
| 14    | Original                |   | 38   | 1 <sup>st</sup> Revised | * | 65   | 1 <sup>st</sup> Revised | * |
| 15    | Original                |   | 39   | Original                |   | 66   | 1 <sup>st</sup> Revised | * |
| 16    | 1 <sup>st</sup> Revised | * | 40   | 1 <sup>st</sup> Revised | * | 67   | Original                |   |
| 17    | 1 <sup>st</sup> Revised | * | 41   | 1 <sup>st</sup> Revised | * | 68   | Original                |   |
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| 20    | Original                |   | 44   | 1 <sup>st</sup> Revised | * |      |                         |   |
| 21    | Original                |   | 45   | 1 <sup>st</sup> Revised | * |      |                         |   |
| 22    | 1 <sup>st</sup> Revised | * | 46   | 1 <sup>st</sup> Revised | * |      |                         |   |
| 23    | 1 <sup>st</sup> Revised | * | 47   | 1 <sup>st</sup> Revised | * |      |                         |   |
| 24    | 1 <sup>st</sup> Revised | * | 48   | 1 <sup>st</sup> Revised | * |      |                         |   |
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SECTION 1 - ABBREVIATIONS AND DEFINITIONS

(D)  
(D)

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

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

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

Access Tandem - An Exchange Carrier's switching system that provides a traffic concentration and distribution function for originating or terminating traffic between local switching centers and a Customer's premises.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code and/or operating company number (OCN) and/or carrier identification code (CIC) billed to the same Customer address. (T)  
(T)

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

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

(D)  
(D)

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

Carrier or Common Carrier - Provider of telecommunications services for hire. See also Interexchange Carrier or Exchange Carrier. (T)

Carrier Access Code - A uniform seven (7) digit code assigned to an individual carrier. The seven (7) digit code has the form 950-xxxx or 101-xxxx. (N)  
(N)

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

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

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

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

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

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

Collocation - Carrier facilities and/or equipment located in the local exchange carrier's central offices. (T)

Commission – The South Carolina Public Service Commission.

Company - **tw telecom of south carolina llc**, the issuer of this tariff.

Constructive Order - Delivery of calls to or acceptance of calls from the company's end user locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase access services as described herein. Similarly the selection by a company's end user of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer. (T)  
(T)

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

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

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

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

Customer-Designated Premises - The premises specified by the Customer for the origination or termination of Access Services.

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

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

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

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

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

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

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

End User - Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to or uses intrastate service provided by a Carrier. (T)  
(T)

Entry Switch - The first point of switching.

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

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

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

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

FCC – Federal Communications Commission.

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

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

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

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

Hub - The Company office where Customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends. (T)

Interconnected Wholesale Provider - A company which sells, installs and maintains telephone systems for end users that interconnects its network to other telecommunication carriers networks for the delivery of telecommunication services. (T) | (T)

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

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

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

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

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

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

Intrastate - For purposes of this tariff, the term Intrastate applies to the regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate. (T)

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

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

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

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

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

(D)

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

- Message - A message is a Call as defined above. (D)
- Network – Those telecommunication facilities operated by the Company, and excludes any telecommunication facilities that are operated by other telecommunication providers. (T)
- Network Services - The Company's telecommunications Access Services. (T)
- Nonrecurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees. (D)
- OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps. (D)
- OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps. (D)
- Off-Hook - The active condition of switched access or a telephone exchange service line.
- Off-Net - A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.
- On-Hook - The idle condition of switched access or a telephone exchange service line.
- On-Net - A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.
- Originating Direction - The use of Switched Access Service for the origination of calls from an end user or Customer premises to an IXC premises or to another Local Exchange Carrier or CMRS provider. (T)
- ORS – South Carolina Office of Regulatory Staff.
- Out of Band Signaling - An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path. (T)

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

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

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between company communications facilities and Customer-provided facilities as described in Part 68 of the Federal Communications Commission's Rules & Regulations.

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

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

(T)  
(T)

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

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

Service Order - The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

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

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

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

Shared Facilities - A facility or equipment system or subsystem which can be used simultaneously by several Customers. (T)

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

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

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

Special Access - See Dedicated Access.

