

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO COMMUNICATIONS SERVICES  
WITHIN  
THE STATE OF SOUTH CAROLINA

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Issued: June 30, 2006

Effective: August 1, 2006

Carol Wirsbinski  
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CHECK SHEET  
PRELIMINARY STATEMENT

This tariff contains all effective rates, terms and conditions relating to intrastate communications services offered to customers in the State of South Carolina by Electric Lightwave, LLC

CONTACT INFORMATION

For customer contact regarding establishment of service, complaints and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems:

Electric Lightwave, LLC  
4400 NE 77<sup>th</sup> Avenue  
Vancouver, Washington 98662  
Toll Free 1-800-354-2780 Customer Service  
Toll Free 1-800-662-4354 Maintenance

For Commission contact regarding complaints, inquiries and matters concerning rates and tariffs:

Electric Lightwave, LLC  
Aloa J. Stevens, Director, State Government Affairs  
4 Triad Center, Suite 200  
Salt Lake City, UT 84180  
(801) 924-6360 phone  
(801) 924-6363 fax

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

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

C	To signify changed condition or regulation
D	To signify discontinued rate, regulation or condition
I	To signify increase
M	To signify that material has been transferred from another sheet or place in the tariff
N	To signify new rate, regulation, condition or sheet
R	To signify reduction
T	To signify a change in text for clarification

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Effective: August 1, 2006

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1201 NE Lloyd Blvd., Suite 500  
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1.0 DEFINITIONS

The following definitions are used throughout this tariff.

Central Office: Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Company or Electric Lightwave, LLC: The issuer of this tariff.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence (POP). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Individual Case Basis (ICB): Prices, terms and conditions may be different than those listed in the tariff and price list depending upon the situation and will be developed on a customer-specific basis.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Line Restrictions: Allows a line to be restricted from access to various long distance locations.

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

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1.0 DEFINITIONS

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

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User or End User: A Customer or any other person authorize by a Customer to use service provided under this tariff.

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## 2.0 REGULATIONS

### 2.1 Application of Regulations, Terms and Conditions

The following regulations, terms and conditions apply to the intrastate common carrier long distance telecommunications services provided by Electric Lightwave, LLC, hereinafter referred to as the Company.

### 2.2 Undertaking of the Company

The services of the Company pursuant to this tariff consist of the furnishing of common carrier long distance communications services between and among points within the state of South Carolina.

#### 2.2.1 General

Intrastate Long Distance Services are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

#### 2.2.2 Selection of Transmission

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

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## 2.0 REGULATIONS

### 2.3 Use of Service

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. The customer may advise such additional users that a portion of the service is provided by the Company, however, the Customer shall not represent that the Company jointly participates with the Customer in the provision of the Customer's service. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs, or price lists, of such other communications carriers.

#### 2.3.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

#### 2.3.2 Abuse

The abuse of Long Distance Services is prohibited. The following activities constitute abuse:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

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## 2.0 REGULATIONS

### 2.3.3 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed or price listed charges for the service including by:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service; or
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

### 2.3.4 Fraudulent Use of Authorized Codes

In order to control fraud, the Company may disable or refuse to accept, Authorization Codes which it reasonably suspects or determines to be invalid or experiencing abuse. The Company will notify the Customer when Authorization Codes are disabled.

- (a) Invalidation of verified authorization codes: If the Customer notifies the Company that a Customer-administered verified authorization code is no longer valid, the Customer shall be liable for any calls placed using the verified authorization code, until the Company receives confirmation from its underlying carrier(s) that the verified authorization code has been effectively disabled. Customer notification to the Company may be delivered in writing or given orally when followed by facsimile or electronic mail. Company will notify its underlying carrier(s) or undertake other appropriate security measures within the shortest duration of time after the Customer's written, facsimile, or electronic mail notice is received by the Company.

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## 2.0 REGULATIONS

### 2.4 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided on a resale basis, using long distance services and transmission facilities the Company obtains from other carriers.

### 2.5 Non-routine Installation and Special Construction

#### 2.5.1 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

#### 2.5.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the finishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;

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## 2.0 REGULATIONS

### 2.5.2 Special Construction (continued)

- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of Electric Lightwave consistent with budgetary responsibilities and consideration for the impact on Electric Lightwave's other customers and contractual responsibilities.

### 2.6 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals 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 will permit.

### 2.7 Government Authorization

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

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2.0 REGULATIONS

2.8 Rights-of-Way

Provision of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain, rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.9 Term of Service

The minimum term of service under this tariff is one month. For purposes of this tariff, a month is considered to have 30 days.

