

Interstate FiberNet, Inc.
d/b/a EarthLink Carrier
Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

South Carolina Tariff No. 4
Original Title Page

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INTEREXCHANGE SERVICES

*This tariff, Interstate FiberNet, Inc. d/b/a EarthLink Carrier South Carolina Tariff No. 4,
replaces in its entirety
Interstate FiberNet, Inc. South Carolina Tariff No. 2*

INTRASTATE RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES
AND DIGITAL PRIVATE LINE SERVICES TARIFF

This tariff contains rules, regulations, descriptions and rates for intrastate resale interexchange telecommunications services and point-to-point, digital private line services furnished by Interstate FiberNet, Inc. d/b/a EarthLink Carrier, with principal offices at 1375 Peachtree Street, Level A, Atlanta, Georgia 30309, between points within the state of South Carolina. This tariff is on file with the South Carolina PSC and copies can be inspected at the Company's principal address.

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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 | |
|-------|----------|---|------|----------|---|
| Title | Original | * | 26 | Original | * |
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* - indicates those pages included with this filing

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.a.
 - 2.1.1.A.1.a.1.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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SERVICE AREA

Interstate FiberNet, Inc. d/b/a EarthLink Carrier requests authority to provide intrastate service throughout the state of South Carolina.

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SECTION 1 - TECHNICAL TERM AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to an Interstate FiberNet, Inc. d/b/a EarthLink Carrier switching center or point of presence.

Authorization code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

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

Company or Carrier - Interstate FiberNet, Inc., d/b/a EarthLink Carrier unless otherwise clearly indicated by the context.

Customer - A communications common carrier (including interexchange carrier, local exchange carrier, cellular service provider, alternate access provider, etc.) that is responsible for the payment of charges and for compliance with this tariff and normally orders, cancels, or amends service.

Customer Dialed Calling Card Call - A Calling Card Call which does not require intervention by an attended operator position to complete.

Customer or End User - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the company's tariff.

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SECTION 1 - TECHNICAL TERM AND ABBREVIATIONS (CONT.D.)

Debit Card Service - Service which allows Customers to prepay for calls made over the Interstate FiberNet, Inc. d/b/a EarthLink Carrier network, and charge calls against the Debit Card until the prepaid amount is depleted.

DS1 Service - Allows for the transmission of digital signals at speeds up to 1.544 Mbps.

DS3 Service - Allows for the transmission of digital signals at speeds up to 44.736 Mbps.

DS3 to DS1 Multiplexed - An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, the customers presubscribe their telephone line(s) to their preferred interLATA carrier.

LEC - Local Exchange Company.

Local Distribution Channel Provider - Includes, but is not limited to, local exchange carriers, alternate access vendors, competitive access providers, network companies, common carriers, or companies affiliated with the above companies.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's Operator Services.

Operator Service Charge - A non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted Call.

Operator Services - Any intrastate telecommunications service that includes, as a component, any automatic or live assistance to a User to arrange for billing or completion, or both, of an intrastate telephone call.

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SECTION 1 - TECHNICAL TERM AND ABBREVIATIONS (CONT.D.)

Points of Presence (POP) - A point on the Company's system where the inter office channels and local distribution facilities are terminated.

PSC - South Carolina Public Service Commission.

Special Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Special Service - Is any service whereby the Company is required to incur unusual costs for construction, engineering, labor, maintenance, provisioning, purchases, or other related costs in order to provide a service to the Customer.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company services and facilities are furnished for intrastate communications originating at specified points within the state of South Carolina under the terms of this tariff. Intrastate service is offered in conjunction with interstate service.

The Company installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. When authorized by the customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company. The Customer shall be responsible for all charges due for such service arrangements.

The Company's services and facilities are provided on a monthly basis unless otherwise stated, and are available twenty-four hours per day, seven days per week.

2.2 Interconnection

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

2.3 Deposits

The Company may require a deposit from the Customer in accordance with existing PSC rules and regulations.

2.4 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

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INTEREXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Taxes

The rates quoted in this tariff do not include federal excise, state sales, use, local, access or other taxes or similar liabilities. The Customer is responsible for payment of these taxes and any other similar liabilities, which are billed as separate line items. In addition, all services billed to a Customer location in any state that imposes a gross receipts or similar tax upon the Company with respect to such interstate and/or intrastate services will be subject to a surcharge in the amount of such tax. Any taxes imposed by a local jurisdiction (e.g., gross receipts tax, county and municipal taxes, including but not limited to franchise fees and license fees) will only be recovered from those Customers located in the affected jurisdiction.