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

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time. (T)

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction - the use of Access Service for the completion of calls from an IXC or Carrier premises to an end user or customer premises. (T)

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

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

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

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

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

2.4 Use of Service, (Cont'd.)

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

2.4.7 At the expiration of the initial term specified in each Service Order, or in any extension thereof, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination including, but not limited to, any fees for early termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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2.4.8 Non-Routine Installation

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

(T)

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

2.4 Use of Service, (Cont'd.)

2.4.9 Special Construction

Subject to the agreement of the Company and to the terms 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 construction undertaken and characterized by one or more of the following: (T)

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed; (T)
- B. of a type other than that which the Company would normally utilize in the furnishing of its services; (T)
- C. over a route other than that which the Company would normally utilize in the furnishing of its services; (T)
- D. in a quantity greater than that which the Company would normally construct; (T)
- E. involving abnormal costs; (T)
- F. on an expedited basis (N)
- G. on a temporary basis until permanent facilities are available; or (T)
- H. in advance of its normal construction. (D)

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

2.4.10 Ownership of Facilities

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

Issue Date: May 13, 2011

Effective Date: May 18, 2011

ACCESS SERVICE TARIFF

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

2.9 Billing and Payments

2.9.1 All bills for service provided to the Customer by the Company are due and payable on the due date printed on the invoice ("Due Date"), which is one day prior to the date of the next monthly invoice, and are payable in immediately available funds. (T) | (T) (D) | | | | | | | | (D)

A. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in 1) a paper format, 2) on CD-ROM, or 3) via electronic transmission. Such bills are due on the Due Date regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period of service will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill. (T) (T) (T)

B. The Company may assess charges for provisioning of additional copies of bills. See Section 4 for applicable rates and charges. (T) (T)

C. The Company, upon request of call detail records, including but not limited to, intraLATA toll free and intrastate access and resale services, may assess charges for the provisioning of these records. The call detail records will be in Exchange Message Interface (EMI) Industry format. See Section 4 for applicable rates and charges. (T) (T) (T)

Issue Date: May 13, 2011

Effective Date: May 18, 2011

ACCESS SERVICE TARIFF

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

2.9 Billing and Payments, (Cont'd.)

2.9.1 (Cont'd.)

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(D)

D. Further, if any portion of the payment is received by the Company after the payment Due Date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, a late payment penalty shall be due the Company. Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount. The late payment penalty, not to exceed the rate allowed per South Carolina Regulation 103-622.2 shall be a portion of the payment not received by the payment due date times a late factor. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

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

(T)  
  
(T)

Issue Date: May 13, 2011

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ACCESS SERVICE TARIFF

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

2.9 Billing and Payments, (Cont'd.)

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

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

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

B. Usage Rates: Usage rates are rates that are applied on a per unit of measure basis such as per access minute or per query. Usage rates are accumulated over a monthly period. (T)  
(T)

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

1. Installation of Service: Nonrecurring charges apply to each Access Service installed. The charge is applied per line or trunk. (T)

Issue Date: May 13, 2011

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ACCESS SERVICE TARIFF

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

2.10 Claims and Disputes

Objections to billed charges must be reported to the Company within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-829-0420. The Company shall make adjustments to the Customer's invoice to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

2.10.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in Section 2.9.

(D)  
(D)

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

(T)

2.10.4 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer must, within five (5) business days following written, electronic or telephonic notice of the resolution, pay the disputed amount including the late penalty as set forth in Section 2.9.

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

(T)

Issue Date: May 13, 2011

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ACCESS SERVICE TARIFF

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

2.11 Payment of Deposits

2.11.1 The Company reserves the right to require a deposit as a condition to the initial provision of Services or as a condition to the continued provision of Services, as provided in South Carolina Regulation 103-621.2. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service. The deposit is to be held by the Company as a guarantee of the payment of rates and charges.

(N)

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

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

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

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

(N)

Issue Date: May 13, 2011

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ACCESS SERVICE TARIFF

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

2.13 Interconnection

2.13.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company.