2.10 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Allowances for Interruptions in Service. The extension of such allowances for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages including without limitation damages for lost profits regardless of the form of action whether in contract, indemnity warranty, strict liability or tort, including without limitation negligence of any kind whether active or passive to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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2.0 REGULATIONS

2.10 Liability of the Company (continued)

The Company shall not be liable for any delay or failure of performance due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.

The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.  
Nothing in this tariff shall limit the Company's liability:

- (a) in tort for its willful or intentional misconduct, or
- (b) for bodily injury or death caused by the Company's negligence.

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## 2.0 REGULATIONS

### 2.10 Liability of the Company (continued)

The Company is not liable for damages to premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence or willful misconduct. Except that upon termination or expiration of service, and upon request by the termination or expiration of service, and upon request by the Customer, the Company will remove, at its own expense, any property which the Company has installed in provisioning service on the Customer's premises within a reasonable time. The Company will use reasonable care in removing such property and will return the Customer's premises to their original condition, wear and tear excepted.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.

With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

- (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or
- (b) the sum of \$1,000.00.

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## 2.0 REGULATIONS

### 2.10 Liability of the Company (continued)

In the event parties other than Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

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

### 2.11 Indemnification

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- (a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; and
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

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## 2.0 REGULATIONS

### 2.12 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

#### 2.12.1 Credit for Service Interruptions

A credit allowance will be made when an interruption of a continuous duration of two (2) or more hours occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. It shall be the obligation of the Customer, prior to reporting an interruption, to ascertain that the trouble is not being caused by any action or omission of the Customer or by any defect of failure in wiring or equipment, if any, furnished by the Customer. An interruption period ends when the circuit, service or facility is operative.

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) any applicable monthly rates, or (b) a reasonable estimate of the minutes of use charge otherwise applicable for the service or a portion thereof interrupted in any one monthly billing period.

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## 2.0 REGULATIONS

### 2.13 Obligations of the Customer

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for any damage to or loss of any facilities or equipment of the Company or the Company's underlying carrier caused by the acts or omissions of the Customer.
- (b) The Customer shall provide at no charge, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for any Company facilities and equipment installed on the Customer's premises, or for any facilities and equipment of the Company's underlying carrier which may be installed on the Customer's premises.
- (c) If required by the Company, the Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of the facilities of the Company or the Company's underlying carrier from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the facilities and equipment of the Company or the Company's underlying carrier in the Customer's premises or within the rights-of-way for which the customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.
- (d) The Customer shall grant or obtain permission for the employees or agents of the Company or the Company's underlying carrier to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company or the Company's underlying carrier and/or inspecting the Customer-provided equipment which is connected to the facilities of the Company or the Company's underlying carrier.

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2.0 REGULATIONS

2.13 Obligations of the Customer (continued)

- (e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the equipment and facilities of the Company or the Company's underlying carrier, and for ensuring compatibility with the equipment and facilities of the Company or the Company's underlying carrier. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer-provided equipment that is or is proposed to be attached to the facilities of the Company or the Company's underlying carrier. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- (f) The Customer warrants that the services taken pursuant to this tariff are intrastate in nature.
- (g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

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## 2.0 REGULATIONS

### 2.14 Payments

Obligations of the Customer with regard to payments shall include:

- (a) Payment for service is due upon presentation of the bill. Service may be denied for nonpayment of a bill. The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.
- (b) The Customer agrees that the Company may conduct a credit verification at any time, and will supply such financial information as may be reasonably requested by the Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that the Customer pay its bills within a specified number of days.
- (c) The Customer shall grant or obtain permission for the employees or agents of the Company or the Company's underlying carrier to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the company or the Company's underlying carrier and/or inspecting the Customer-provided equipment which is connected to the facilities of the Company or the Company's underlying carrier.
- (d) If required by the Company, and permitted by state law and regulation, the Customer shall make a deposit before a service is furnished or continued, to be held as a guarantee for the payment of charges. The Company may require such a deposit, if the Company considers this action necessary to safeguard its interests. A deposit shall not relieve the Customer of the responsibility for prompt payment of bills on presentation. No interest shall be paid on the deposit unless otherwise agreed by the Company or required by law. At any time, at its option, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit will be applied to the Customer's account and any credit balance remaining will be refunded.

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2.0            REGULATIONS

2.14        Payments (continued)

- (e)        The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.
- (f)        The customer may withhold payment for billing amounts formally disputed (i.e. amounts associated with the dispute that are set out in writing to the company after informal attempts at resolution have failed) without the assessment of penalty. Full payment will be required for all amounts not in dispute. Any payment due following resolution of the dispute shall be due forthwith.

2.15        Late Payment Charges

A maximum of one and one-half percent (1.5%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed.

