

**TITLE SHEET**

**SOUTH CAROLINA TARIFF NO. 1  
APPLICABLE TO  
LOCAL EXCHANGE AND IP VOICE  
SERVICES OF  
ALTAWORX LLC**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Local Exchange telecommunications services within the State of South Carolina by Altaworx LLC. This tariff is on file with the Public Service Commission of South Carolina. Copies may be inspected, during normal business hours, at the following locations:

Altaworx LLC  
22765 U.S. Highway 98, Suite A  
Fairhope, AL 36532  
(844) 387-7383

or

Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210  
(803) 896-5100

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Issue Date: April 27, 2016

Effective Date: August 25, 2016

Altaworx LLC  
Rickie Richey, CEO  
22765 U.S. Highway 98, Suite A, Fairhope, AL 36532

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**CHECK SHEET**

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Pages 1 – 38 inclusive of this Tariff are effective as of the date shown at the bottom right corner of each page. Original and Revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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## TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Page No. 3 and Page No. 4 would be numbered Page No. 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding associated with this Tariff. Each level of coding is subservient to the next higher level:

- 2.
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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 page number. When new pages are added, the check sheet is changed to reflect the revisions; 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. 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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## NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The Public Service Commission of South Carolina (“Commission” or “SCPSC”) requires that each telephone company’s Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 *et seq.* and the regulations found in South Carolina Code 10, Chapter 103, Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Subarticle 1 – General

Subarticle 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Subarticle 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Subarticle 4 – Engineering

Subarticle 5 – Inspection and Tests

Subarticle 6 – Standards and Quality of Service

Subarticle 7 – Safety

Subarticle 8 – Telecommunication Relay Service Advisory Committee

This Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Public Service Commission of South Carolina and with the South Carolina Code. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule, regulation or order of the SCPSC or the South Carolina Code, the rule, regulation, order or statute will govern. Full Terms of Service are available on the Company’s website at <http://altaworx.com/>.

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### EXPLANATION OF SYMBOLS

- (D) To signify “discontinued” material.
- (I) To signify an “increase” in the rate or charge.
- (M) To signify “material relocates without change in text or rate.”
- (N) To signify “new” material.
- (R) To signify a “reduction” in rate or charge.
- (T) To signify a “change in text, but no change in rate or regulation.”

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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Access** - as used in this tariff means an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

**Authorized User** – A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

**Access Minutes** – Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

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

**Caller Identification (CID)** - is an optional telephone service that provides a receiving telephone device with the phone number of the originating caller.

**Calling Name (CNAM)** – a feature allows the name of the calling party to be delivered to the called party if the called party has subscribed to the CNAM feature.

**Carrier or Common Carrier** – Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

**Central Office** – A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

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**SECTION 1 -TERMS AND ABBREVIATIONS (cont'd)**

**Channel** – A communications path between two or more points of termination.

**Cloud** – a phone system that delivers calls over the internet, routes inbound calls to the correct workers inside a company, and provide telephony applications like voicemail and call recording.

**Commission** - means the Public Service Commission of South Carolina.

**Company** - means Altaworx LLC, unless otherwise specified in this tariff.

**Customer** - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

**Customer Premises Equipment (CPE)** means the equipment at the customer site which terminates the connection into the network and connects to the LAN for private networks, Internet connectivity and voice services.

**Demarc** – means Point of Termination, described below.

**Digital Subscriber Line (DSL)** - A generic name for a group of enhanced speed digital services provided by telephone service providers.

**Direct Inward Dialing Number (DID)** – telephone numbers converted from analog to digital and provided by the Company over the Internet to the customer for the customer's use in their iPBX.

**E-911** - An emergency call service that routes 911 calls to a Public Safety Answering Point.

**End User** - Any Customer of an interstate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

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**SECTION 1 -TERMS AND ABBREVIATIONS (cont'd)**

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

**Ethernet** – means local area network (LAN) technology.

**Facilities** – Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.

**Individual Case Basis (ICB)** - A service arrangement for services the Company will make available to Customers in a non-discriminatory manner. Rates for services will be determined on an Individual Customer Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB could also translate as Individual Contract Basis.