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

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

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(T)

Issue Date: May 13, 2011

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ACCESS SERVICE TARIFF

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

2.14 Liability of the Company

- 2.14.1 The liability of the Company, or any other common carrier or other service provider that furnishes any portion of the Company's services, for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities or equipment (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) will not exceed an amount equal to the MRC (calculated on a proportionate basis) for the affected service during the period which such error, mistake, omission, interruption or delay occurs. The extension of such allowances shall be the sole remedy of the Customer and the sole liability of the Company. (T)
- 2.14.2 The Company will not be liable at any time or under any circumstance for indirect, consequential, special incidental, reliance, special, punitive or consequential damages (including, without limitation, harm to business, lost revenues, lost savings, lost opportunity, harm to business or loss of profits) in connection with services rendered to the Customer under this tariff. (T)
- 2.14.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or other service provider or their respective agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees. (T)
- 2.14.4 The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by strike or other labor problems, power fluctuations, surges or failures, national emergencies, insurrections, acts of God, war, fire, flood, adverse weather conditions, explosion, vandalism, acts of terrorism, riots, government authorities, cable cut, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, or other causes beyond the Company's control.
- 2.14.5 The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer or who furnishes facilities or services connected with or provided in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer. (T)

Issue Date: May 13, 2011

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ACCESS SERVICE TARIFF

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

2.15 Liability of the Customer

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(D)

2.15.1 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, directors, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

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2.15.2 Indemnification by the Customer

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The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for (i) libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer's end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement. The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer. Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

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ACCESS SERVICE TARIFF

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

2.15 Liability of the Customer, (Cont'd.)

- 2.15.3 Customer-Provided Equipment - The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-Provided equipment or premises wire. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at the prevailing rate. (N)
- 2.15.4 Use of Facilities of Other Companies - When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company. (N)

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ACCESS SERVICE TARIFF

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

2.16 Taxes and Surcharges

2.16.1 Taxes, Fees and Surcharges

“Tax” or “Taxes” means any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed or sought to be imposed, on or with respect to purchases by Customer or for the Company’s use of public streets or rights of way, which the Company is required or permitted by law or tariff to collect from Customer; provided, however, that the term “Tax” will not include any tax on the Company’s corporate existence, status, income, corporate property or payroll taxes.

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

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Taxes and surcharges assessed on bundled services are based upon a model configuration of the product elements. Details are available upon Customer request.

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(M) – Certain material previously located on this page can now be found on Page 31.1

Issue Date: May 13, 2011

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ACCESS SERVICE TARIFF

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

2.16 Taxes and Surcharges, (Cont'd.)

2.16.1 Taxes, Fees and Surcharges, (Cont'd.)

(N)

If Customer claims an exemption for any Taxes, Customer must provide the Company with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to the Company until it provides a valid exemption certificate. If applicable law exempts a service from a Tax, but does not also provide an exemption procedure, the Company will not collect such Tax if Customer provides a letter signed by one of its officers; (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold the Company harmless from any tax, interest, penalties, loss, cost or expense asserted against the Company as a result of its not collecting the Taxes from Customer.

(N)

2.16.2 Universal Service Fund Charge

(M)

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

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

- Nonrecurring charge for Presubscribed Interexchange Carrier
- Primary Interexchange Carrier Charge

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

(M)

(M) – Certain material found on this page was previously located on Page 31.

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ACCESS SERVICE TARIFF

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

2.17 [Reserved for Future Use]

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2.18 Jurisdictional Reporting

2.18.1 Switched Access Services

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For purposes of determining the jurisdiction of Switched Access Services (originating toll free and terminating traffic), to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between interstate and intrastate until a revised report is received as set forth herein.

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To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PIU, the Company shall allocate unidentifiable minutes subject to the PIU as 50 percent interstate traffic and 50 percent intrastate traffic.

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(D)

Based on distribution of traffic (identifiable, Customer based PIU, Default PIU), the Company may derive an aggregated factor.

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2.18.2 IntraLATA Toll Usage

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For purposes of determining the jurisdiction of IntraLATA Toll Usage termination, to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating Intralata Toll minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

(M) – Certain material previously found on this page is now located on Page 33.



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ACCESS SERVICE TARIFF

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

2.18 Jurisdictional Reporting, (Cont'd.)

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2.18.3 Jurisdictional Reporting Timelines

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The Customer shall provide to the Company, to be received no later than 15 days after the end of each quarter, a revised report reflecting the aforementioned factors, as applicable, for the past 3 months, for each service arranged for use, based solely on the traffic originating from or terminating to the Company. The quarterly report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for services where reports are needed, the Company will assume the percentages to be the same as was previously provided in the most recent report(s).

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(M) – Certain material found on this page was previously located on Page 32.

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ACCESS SERVICE TARIFF

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

2.18 Jurisdictional Reporting, (Cont'd.)

2.18.4 Jurisdictional Reports Verification

(T)

If a billing dispute arises or a regulatory commission questions any of the factors, the Customer will provide the data issued to determine the applicable factor. The Customer will supply the data within 30 days of the Company request.