2.6 Payment for Service

All charges due by the Customer are payable to the Company or to any agency duly authorized to receive payment. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies. Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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INTEREXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Payment Arrangements

- 2.7.1 The customer is responsible for the payment of all charges for equipment or services furnished to the Customer or a user authorized by the Customer.
- 2.7.2 For the purpose of billing, the start of service date shall begin on the Requested Service Date contained in the Service Order or at the time the transmission capacity thereunder, first becomes available, whichever is later.
- 2.7.3 All monthly recurring charges are due monthly in advance, commencing on the Service Date and on the first day of each month thereafter, provided, however, that the first such payment under each Service Order shall be for the period from Service Date through the end of the next full month and shall be due on the first of the full month billed. (Example: a Service Order with Service Date of February 12 would first be billed on the March invoice for the period February 12 through March 31 with payment due March 1.) Any installation and other non recurring charges are due with first such payment.
- 2.7.4 All charges shall be deemed correct and binding unless the Company receives written notice of a dispute from the customer within 90 days of the date such charges were billed. Disputes may be appealed to the South Carolina PSC for final resolution.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Payment Arrangements (Cont'd.)

2.7.5 The customer is liable for all reasonable expenses and fees, including attorney's fees, incurred by the Company in connection with the collection or attempted collection of any unpaid amount owed to the Company.

2.7.6 When payment in full is not made by the Customer on or before any due date, the Company shall have the right, on and after the tenth (10th) calendar day after the Company has given the Customer five (5) days written notice of thirty (30) days past due of nonpayment, to temporarily suspend Service to the Customer until such time as the Customer has paid all arrearages, including any interest as specified herein, or to terminate Service at the Company's option.

2.7.7 If payment is not received by the Company within thirty (30) days after the first of the month, the balance due shall be subject to an interest charge on the delinquent amount at a rate of 1.5% per month or the maximum rate allowable under applicable state law, whichever is lower.

2.8 Returned Check Charges

A fee of \$15.00 or 5% of the check amount, whichever is the greater, will be charged for returned checks.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Refusal or Discontinuance by Company

Without incurring liability, the Company may refuse or discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services, under the following conditions. Unless otherwise stated, the Customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency:

- 2.9.1 For non-compliance with and/or violation of any law, rule, regulation or policy or any governing authority having jurisdiction over the Company's services.
- 2.9.2 For the use of telephone service for any other property or purpose other than described in the application.
- 2.9.3 For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.
- 2.9.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.9.5 For non-compliance with and/or violation of the PSC regulations or the Company's rules and regulations on file with the PSC, provided five (5) working days written notice is given before termination.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

- 2.9 Refusal or Discontinuance by Company (Cont'd.)
- 2.9.6 For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days written notice to the Customer, except in extreme cases.
- 2.9.7 Without notice in the event of customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.9.8 Without notice in the event of tampering with the equipment furnished and owned by the Company.
- 2.9.9 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at the Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.9.10 For failure of the Customer to make proper application for service.
- 2.9.11 For Customer's breach of the contract for service between the Company and the Customer.
- 2.9.12 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.9.13 For extended periods of inactivity over sixty (60) days.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Minimum Service Period

2.10.1 The minimum service period for digital private line service is dependent upon the length of service commitment for which the customer agrees. In situations where a Special Service is requested, the minimum service period will be determined on a case-by-case basis.

2.10.2 Termination is effective 30 days after receipt by the Company of a written notice of cancellation, subject to the satisfaction of the minimum service period. In instances where the Company obtains a local distribution channel from an underlying carrier which requires a cancellation period of 30 days or more, termination of the local distribution portion of the customer's service subject to that notice period will be effective 45 days after receipt by the Company of a written notice of cancellation.

2.11 Terms, Conditions and Limitations

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

2.11.2 Services offered by the Company are subject to the availability of the necessary facilities and equipment, or both, and are subject to the provisions of this tariff. The Company will make all reasonable efforts to secure facilities to meet customer requirements providing these facilities do not adversely affect other services provided by the Company.