2.16        Adjustment of Bills

When after investigation it is found that an error has occurred within six months of the most recent billing, the error shall be corrected, and settlement made thereof.

2.17        Customer Complaints

Complaints concerning the charges, practices, facilities, or service of the Company shall be investigated promptly and thoroughly. The utility shall keep such records of customer complaints as will enable it to review and analyze its procedures and actions. If the Customer and Company are unable to resolve a customer complain, the Customer will be referred to the South Carolina Public Service Commission.

- (a) Customers may refer complaints to Electric Lightwave, LLC, 4400 NE 77<sup>th</sup> Avenue, Vancouver, WA 98662, Toll Free: (800) 354-2780 Customer Service (800) 662-4354 Maintenance
- (b) Customers may also refer disputes to the South Carolina Public Service Commission, Post Office Drawer 11649, Columbia, SC 29211, 111 Doctors Circle, Columbia, SC 29203, (803) 737-5100.

## 2.0 REGULATIONS

### 2.18 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

### 2.19 Discontinuance of Service

If the Customer fails to pay timely any amount owing to the Company and such failure continues for ten days after written notice to the Customer, the Company may discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, and/or pursue any other remedies as may be provided by law.

### 2.20 Changes in Equipment and Services

The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to the Customer's service order.

The Customer shall not cause or allow any facility or equipment of the Company or the Company's underlying carrier to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

Upon receipt of a written request from the Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to termination charges.

### 2.21 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. Any attempt by the Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company shall be null and void.

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## 2.0 REGULATIONS

### 2.22 License, Agency or Partnership

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

### 2.23 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

### 2.24 Promotions

The Company reserves the right, from time to time, to provide promotional offerings.

### 2.25 Marketing Practices

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

### 3.0 LONG DISTANCE SERVICES

#### 3.1 General Service Description

Long Distance Services are a general offering of voice and data telecommunications capabilities and may be customized to meet specific customer requirements. Service can be designed by the Company based on customer-specific information, e.g., calling patterns and traffic volumes, jointly developed by Company and the Customer. Consistent with the customer-specific information and objectives, the Company retains the right to use either switched or dedicated facilities to provide service. Long Distance Services may be available for multi-year service periods and may be subject to a minimum monthly charge. Rates for service may be stabilized and can be distance-sensitive or postalized, sensitive to time-of-day, or otherwise developed to suit the Customer's needs as may be specified in each service option. Long Distance Services will support customer-specific seven and ten digit dialing plans.

#### 3.2 Description of Rates and Charges

##### 3.2.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a customer-specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

- (a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.
- (b) Recurring Charges: Recurring Charges are usage-sensitive and are billed in arrears.

### 3.0 LONG DISTANCE SERVICES

#### 3.2.2 Mileage Measurement

When applicable to a specific service, mileage is the distance in airline miles between locations. The following mileage measurements apply: the distance between the rate center of the originating station and the rate center of the terminating station.

#### 3.2.3 Single Rate Period/Distance Sensitive

When calls are rated on a distance sensitive basis, the rate in effect at the calling station at the time the connection is established applies to the entire call.

#### 3.2.4 Multiple Rate Period/Distance Sensitive

For calls that are rated on a rate period/distance sensitive basis, when a call is established in one rate period and ends in another rate period, the rate in effect at the calling station for each rate period applies to the portion of the call occurring within that rate period. Where specified in this tariff, the rates used shall be those in effect at the station to which the call is billed rather than the calling station. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

#### 3.2.5 Minimum Charge

Should a Minimum Charge apply to a service option, it shall be as specified in the applicable rate section of this tariff.

#### 3.2.6 Installation Charge

Should a nonrecurring Installation Charge apply to a service option, it shall be as specified in the applicable rate section of this tariff.

### 3.0 LONG DISTANCE SERVICES

#### 3.2.7 Changes to Service

As specified for each service option, service components may be added to or deleted from a service. A nonrecurring Installation Charge will apply to additions, and recurring charges will be adjusted, as necessary, to reflect all changes to service.

#### 3.2.8 Rate Changes

The Company expressly reserves the right to initiate tariff revisions seeking to change the applicable rates under which the Customer has obtained service during any specified service period greater than any minimum service period provided under this tariff, unless otherwise agreed upon between the Company and the Customer.

#### 3.2.9 Changes to Terms and Conditions

During any specified service period other than any minimum service period specified in this tariff, the Company expressly reserves the right to initiate changes in the terms and conditions under which service is provided, unless otherwise agreed upon between the Company and the Customer and filed in this tariff. If the Company initiates such tariff revisions without the Customer's agreement, the Customer may discontinue service without liability. If elected, this provision must be exercised by the Customer in writing within 30 days following the date of the Company's tariff filing. Any changes in the terms and conditions under which service is provided will be filed in this tariff.