**Integrated Access Device (IAD)** - means a customer premise device that provides access to wide area networks and the Internet.

**Internet Protocol Private Branch Exchange (iPBX)** - A private local telephone system that uses Internet protocol (IP) to provide telephone service within a building or group of buildings in a small geographic area.

**Intrastate Communications** - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

**IXC** means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the borders of the State of South Carolina.

**Local Area Network (LAN)** - means a network that covers an area in close proximity to each other such as in an office building, a school, or a home

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**SECTION 1 - TERMS AND ABBREVIATIONS (cont'd)**

**Local Access and Transport Area (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Number Portability (LNP)** - means the ability of a Customer to retain their local phone number if they switch to another local telephone service provider.

**Managed Quality of Service (Managed QoS)** – proactive monitoring and support services where companies can prioritize and manage the performance of critical business applications from the router.

**Message** – A Message is a Call as defined above.

**MultiProtocol Label Switching (MPLS)** – means a short fixed-length label is generated that acts as a shorthand representation of an IP packet's header allowing network routers to operate at higher speeds.

**OnNet** - Phone calls which are made between users of the same network.

**Point of presence - ("POP")** - means the location where an Provider has transmission equipment in a service area that serves as, or relays calls to, the interexchange 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 defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

**Private Branch Exchange (PBX)** – means a telephone system within an enterprise that switches call between enterprise users on local lines while allowing all users to share a certain number of external phone lines.

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**SECTION 1 - TERMS AND ABBREVIATIONS (cont'd)**

**Session Initiation Protocol (SIP)** - the use of voice over IP (VoIP) to facilitate the connection of a private branch exchange (PBX) to the Internet.

**Telecommunications service** - means the transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Trunk** – A communications path connecting two switching in systems in a network, used in the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**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.

**Underlying carrier(s)** - means the provider of facilities utilized by a wholesaler in the provisioning of its interexchange service to its customers.

**Voice over Internet Protocol (VoIP)** – means facilities used to manage the delivery of voice information over the Internet.

**Wide Area Network (WAN)** - means a network that covers a broad area using private or public network transports.

**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 – APPLICATION AND SCOPE OF TARIFF**

### **2.1 Application of Tariff**

This Tariff contains regulations, rates and charges applicable to the provision of local exchange and IP voice telecommunications services within the State of South Carolina by Altaworx LLC, hereinafter referred to as the “Company”. This Tariff is on file with the Public Service Commission of South Carolina and copies may be inspected during normal business hours at the Company’s principal place of business at 22765 U.S. Highway 98, Suite A, Fairhope, AL 36532.

### **2.2 Scope**

Company's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Company between and among points in the State of South Carolina are governed by this tariff.

### **2.3 Interconnection with Other Carriers**

Service provided by Company may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Company. However, service provided by Company is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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## 2.4 Terms and Conditions

- A. IP Voice service requires a high speed broadband connection which the Company can but does not always provide. Events beyond the Company's control may affect Service, such as power outages, fluctuations in the Internet, underlying Internet Service Provider (ISP) or broadband service, or maintenance. Altaworx LLC will act in good faith to minimize disruptions to use of and access to Service.
- B. IP Voice Service is dependent upon electrical power and, even with a Customer premises back up power source, if the electrical provider and/or Company's cable network or facilities are not operating, the IP Voice Service, including the ability to access emergency 911 services, may not be available. The Company accepts no responsibility for Service outages due to the non-availability at the Customer's premises of electrical power.
- C. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated to the Customer pursuant to 2610 S.C. Regs. 103-625.
- F. This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.
- G. Application for Service, billing, payment, deposit, disconnection, dispute resolution and other credit and collect procedures are governed by Chapter 103, Article 6, Subarticle 3 of the Regulations of the SCPSC or any successor provisions.
- H. These provisions do not constitute all of the Company's Terms of Service. Full Terms of Service is available on the Company's website at <http://altaworx.com/>.

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**SECTION 3 - RULES AND REGULATIONS**

**3.1 General Information**

**3.1.1**

Altaworx LLC proposes to provide VoIP-Enhanced Local Exchange Services in the State of South Carolina as a reseller. The target market for these services will be business-class customers and the primary service will be iPBX provisioned with VoIP technology.