(T)

(T)

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

(T)

In the event that an audit reveals that any Customer reported factor was incorrect, the Company shall apply the audit results to jurisdictionalize the usage, as applicable, affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 12 months. Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds by the due date printed on the invoice.

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(C)

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Should an audit reveal that the misreported factors resulted in an underpayment of usage charges to the Company of five percent or more of the total usage charges, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.

(T)

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

Issue Date: May 13, 2011

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ACCESS SERVICE TARIFF

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

2.19 Obligations of the Customer

2.19.1 Damages

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

2.19.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2.19.3 Equipment Space and Power

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

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ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a Customer's premises and an end user's premises. It provides for the use of common and dedicated terminations, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate or terminate calls from an end user's premises to a Customer's premises in the LATA where it is provided. When the Customer is a CMRS provider, Switched Access Service rates apply for all interMTA traffic.

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

The application of rates for Switched Access Service is described in Section 4 following. Rates and charges for services other than Switched Access Service, i.e., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

Arrangements for indirect or direct interconnection by Local Exchange Carriers, Competitive Local Exchange Carriers, Wireless Providers (Commercial Mobile Radio Services (CMRS) and Personal Communications Services (PCS)) and Interconnected Wholesale Providers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis, provided that, in cases where no agreement is in place for completion of such calls, the Company may charge one of the following rates: the state authorized UNE Switching rate(s) or the rate being charged by the other carrier for the Company's traffic terminating on the other carrier's network.

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3.1.1 Ordering Conditions

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

(T)

Issue Date: May 13, 2011

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ACCESS SERVICE TARIFF

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

3.1 General, (Cont'd.)

3.1.2 Access Service Intervals

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

Standard Interval

Negotiated Interval

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

A. Standard Interval

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

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ACCESS SERVICE TARIFF

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

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications

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

A. Service Commencement Date Changes

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

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

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 4. (T)

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ACCESS SERVICE TARIFF

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

3.1 General, (Cont'd.)

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

B. Design Change Charge

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

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 4, are in addition to a Service Date Change Charges that may apply.

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

3.1 General, (Cont'd.)

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

C. Expedited Order Charge

When placing an Access Order for services(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedited Order Charge will apply. (T)

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

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

3.1 General, (Cont'd.)

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

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

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Order Charge will not apply. (T)

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

In the event the Customer cancels an expedited request, the Expedited Order Charge will be added to all applicable Cancellation Charge specified herein. (T)

In the event the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedited Order Charge will still apply. (T)

An Expedited Order Charge will not be applied to orders expedited for Company reasons. (T)

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

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

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

3.2 Rate Categories

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

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

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

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

- Tandem Switching
- Transport
- 8XX Database Query

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

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

3.2 Rate Categories, (Cont'd.)

3.2.1 Carrier Common Line

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

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3.2.2 Local Switching

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

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

3.2.3 Transport

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

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- Transport - Termination
- Transport - Facility
- Interconnection Charge

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

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

3.2 Rate Categories, (Cont'd.)

3.2.3 Transport, (Cont'd.)

A. Transmission Paths

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

B. Interconnection

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

3.2.4 Tandem Switching

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

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

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3.2.5 8XX Data Base Query Service

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

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

3.2 Rate Categories, (Cont'd.)

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

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

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

3.2 Rate Categories, (Cont'd.)

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

3.2 Rate Categories, (Cont'd.)

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

3.2 Rate Categories, (Cont'd.)

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ACCESS SERVICE TARIFF

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

3.2 Rate Categories, (Cont'd.)

3.2.7 Inward Operator Services (T)

A. General

Where available, Inward Operator Services enable Customers to be connected to the Company's operator services switch for the purpose of providing operator services to their end users. (T)

B. Service Description

1. Busy Line Verification (BLV)

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

2. Busy Line Verification/Interrupt (BLVI)

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

C. Specifications

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

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

3.2 Rate Categories, (Cont'd.)

3.2.7 Inward Operator Services, (Cont'd.)

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D. Undertaking of Company

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

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1. The Company will provide BLV and BLVI for telephone numbers in its operating territory.
2. The Company operator will respond to one telephone number per call on requests for BLV or BLVI.
3. The Company will designate which operator service switch serves which NXX's and make such information available to the Customer.