2.11.3 The Company reserves the right to discontinue or limit service when necessitated by the actions of any government agency having jurisdiction over the Company, by conditions beyond the Company's control or for any violation of this tariff.

2.11.4 The procurement, construction, maintenance, provisioning, and tariffing of Special Services will be considered on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11 Terms, Conditions and Limitations (Cont'd.)

- 2.11.5 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.11.6 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.11.7 Telephones presubscribed to Interstate FiberNet, Inc. shall permit end users to access other carriers by means of 800 or 950 access numbers.
- 2.11.8 All required consumer information concerning operator services shall be posted on or near the telephone.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12 Liabilities of the Company

- 2.12.1 Except as stated in Section 2.12, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.12.2 The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.12.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.12.4 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.13 Limitation of Liability

2.13.1 The Company is not liable for claims for damage to customer or authorized user's premises including claims made by a third party resulting from the furnishing of service by the Company when said damage is not the result of negligence of the Company's agents or employees.

2.13.2 The Company is not liable for claims for patent infringement arising from combining or connecting Company channels with customer-provided equipment or systems.

2.14 Termination Liability

If the Customer cancels Service before the end of a fixed term specified in a Service Order exceeding one (1) year, the Customer will pay the Company the full amount due for any remainder of the first year and one-half the amount due for the term remaining under the Service order. In the event of termination of Service for Service Orders which are less than one (1) year, the Customer will pay the Company all remaining charges due. All termination liability payments are due in full within ten (10) business days from the date that the relevant Service is terminated.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Customer Obligations

- 2.15.1 The services and facilities of the Company are available to its customers subject to the provisions of this tariff.
- 2.15.2 The Customer shall assume all responsibility for taking the necessary legal steps for interconnecting customer-provided equipment with Company facilities.
- 2.15.3 The customer shall be responsible for ensuring that customer-provided equipment or systems are properly interfaced with Company facilities.
- 2.15.4 The customer shall operate his equipment in such a manner such that his use of Company facilities shall not interfere with another customer's use of Company facilities.
- 2.15.5 The Customer shall provide adequate space, electrical power, wiring and electrical outlets necessary for the proper operation of Company equipment on his premises.
- 2.15.6 The Customer shall be responsible for all theft, fire, flood, and other catastrophes causing damage to Company facilities on the customer's premises.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Customer Obligations (Cont'd.)

- 2.15.7 The Customer shall be responsible for damages to Company facilities caused by the negligence or willful acts of the customer's officers, employees, agents, contractors or invitees.
- 2.15.8 Release of the Customer's Company-provided facilities for testing and repair will be required for service failures and/or routine maintenance. The Company will attempt to notify the customer in advance of such necessary release and will attempt to schedule the release during a mutually convenient time.
- 2.15.9 Access to the Customer's premises may be necessary for installation and/or routine maintenance of Company facilities. The Company will notify Customer in advance of such necessary access and will attempt to schedule the access at a mutually convenient time. For charges contemplated in this tariff, such access must be available during regular business hours.
- 2.15.10 Emergency access to the Customer's premises may be necessary for inspection, repair and/or removal of Company facilities. Such access shall be on an unrestricted, 24 hour per day, seven day per week basis.
- 2.15.11 The Customer guarantees and assures the Company that his authorized user(s) will satisfy all provisions of this tariff and abide by its regulations. The Customer also assumes all responsibility for his authorized users relative to the compliance with the provisions of this tariff.
- 2.15.12 The Customer is responsible for ensuring that, except for Company designated personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of Company equipment located either at the Customer or an authorized user's premises.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Customer Obligations (Cont'd.)

2.15.13 When the digital private line services of the Company are interconnected with and/or terminated in any service and/or equipment of any communications common carriers, the customer shall comply with any applicable tariff regulations of those communications common carriers.

2.15.14 The Customer shall give the Company thirty (30) days prior written notice before canceling service.

2.16 Provision of Equipment and Facilities

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided.

The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry endorsed by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.17 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff. Service may be discontinued or temporarily suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its services. The Company will restore service as soon as it can be provided without undue risk.

2.18 Use of Services

2.18.1 Services provided under this tariff may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services. The Company may terminate or suspend service if the Customer, their authorized users, or sharing participants use the service furnished by the Company for any unlawful purpose or in any unlawful manner. During any such temporary suspension, and upon any such termination by the Company, no interruption (as defined in Section 2.23) shall be deemed to occur for the purpose of interruption credits.