**3.2 Use of Facilities and Service**

**3.2.1 Use of Service**

- A. Service may be used for any lawful purpose by the Customer.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.

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**SECTION 3 - RULES AND REGULATIONS (cont'd)**

**3.2.1 Use of Service (cont'd)**

- D. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

**3.2.2 Limitations**

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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### **SECTION 3 - RULES AND REGULATIONS (cont'd)**

#### **3.2.2 Limitations (cont'd)**

- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- F. Any provisions that limit liability for damages do not apply to the extent they conflict with Chapter 103, Article 6, of the regulations of the SCPSC.

#### **3.2.3 Use and Ownership of Equipment**

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

The Services provided have been designed to be reasonably secure from unauthorized usage and intrusions. However, the Services are not invulnerable to fraud or hacking. Altaworx disclaims any express or implied warranty that the Services are technically immune from or prevent fraudulent intrusions into and/or unauthorized use for the Services (including its interconnection to long distance networks). Customer is hereby warned that fraudulent use of the Services, including but not limited to DISA, auto-attendant, voice mail, 800 and 900 service and 10xxx, is possible. Altaworx makes no express or implied warranty against such fraud or hacking, and will not be responsible for consequential, incidental or special costs, including without limiting the generally of same, telephone line charges resulting from such activity.

#### **3.3 Minimum Period of Service**

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

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.4 Payment for Services Rendered**

Service is provided and billed on a monthly basis. Bills are due and payable upon receipt.

In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or Customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 3.6 following.

As provided in S.C. Code Section 34-11-70 the Company may charge a service for each check returned for nonpayment by a bank. The Company will furnish proof of the bank charge upon request.

**3.4.1 Application of Late Payment Charge**

Late payment charges do not apply to final accounts.

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.5 Deposits**

- A. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months.
  
- B. All deposits may be subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer. Deposit procedures will conform to the requirements of Commission Regulation 103-621.

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.6 Disputed Bills**

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within (30) days of the date of the bill containing the disputed amount, request an in-depth investigation and review of the disputed amount. The Company shall comply with the request. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 3.8 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible. If the dispute notification is not made within thirty (30) days of the bill date, the bill will be considered final.

If the Customer has a complaint, has a question about, or seeks to dispute charges, on the bill, the Customer should contact the Company at the address, telephone number, or email address provided on the bill. If the Customer is not satisfied with the Company's response, the Customer may contact the **SC Office of Regulatory Staff, 1401 Main Street, Suite 900, Columbia, SC 29201, (803) 737-5230, (800) 922-1531, [www.regulatorystaff.sc.gov](http://www.regulatorystaff.sc.gov)**.

**3.7 Inspection, Testing and Adjustment**

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

**3.8 Suspension or Termination of Service**

**3.8.1 Suspension or Termination for Nonpayment**

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to re-connection.

Suspension or termination shall not be made until:

- A. At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer or;

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.8 Suspension or Termination of Service (cont'd)**

**3.8.1 Suspension or Termination for Nonpayment (cont'd)**

- B. At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Service may be terminated for nonpayment of a bill, provided that the telephone utility has made a reasonable attempt to effect collection and has given the customer written notice that he has five days in which to make settlement on his account or have his service disconnected. Service will be terminated only on Monday through Thursday between the hours of 8:00 A.M. and 4:00 P.M., unless provisions have been made to have someone available to accept payment and reconnect service.

**3.8.2 Exceptions to Suspension and Termination**

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- D. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.8.3 Verification of Nonpayment**

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

**3.8.4 Termination for Cause Other Than Nonpayment**

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.8.4 Termination For Cause Other Than Nonpayment (cont'd)**

**B. Prohibited, Unlawful or Improper Use of the Facilities or Service**

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Permitting fraudulent use.

**C. Abandonment or Unauthorized Use of Facilities**

1.If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

2.In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

a. No charge shall apply for the period during which service had been terminated, and

b. Reconnection charges will apply when service is restored. No charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.8 Suspension or Termination of Service (Cont'd)**

**3.8.4 Termination For Cause Other Than Nonpayment (cont'd)**

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability:

1. to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or
2. to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made.