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**ACCESS SERVICE TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.2 Rate Categories, (Cont'd.)****3.2.8 Operator Pass-through Service**

(T)

**A. General**

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

**B. Service Description**

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

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

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

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

3.3 [Reserved for Future Use]

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

3.4 [Reserved for Future Use]

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ACCESS SERVICE TARIFF

SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.1 Service Implementation

Installation Charge (Per Trunk)

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

4.1.2 Change Charges (per order)

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

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

4.1 Switched Access Service, (Cont'd.)

4.1.3 Cancellation Charges (per order) (T)

Cancellation charge

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4.1.4 Direct Connect Charges: (T)

| <u>Entrance Facility</u> | <u>Current<br/>Monthly Recurring Charges</u> | <u>Maximum<br/>Monthly Recurring Charges</u> |
|--------------------------|--|--|
| 2-wire                   | \$25.00                                      | \$50.00                                      |
| 4-wire                   | \$45.24                                      | \$90.48                                      |
| per DS1                  | \$133.81                                     | \$267.62                                     |
| per DS3                  | \$2,100.00                                   | \$4,200.00                                   |

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

4.1 Switched Access Service, (Cont'd.)

[Reserved for Future Use]

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

4.1 Switched Access Service, (Cont'd.) (T)

4.1.5 Switching, Transport and Network Elements (T)

| <u>Rate Element</u>               | <u>Current</u><br><u>Access Rate</u><br><u>Per Minute</u><br><u>of Use</u><br><u>Operating Company No.</u><br><u>7273*</u> | <u>Maximum</u><br><u>Access Rate</u><br><u>Per Minute</u><br><u>of Use</u><br><u>Operating Company No.</u><br><u>7273*</u> | <u>Current</u><br><u>Access Rate</u><br><u>Per Minute</u><br><u>of Use</u><br><u>Operating Company No.</u><br><u>5344</u> | <u>Maximum</u><br><u>Access Rate</u><br><u>Per Minute</u><br><u>of Use</u><br><u>Operating Company No.</u><br><u>5344</u> |     |
|-----------------------------------|--|--|---|---|-----|
| Carrier Common Line (Originating) | \$0.00333  | \$0.00666  | \$0.00581   | \$0.01162   | (T) |
| Carrier Common Line (Terminating) | \$0.00333  | \$0.00666  | \$0.00662   | \$0.01324   | (D) |
| Local Switching (Originating)     | \$0.00787  | \$0.01574  | \$0.010167  | \$0.01808   | (D) |
| Local Switching (Terminating)     | \$0.00787  | \$0.01574  | \$0.010167  | \$0.01808   | (D) |

4.1.6 Switching and Transport Elements (T)

| <u>Transport</u>                 | <u>Current</u><br><u>Access Rate</u><br><u>Per Minute</u><br><u>of Use</u><br><u>Operating Company No.</u><br><u>7273*</u><br><u>(Originating and Terminating)</u> | <u>Maximum</u><br><u>Access Rate</u><br><u>Per Minute</u><br><u>of Use</u><br><u>Operating Company No.</u><br><u>7273*</u><br><u>(Originating and Terminating)</u> | <u>Current</u><br><u>Access Rate</u><br><u>Per Minute</u><br><u>of Use</u><br><u>Operating Company No.</u><br><u>5344</u><br><u>(Originating and Terminating)</u> | <u>Maximum</u><br><u>Access Rate</u><br><u>Per Minute</u><br><u>of Use</u><br><u>Operating Company No.</u><br><u>5344</u><br><u>(Originating and Terminating)</u> |     |
|----------------------------------|--|--|---|---|-----|
| - Termination (each), per minute | \$0.000360   | \$0.000720   | \$0.00041   | \$0.00082   | (T) |
| - Facility, per minute per mile  | \$0.000040   | \$0.000080   | \$0.00025   | \$0.00050   | (T) |
| Interconnection Charge           | \$0.004392   | \$0.008782   | \$0.00000   | \$0.01000   |     |
| Tandem Switching, per minute     | \$0.000740   | \$0.001480   | \$0.001127  | \$0.002254  |     |

\* - Former Xspedius Management Company

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

4.1 Switched Access Service, (Cont'd.) (T)

4.1.7 Direct-Trunked Transport (T)

Refer to the Company's Private Line Tariff, South Carolina Tariff No. 9, for full descriptions and rates associated with Dedicated Capacity Services. (T)