2.18.2 Priority provisioning and restoration of the services furnished by the Company will be in accordance with part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules.

2.19 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement or copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.20 Cancellation for Cause

The Company, by five (5) days written notice to the Customer, may cancel or suspend service for non-payment of any sum due to the Company that is thirty (30) days past due, and/or actions of a government agency which force discontinuance of service and/or violation of any of the terms or conditions of this tariff and/or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors without incurring any liability.

2.21 Cancellation Payments

2.21.1 The Customer may cancel the Service with respect to any Service Order without being subject to any termination charge or other payment by written notice of such cancellation given to the Company not less than thirty (30) days prior to the date of such cancellation, if (i) transmission capacity between the Company's POPs requested in such Service Order does not become available on or before the ninetieth (90th) day following the Requested Service Date for such Service Order, or (ii) the Service provided under this Lease with respect to such Service Order is the subject of Interruptions accumulating two hundred forty (240) hours or more over a period of one hundred eighty (180) consecutive days.

2.21.2 Either party shall have the right to cancel Service without liability if the Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or any other federal, state or local government authority.

2.21.3 Except as set out in 2.21.1 and 2.21.2 above, if the Customer cancels the Service Order during its Term, a termination liability calculated pursuant to the formula set out in Section 2.14 shall be immediately due, owing and payable without demand.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.22 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2.23 herein. It shall be the obligation of the Customer to notify the Carrier immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's equipment. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.23 Credits for Interruption of Service

2.23.1 Credit for service failure will be allowed only when such service failure is caused by or occurs in facilities provided by the Company. As used in this tariff, all facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the facilities and/or services are owned and operated by the Company. No credit will be allowed for relinquishing channels in order to perform routine maintenance.

2.23.2 No credit will be allowed for service failures due to:

- A. Customer-provided facilities.
- B. Negligence of the customer or authorized user.

2.23.3 Credit allowance time for service failure starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure, and ceases when the facility has been restored to a working condition and an attempt has been made to notify the customer.

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2.23 Credits for Interruption of Service (Cont'd.)

2.23.4 The customer shall notify the Company of service failures and make reasonable attempts to ascertain that the failure is not caused by the customer-provided facilities.

2.23.5 Only those portions of the service disabled due to service failure will be credited.

2.23.6 An "Interruption" means any two (2) second interval with a complete interruption of transmission or a bit error rate worse than 1×10^{-9} for a particular communications path within a route as shown on a Service Order. In the event of an Interruption in the Service provided under this tariff, allowance for the period of interruption with respect to each channel affected by such Interruption, if not due to the fault or negligence of the Customer, shall be as follows:

- A. No credit shall be allowed for an interruption of six (6) hours or less in the case of a Catastrophic Interruption, or two (2) hours or less in the case of a Non-Catastrophic Interruption. The Customer shall be credited for an Interruption in excess of six (6) hours or two (2) hours, as the case may be, at the rate of 1/1440 of the monthly rate of charge applicable to the Service which is subject to the Interruption of each half hour or major fraction thereof that an Interruption continues, such Interruption to be measured from (i) the time of notice by the Customer to the Company that an Interruption has occurred to (ii) the time of restoration. For purposes of the foregoing, "Catastrophic Interruption" includes a complete cable cut, an enclosure fire, an explosion, or any other circumstance of an extraordinary and catastrophic nature; and "Non Catastrophic Interruption" includes all interruptions other than Catastrophic Interruptions.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.23 Credits for Interruption of Service (Cont'd.)

2.23.6 (Cont'd.)

- B. When the Service provided includes more than one communications path, the Interruption allowance shall apply only to the path(s) interrupted.
- C. An Interruption allowance shall not be applicable for any period during which the Customer fails to afford access to any facilities for the purpose of investigating and clearing troubles.

2.24 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such inspection, tests, or adjustments occur or when the interruption is less than 24 consecutive hours.

2.25 Tests, Pilots, Promotional Campaigns, and Contests

The Carrier may conduct special tests, pilot programs, waivers, and promotions at its discretion to demonstrate the ease of use, quality of service, and to promote the sale of its services. Such promotions will be filed with the South Carolina PSC on not less than thirty (30) days notice. The specific dates associated with the promotion will be included in notification to the PSC.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.26 Marketing Practices

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

2.27 Other Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Charges, the Primary Interexchange Carrier Charge, Telecommunications Relay Service, E911, Subscriber line charges, Transport Interconnection Charges, Residual Interconnection charges, and compensation to payphone service providers for the use of their payphones to access the Company's service.