No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

**3.8.5 Emergency Termination of Service**

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

**3.8.6 Notices and Communications**

All notices or other communications except notice of termination of service which required to be given pursuant to this tariff will be delivered via e-mail and first-class mail. Pursuant to 2610 S.C. Regs. 103-624.3, a Customer may request service termination by contacting the Company. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.9 Obligations of the Customer**

The Customer shall designate a single point of contact to support the installation process. Such person should have detailed knowledge of current phone system and act as decision maker on behalf of the customer. Altaworx recommends a backup for the designated single point of contact.

**3.9.1 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.

**3.9.2 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.

**3.9.3 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 the Company. The Customer shall 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. The Customer shall provide rack or cabinet space for Altaworx-provided Switch, Router/IAD, and UPS (if purchased). The Customer shall provide any security clearances and coordinate with Building Management to allow access to customer telecom closet or building minimum point of entry (MPOE).

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.9 Obligations of the Customer (Cont'd)**

**3.9.4 Testing**

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

**3.9.5 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities. The Customer shall provide Altaworx-requested information or documentation needed for the installation be delivered within agreed timeframe. For example, installation address, network diagram, floor plan, phone bills, and user information, etc.

The Customer shall review, approve and sign off on System Design Session (SDS) document. Sign off on final SDS document should be submitted five (5) business days prior to actual installation date. If there is a request change for installation date after the final SDS document has been approved, Customer will be billed for a one-time Change of Critical Date fee (see pricing in Section 5).

**3.9.6 Cabling**

The Customer shall confirm the minimum cabling requirement of Category 5 or higher. The Customer must provide one home run Cat 5 cable per End User location to a single telco closet. If customer location does not have sufficient cabling for each workstation where a Cisco IP phone will be placed, or has multiple telco closets, he Company can provide cabling work at standard time and material rate. Altaworx can also provide extra switches (see pricing in Section 5).

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.9 Obligations of the Customer (Cont'd)**

**3.9.7 Network Contingency Coordination**

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

**3.9.8 Jurisdictional Reports**

For Voice over Internet Protocol ("VoIP") services, the Company will use the percentage of interstate originating Feature Group D usage to determine the Percent of Interstate Usage ("PIU") to apply to all other VoIP Services provided by the Company to the Customer.

For VoIP Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the PIU and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected PIU that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate any projected PIU provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated PIU will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.9 Obligations of the Customer (Cont'd)**

**3.9.9 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 3.10.7 will serve as the basis for prorating the charges.

**3.10 Determination of mileage**

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer- designated premises.

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.11 Calculation of Mileage**

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- A. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- C. Square each difference obtained in step b.
- D. Add the square of the "V" difference and the "H" difference obtained in step c.
- E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

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

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.12 Limitations of Liability**

**3.12.1 Liability**

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a tariffed service.
- C. The Company is not liable for damages associated with service which it does not furnish.
- D. The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
  - 2. Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others or;
  - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.

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**SECTION 3 - RULES AND REGULATIONS (Cont'd)**

**3.12 Limitations of Liability (cont'd)**

**3.12.1 Liability (cont'd)**

4. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services provided.
5. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppels, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
6. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, and preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

**E. Defacement of Premises**

The Company is not liable for damages to the Customer's premises resulting from the furnishing of a service, including the installation and removal of facilities, unless the damage is caused by the Company's negligence.

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## **SECTION 4 – DESCRIPTION OF SERVICE**

### **4.1 Product Overview**

The Company provides hosted iPBX to business-class subscribers. Private Internet connections are also available. The Company does not propose to offer any residential services.

The Company will provide the Hosted PBX functionality. Access for this service is provisioned over broadband.