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4.1.8 Other Switched Access Charges (T)

| <u>Rate Element</u>  | <u>Current Access</u><br><u>Rate</u> | <u>Maximum Access</u><br><u>Rate</u> | (T) |
|--|--------------------------------------|--------------------------------------|-----|
| A. 8XX Data Base   | \$0.003650                           | \$0.00730                            |     |
| 8XX CIC or POTS Query - per Query (OCN 7273*)              | \$0.003830                           | \$0.007660                           |     |
| 8XX CIC or POTS Query - per Query (OCN 5344)               | \$0.004350                           | \$0.008700                           | (D) |
|  |                                      |                                      | (D) |
| B. LRN Query of Last Resort – per Query                    | \$0.06                               | \$0.12                               | (N) |
|  |                                      |                                      | (D) |
|  |                                      |                                      |     |
|  |                                      |                                      |     |
|  |                                      |                                      |     |
|  |                                      |                                      | (D) |
| C. BNA (Billing Name & Address) per 10-digit ANI requested | \$0.2000                             | \$0.4000                             | (T) |
| D. Media Options Charges                                   |                                      |                                      | (T) |
|  |                                      |                                      | (D) |
| Electronic Data Transfer (per record transferred)          | \$0.003                              | \$0.006                              | (N) |
| CD or Email, per record                                    | \$0.003                              | \$0.006                              |     |
| Invoice Provisioning, per invoice                          | \$15.00                              | \$15.00                              | (N) |
| D. Automatic Number Identification (ANI)                   |                                      |                                      | (T) |
| Per ANI delivered  | \$0.000080                           | \$0.000160                           | (T) |

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

[Reserved for Future Use]

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

4.2 Carrier Identification Code Opening Charge (T)

4.2.1 General (T)

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

4.2.2 Rates and charges (T)

|                           | <u>Current</u>             | <u>Maximum</u>             |
|---------------------------|----------------------------|----------------------------|
|                           | <u>Nonrecurring Charge</u> | <u>Nonrecurring Charge</u> |
| CIC/ASR Charge per switch | \$50.00                    | \$50.00                    |

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ACCESS SERVICE TARIFF

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SECTION 5 - CUSTOMER SPECIFIC CONTRACTS

5.1 General

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

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

Contract terms and conditions pursuant to this section are available to any similarly situated Customer that places an order within 90 days of the contract effective date. Contracts for South Carolina intrastate service will be made available to the ORS upon request. (T)  
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ACCESS SERVICE TARIFF

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SECTION 6 - TELECOMMUNICATIONS SERVICE PRIORITY

6.1 General

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

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6.2 Ordering

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

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

(T)

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

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

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

6.3 Provisioning Priority

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

6.4 Restoration Priority

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

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

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

## 6.5 Obligations of the Customer

- 6.5.1 In all instances, the Customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the Company. (T)
- 6.5.2 Only the Customer or its authorized agent as indicated in a letter of agency on file with the Company is allowed to order TSP system service. (T)
- 6.5.3 All points of a multipoint service configuration must have the same restoration priority assignment and must satisfy the requirement of that assignment.
- 6.5.4 In obtaining TSP system service, the Customer consents to the release of certain information by the company to the federal government in order to maintain and administer the TSP System. Such information includes: the Customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service identification number associated with the NS/EP service.
- 6.5.5 The Company will attempt to notify the Customer of expected charges. The Customer when invoking NS/EP treatment, recognizes that quoting charges and obtaining permission beforehand may not be practicable and may cause unnecessary delays and, as a result, grants the Company the right to quote and bill charges after provisioning the service. (T)
- 6.5.6 During certain emergencies the Customer may request TSP assignments verbally and the company will accept such verbal notifications. The Customer must submit a written order to the Company within two working days following the verbal request. If the written order is not received within two working days, all applicable rates and charges accumulated to date to provision TSP System service become immediately due and payable and the requested TSP priority is revoked. (T)  
(T)
- 6.5.7 The Customer must request and justify revalidation of all priority level assignments at least every three years. (T)
- 6.5.8 Additionally, the NCS manual 3-1-1, "Telecommunications service Priority (TSP) System for National Security Preparedness (NS/EP Service User manual)" prescribes specific conditions which warrant NS/EP treatment and related procedures. (T)  
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(T)