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INTEREXCHANGE SERVICES

SECTION 3 - CALCULATION OF DISTANCE

Usage charges for all mileage sensitive products are based on airline mileage between the rate center locations associated with the originating and terminating points of the call and/or the Company's POPs. The Company will utilize the vertical ("V") and horizontal ("H") coordinates associated with its POPs. The formula for determining line haul mileage is as follows:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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INTEREXCHANGE SERVICES

**SECTION 4 - DESCRIPTION, RATES AND CHARGES FOR
DIGITAL PRIVATE LINE SERVICE**

APPLICATION OF DIGITAL PRIVATE LINE SERVICE

This portion of the tariff sets forth the regulations and rates applicable to the provision of intrastate point-to-point, digital private line services offered by Interstate FiberNet, Inc. between the Points of Presence (POPs), as listed in Section 4.6, within the state of South Carolina.

Communications carriers may lease and resell for profit Interstate FiberNet, Inc. services offered in the following portion of this tariff. The Interstate FiberNet, Inc. services contained in this portion of the tariff may be interconnected with the services of communications carriers.

The Company may undertake to provide Special Services to meet a Customer's requirements cannot be satisfied within this tariff.

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INTEREXCHANGE SERVICES

**SECTION 4 - DESCRIPTION, RATES AND CHARGES FOR
DIGITAL PRIVATE LINE SERVICE (Cont'd.)**

4.1 Description

The charges for digital private line service fall into two categories. The interoffice channel (IOC) category encompasses that portion of the service provided between the Company POPs. Interoffice channels are comprised of two rate components, a fixed charge and charge per airline mile. Optional features and services encompass additional services or service options available to Customers for additional charges.

The Company provides terrestrial point-to-point digital communications channels at the DS-1 (1.544 megabits per second) and DS-3 (44.736 megabits per second) level. The Company also offers DS-3 to DS-1 multiplexing.

The Customer is responsible for all local loops.

4.2 DS1 Rates and Charges

Interoffice Channels

Monthly Charges

| | Fixed Charges | Per Mile |
|----------------|---------------|----------|
| 0 - 14 Miles | \$200.00 | \$ - 0 - |
| 15 - 100 Miles | \$ - 0 - | \$14.40 |
| Over 100 Miles | \$ - 0 - | \$14.40 |

4.2.1 Installation Charge

| | |
|---------------------------------------|----------|
| 1st DS1 per service order | \$300.00 |
| Each additional DS1 per service order | \$100.00 |

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INTEREXCHANGE SERVICES

**SECTION 4 - DESCRIPTION, RATES AND CHARGES FOR
DIGITAL PRIVATE LINE SERVICE (Cont'd.)**

4.3 DS3 Rates and Charges

Interoffice Channels

Monthly Charges

| | Fixed Charges | Per Mile |
|-----------------|---------------|----------|
| 0 - 14 Miles | \$3,010.56 | \$ - 0 - |
| 15 - 100 Miles | \$ - 0 - | \$215.04 |
| 101 - 200 Miles | \$ - 0 - | \$215.04 |
| Over 200 Miles | \$ - 0 - | \$215.04 |

4.3.1 Installation Charge

| | |
|---------------------------------------|----------|
| 1st DS3 per service order | \$350.00 |
| Each additional DS3 per service order | \$150.00 |

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INTEREXCHANGE SERVICES

**SECTION 4 - DESCRIPTION, RATES AND CHARGES FOR
DIGITAL PRIVATE LINE SERVICE (Cont'd.)**

4.4 Optional Features and Services

4.4.1 Local Distribution Channels obtained by the Company

The monthly recurring charges and installation charges will be calculated on an individual case basis in accordance with the charges set forth in the relevant Local Distribution Channel Provider's tariff or contract. An administration fee of 10% will be added to all monthly recurring and installation fees charged by the Local Distribution Channel Provider.