#### **4.1.1 Services**

- Local and Long Distance (48 States) - \$0.029 per minute
- Internet Access via DSL or T1 Circuit
- Incoming Virtual Fax Lines
- Reservationless Conference Bridge
- On-Demand User Training
- 24x7x365 Customer Support
- MPLS Private Network (optional)
- Outgoing Fax Service – \$0.029 per page (optional)
- Toll Free Service - \$0.045 per minute (optional)

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**SECTION 4 - DESCRIPTION OF SERVICE (cont'd)**

**4.1 Special Arrangements**

**4.1.1 Basis for Charges**

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

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations of all of the above.

**4.1.2 Termination Liability**

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

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**SECTION 4 - DESCRIPTION OF SERVICE (cont'd)**

**4.1 Special Arrangements (cont'd)**

**4.1.2 Termination Liability (cont'd)**

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - a) equipment and materials provided or used;
  - b) engineering, labor, and supervision;
  - c) transportation; and
  - d) rights of way and/or any required easements;
2. license preparation, processing, and related fees;
3. Tariff preparation, processing and related fees;
4. Cost of removal and restoration, where appropriate; and any other identifiable costs related to the specially constructed or rearranged facilities.

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**SECTION 4 - DESCRIPTION OF SERVICE (cont'd)**

**4.2 Non-Routine Installation and/or Maintenance**

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

**4.3 Individual Contract Basis (ICB) Arrangements**

Rates may be negotiated and adjusted on an Individual Contract Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Public Service Commission of South Carolina and South Carolina Office of Regulatory Staff on a proprietary basis. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. Such ICB arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service. Terms of ICB provided to Customers will be provided on a proprietary basis to Commission Staff.

**4.4 Miscellaneous IP Voice Services**

**4.4.1 General**

The features in this section are included in the Company's IP Voice Service offering. All features are provided subject to availability. Features may not be available with all classes of Service. Transmission levels may not be sufficient in all cases.

#### **4.4.2 Directory Assistance (DA)**

- A. Local and National Directory Assistance Service (411) is furnished upon Customer request for assistance in determining telephone numbers. Customers will be charged for all requests, including requests for listings that are not found and requests for numbers not listed or published.
- B. Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call to the last requested number completed. A service message will inform the Customer that he or she may be connected to the requested number automatically for a specified additional charge.

#### **4.4.3 Directory Listing Services**

The Company will have the name, address, and telephone numbers of all of its customers listed in a telephone directory that is published at regular intervals, except public telephone and telephone service unlisted at customer's request

#### **4.5 Trial Services**

The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on a permanent basis.

**SECTION 5- RATES AND CHARGES**

**5.1 PBX Pricing**

Fully Managed PBX Description	Included	MRC	NRC
Block of 20 Number Reservation		\$12.83	\$20.00
Block of 100 Number Reservation		\$36.25	\$50.00
5000 Toll Free Minutes		\$175.00	
5000 Outgoing Minutes		\$125.00	
MPLS – Per Site		\$85.00	\$50.00
Data Center – 1U		\$129.00	
Toll Free Number (MRC plus usage)		\$5.00	\$10.00
Virtual Fax (Incoming) – Per User		\$5.00	\$5.00

**5.2 Additional Labor**

Altaworx Standard Time and Material Rates	Hourly	Trip Charge
Standard Rate (Up to 8 hours) M-F 8am-5pm	\$175.00	\$85.00
Standard Rate (Over 8 hours) M-F 8am-5pm	\$125.00	\$85.00
Over Time Rate M-F, 5pm-Midnight, Sat. 8am-5pm	\$262.50	\$85.00
Double Time Rate M-Sat. Midnight-8am, Saturday 5pm-Midnight, All day Sunday	\$350.00	\$85.00

Circuit Expedites	Fee
	\$2,500.00

Change of Critical Dates	Fee
Final signed SDS not received by Altaworx five (5) business days prior to installation date	\$1,500.00
Customer-requested change to install date after schedule has been approved	\$1,500.00

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## **SECTION 6 - PROMOTIONS**

### **6.0 Promotions**

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offering or trials, the Company may offer special rate incentives and waive all or in part the Installation/Move Charges and/or service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company. The Company will notify the Public Service Commission of South Carolina and South Carolina Office of Regulatory Staff by letter specifying services offered, terms of the promotion, location, and dates in advance of each promotional campaign.