4.4.2 DS3 to DS1 Multiplexing

Monthly Charges
\$400.00 Per Multiplex Per Location

Installation Charge
\$200.00 Per Multiplexed Per Location

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INTEREXCHANGE SERVICES

**SECTION 4 - DESCRIPTION, RATES AND CHARGES FOR
DIGITAL PRIVATE LINE SERVICE (Cont'd.)**

4.5 Special Services

From time to time the Company may offer special services to customers on an individual case basis ("ICB"). The following details the services which will be covered on an ICB.

4.5.1 Sonet Capabilities

VT1
STS-N (N=1-48)
OC-N (N=3, 12, 48, 192)

4.5.2 Protection Channel Access for Restoration

The Company intends to offer protection channel access for restoration to customers on an as needed basis to facilitate effective restoration ability to carriers seeking redundancy on a limited basis.

4.6 Points of Presence

The Company provides interstate and intrastate intercity private line services to, from and between the following locations:

Raleigh, North Carolina
Winston Salem, North Carolina
Greensboro, North Carolina
Charlotte, North Carolina
Asheville, South Carolina
Spartenburg, South Carolina
Greenville, South Carolina

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INTEREXCHANGE SERVICES

**SECTION 5 - DESCRIPTION, RATES AND MAXIMUM CHARGES FOR
INTRASTATE RESALE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES**

APPLICATION OF INTRASTATE RESALE
INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This portion of the tariff sets forth the regulations and rates applicable to the provision of intrastate interexchange telecommunications services by the Company within the state of South Carolina.

The telecommunications services of the Company contained in this portion of the tariff are not part of a joint undertaking with any other entity providing telecommunication channels, facilities or services.

The rates and regulations contained in this portion of the tariff do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

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INTEREXCHANGE SERVICES

**SECTION 5 - DESCRIPTION, RATES AND MAXIMUM CHARGES FOR
INTRASTATE RESALE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES (Cont'd.)**

5.1 General

Service is offered to residential or business customers. The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 5, following.

5.2 Timing of Calls

5.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below, and ends upon disconnection by either party.

- A. Collect Calls - Timing begins when the called party accepts the responsibility for payment.
- B. Person-to-Person Calls (other than Collect)-Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- C. All Other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.

5.2.2 The minimum call duration, initial period, and each additional timing period for billing purposes is specified by product.

5.2.3 No charges apply for incomplete calls.

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**SECTION 5 - DESCRIPTION, RATES AND MAXIMUM CHARGES FOR
 INTRASTATE RESALE INTEREXCHANGE
 TELECOMMUNICATIONS SERVICES (Cont'd.)**

5.3 Time of Day Rate Periods

Unless otherwise stated, the following time periods apply to rates for all services:

| | MON | TUES | WED | THUR | FRI | SAT | SUN |
|-------------------------|---------------------------|------|-----|------|-----|-----|-----|
| 8:00 AM to 5:00 PM* | DAYTIME RATE PERIOD | | | | | | |
| 5:00 PM to 11:00 PM* | EVENING RATE PERIOD | | | | | | EVE |
| 11:00 PM to 8:00 AM* | NIGHT/WEEKEND RATE PERIOD | | | | | | |

* to, but not including

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

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**SECTION 5 - DESCRIPTION, RATES AND MAXIMUM CHARGES FOR
INTRASTATE RESALE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES (Cont'd.)**

5.4 Product Descriptions

All services in Section 5 are offered in conjunction with interstate service.

5.4.1 Schedule A - MTS Service

MTS Service allows Customers to place direct dialed calls to any terminating location within the state of South Carolina. In equal access areas, Customers are presubscribed to the Interstate FiberNet, Inc. network via Feature Group D access. In non-equal access areas Customers access the Interstate FiberNet, Inc. network via Feature Group A or B access. Rates apply to calls that originate and terminate over switched access facilities. Calls are billed based on a one minute initial period and subsequent one minute periods or any portion thereof based on rates specified below.

5.4.2 Schedule A - MTS Service Rates

The rates contained in the following table reflect the Company's maximum allowable rates for this service. The current charges for this service are listed in Section 6 - Rate Appendix.

Schedule A
Maximum Rates

| Rate Mileage | 1st Minute | Add'l Minute |
|--------------|------------|--------------|
| 0-10 | .2400 | .1300 |
| 11-16 | .2500 | .1400 |
| 17-22 | .3000 | .1900 |
| 23-30 | .3400 | .2400 |
| 31-40 | .4300 | .2600 |
| 41-55 | .4800 | .3000 |
| 56-70 | .5000 | .3200 |
| 71-124 | .5200 | .3500 |
| 125-196 | .5300 | .3700 |
| 197+ | .5600 | .3900 |

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**SECTION 5 - DESCRIPTION, RATES AND MAXIMUM CHARGES FOR
INTRASTATE RESALE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES (Cont'd.)**

5.4 Product Descriptions (Cont'd.)

5.4.3 Schedule B - WATS Service

WATS Service allows Customers to place direct dialed calls to any terminating location within the state of South Carolina. Rates apply to calls between special access locations and stations that utilize switched access facilities. Calls are billed based on a one minute initial period and subsequent one minute periods or any portion thereof based on rates specified below.

5.4.4 Schedule B Special Access - WATS Service Rates

The rates contained in the following table reflect the Company's maximum allowable rates for this service. The current charges for this service are listed in Section 6 - Rate Appendix.

Schedule B
Maximum Rates

| Rate Mileage | 1st Minute | Add'l Minute |
|--------------|------------|--------------|
| 0-10 | .2400 | .1300 |
| 11-16 | .2500 | .1400 |
| 17-22 | .3000 | .1900 |
| 23-30 | .3400 | .2400 |
| 31-40 | .4300 | .2600 |
| 41-55 | .4800 | .3000 |
| 56-70 | .5000 | .3200 |
| 71-124 | .5200 | .3500 |
| 125-196 | .5300 | .3700 |
| 197+ | .5600 | .3900 |

Monthly Service Charge: \$14.00

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**SECTION 5 - DESCRIPTION, RATES AND MAXIMUM CHARGES FOR
INTRASTATE RESALE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES (Cont'd.)**

5.4 Product Descriptions (Cont'd.)

5.4.5 Schedule C - Switched 800 Service

Switched 800 Service is an inbound 800 service with which callers within the state of South Carolina may place toll free calls to a telephone number in the 800 area code assigned to the Customer. Calls can be terminated via the Customer's local exchange telephone service. Calls are billed based on a one minute initial period and sub-subsequent one minute periods or portions thereof based on rates specified below.

5.4.6 Schedule C - Switched 800 Service Rates

The rates contained in the following table reflect the Company's maximum allowable rates for this service. The current charges for this service are listed in Section 6 - Rate Appendix.

Schedule C
Maximum Rates

| Rate Mileage | 1st Minute | Add'l Minute |
|-------------------------|------------|--------------|
| 0-197 | .3200 | .3200 |
| Monthly Service Charge: | | \$20.00 |
| Installation Charge: | | \$50.00 |

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**SECTION 5 - DESCRIPTION, RATES AND MAXIMUM CHARGES FOR
INTRASTATE RESALE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES (Cont'd.)**

5.4 Product Descriptions (Cont'd.)

5.4.7 Schedule D - Dedicated 800 Service

Dedicated 800 Service is an inbound 800 service with which callers within the state of South Carolina may place toll free calls to a telephone number in the 800 area code assigned to the Customer. Calls must be terminated to customer premise via a special access connection between the Company's point of presence and the customer premise. Calls are billed based on a one minute initial period and subsequent one minute periods or portions thereof based on the rates below.

5.4.8 Schedule D - Dedicated 800 Service Rates

The rates contained in the following table reflect the Company's maximum allowable rates for this service. The current charges for this service are listed in Section 6 - Rate Appendix.

Schedule D
Maximum Rates

| Rate Mileage | 1st Minute | Add'l Minute |
|---|------------|-------------------------------------|
| 0-197 | .273 | .273 |
| Monthly Charge per Routing Arrangement: | | \$50.00 |
| Service Establishment Charge: | | \$1090.00 Basic \$1290.00 Custom |

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**SECTION 5 - DESCRIPTION, RATES AND MAXIMUM CHARGES FOR
INTRASTATE RESALE INTEREXCHANGE
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5.4 Product Descriptions (Cont'd.)

5.4.9 Directory Assistance

The Company does not offer directory assistance services. These services are routed to the local exchange company.

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INTEREXCHANGE SERVICES

SECTION 6 - RATE APPENDIX

6.1 Schedule A - MTS Service Rates

Schedule A
Current Rates

| Rate Mileage | DAYTIME RATES | | EVENING RATES | | NIGHT/WKND RATES | |
|--------------|---------------|---------|---------------|---------|------------------|---------|
| | 1st Min | Add Min | 1st Min | Add Min | 1st Min | Add Min |
| 0-10 | .2400 | .1300 | .1800 | .0975 | .1440 | .0780 |
| 11-16 | .2500 | .1400 | .1875 | .1050 | .1500 | .0840 |
| 17-22 | .3000 | .1900 | .2250 | .1425 | .1800 | .1140 |
| 23-30 | .3400 | .2400 | .2550 | .1800 | .2040 | .1440 |
| 31-40 | .4300 | .2600 | .3225 | .1950 | .2580 | .1560 |
| 41-55 | .4800 | .3000 | .3600 | .2250 | .2580 | .1800 |
| 56-70 | .5000 | .3200 | .3750 | .2400 | .3000 | .1920 |
| 71-124 | .5200 | .3500 | .3900 | .2625 | .3120 | .2100 |
| 125-196 | .5300 | .3700 | .3975 | .2775 | .3180 | .2220 |
| 197+ | .5600 | .3900 | .4200 | .2925 | .3360 | .2340 |

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SECTION 6 - RATE APPENDIX (Cont'd.)

6.2 Schedule B - WATS Service Rates

Schedule B
Current Rates

| Rate Mileage | DAYTIME RATES | | EVENING RATES | | NIGHT/WKND RATES | |
|--------------|---------------|---------|---------------|---------|------------------|---------|
| | 1st Min | Add Min | 1st Min | Add Min | 1st Min | Add Min |
| 0-10 | .2400 | .1300 | .1800 | .0975 | .1440 | .0780 |
| 11-16 | .2500 | .1400 | .1875 | .1050 | .1500 | .0840 |
| 17-22 | .3000 | .1900 | .2250 | .1425 | .1800 | .1140 |
| 23-30 | .3400 | .2400 | .2550 | .1800 | .2040 | .1440 |
| 31-40 | .4300 | .2600 | .3225 | .1950 | .2580 | .1560 |
| 41-55 | .4800 | .3000 | .3600 | .2250 | .2880 | .1800 |
| 56-70 | .5000 | .3200 | .3750 | .2400 | .3000 | .1920 |
| 71-124 | .5200 | .3500 | .3900 | .2625 | .3120 | .2100 |
| 125-196 | .5300 | .3700 | .3975 | .2775 | .3180 | .2220 |
| 197+ | .5600 | .3900 | .4200 | .2925 | .3360 | .2340 |

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SECTION 6 - RATE APPENDIX (Cont'd.)

6.3 Schedule C - Switched 800 Service

Schedule C
Current Rates

DAYTIME RATES

| Rate Mileage | 1st Minute | Add'l Minute |
|--------------|------------|--------------|
| 0-197 | .32 | .32 |

EVENING RATES

| Rate Mileage | 1st Minute | Add'l Minute |
|--------------|------------|--------------|
| 0-197 | .32 | .32 |

NIGHT/WEEKEND

| Rate Mileage | 1st Minute | Add'l Minute |
|--------------|------------|--------------|
| 0-197 | .32 | .32 |

| | |
|-------------------------|---------|
| Monthly Service Charge: | \$20.00 |
| Installation Charge: | \$50.00 |

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SECTION 6 - RATE APPENDIX (Cont'd.)

6.4 Schedule D - Dedicated 800 Service

Schedule D
Current Rates

DAYTIME RATES

| Rate Mileage | 1st Minute | Add'l Minute |
|--------------|------------|--------------|
| 0-197 | .273 | .237 |

EVENING RATES

| Rate Mileage | 1st Minute | Add'l Minute |
|--------------|------------|--------------|
| 0-197 | .273 | .273 |

NIGHTTIME RATES

| Rate Mileage | 1st Minute | Add'l Minute |
|--------------|------------|--------------|
| 0-197 | .273 | .273 |

| | |
|---|-------------------------------------|
| Monthly Charge per Routing Arrangement: | \$50.00 |
| Service Establishment Charge: | \$1090.00 Basic \$1290.00 Custom |

6.5 Other Charges

| | |
|---------------------------|---------------------------|
| Optional Account Codes: | \$0.50 per code per month |
| Initial Installation Fee: | \$100.00 per account code |