3.0 LONG DISTANCE SERVICES

3.3 Special Access Surcharges

The Customer agrees to pay to the Company the amount of any monthly Special Access Surcharge which a Local Exchange Carrier may collect from or which the Company's underlying carrier(s) may impose on the Company for any services or facilities used to provide service.

3.4 Gross Receipts Tax

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on intrastate receipts are imposed by certain taxing jurisdictions upon the Company, its underlying carrier(s) or upon Local Exchange Companies and passed on to the Company through or with intrastate access charges, the amounts of such taxes or fees will be billed to customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the communications services provided to and billed to a Customer's service location equal to the amount of the tax or fee imposed upon or passed on to the Company.

3.5 Other Taxes and Surcharges

The customer will be billed for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

### 3.0 LONG DISTANCE SERVICES

#### 3.6 Rate Determination

The rate for a long distance call which is charged on a per call basis may be determined by:

- (a) The locations of the originating (calling) station and the terminating (called) station;
- (b) The time of day and the day of the week; and
- (c) The class of service applicable to the call.

The specific factors which apply to a given call and their application are listed in the rate section applicable to that type of call.

##### 3.6.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate, or international.

#### 3.7 Service Offerings

##### 3.7.1 Advantage Switched Long Distance Service

Advantage Switched Long Distance Service is a flat rate direct dialed interchange service which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six (6) second increments. All charges are billed monthly in arrears.

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### 3.0 LONG DISTANCE SERVICES

#### 3.7.2 Advantage Switched Inbound Toll Free Service

Advantage Switched Inbound Toll Free Service provides inbound Toll Free calls to terminating points throughout the United States which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll Free calls are billed to Electric Lightwave, Inc.'s customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

#### 3.7.3 Advantage Dedicated Long Distance Service

Advantage Dedicated Long Distance Service is a flat rate direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

#### 3.7.4 Advantage Dedicated Inbound Toll Free Service

Advantage Dedicated Inbound Toll Free Service provides inbound Toll Free calls to terminating points throughout South Carolina utilizing dedicated access facilities on the terminating end of each call. Charges for the Toll Free calls are billed to the Company's customers rather than the originating caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

#### 3.7.5 Electric Lightwave Travel Card Service

Electric Lightwave Travel Card Service is a calling card service that allows customers to call to and from anywhere in the United States. The caller dials an 800 number plus their identification code for access and then enters the digits of the terminating number. Calls are billed in arrears.

#### 3.7.6 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting customer. Nonpublished telephone number information is not provided with Directory Assistance.

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### 3.0 LONG DISTANCE SERVICES

#### 3.7.7 Electric Lightwave Prepaid Phone Card Service

Prepaid Phone Card Service is a product that is neither time of day nor distance sensitive while calling within the United States, that provides prepaid calling card service. This services permits use of a prepaid card for placing long distance calls. Users may purchase Electric Lightwave prepaid Calling cards at a variety of retail outlets or through other distribution channels. Prepaid Calling Cards are billed in one minute increments.

- (a) Electric Lightwave Phone Cards are available at a face value ranging from 5 minutes to 500 minutes. A call is placed by dialing an 800 number to obtain access to Electric Lightwave's network. The caller is prompted by an automated voice response system to enter his/her account number, and then to enter the terminating telephone number.
- (b) Electric Lightwave's Processor tracks the call duration and destination for rating purposes on a real time basis. The total price of each call, including applicable taxes, is deducted from the prepaid amount on the caller's card. Should the balance on the card approach zero, the caller is so advised, and, if desired, the caller may enter a valid account number on a separate Electric Lightwave card or may enter a valid commercial credit card number to continue the call. Callers may also add value to a Electric Lightwave card by arranging to charge a credit card on a regular basis.
- (c) Special features are available for use with the Electric Lightwave Prepaid Calling Card. These features include speed calling capability for two digit dialing of up to ten numbers. In addition, multiple calls can be made without redialing an access number or account number.
- (d) Electric Lightwave offers universal origination from anywhere within the state, and termination both domestically and internationally. Availability of termination may be limited by service availability for international direct dialing.
- (e) Electric Lightwave will enter into agreements with retailers or other distributors of Electric Lightwave Prepaid phone Cards to discount the price of cards purchased by a particular retailer or other distributor in order to induce the distributor to offer the cards to end users. These distribution arrangements will not affect the rates charged to end users of the cards.
- (f) All prepaid calling cards expire twelve (12) months after the date of first use.

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**3.0 LONG DISTANCE SERVICES****3.7.7 Electric Lightwave Prepaid Phone Card Service (continued)**

- (g) Cards are available at over-the-counter and dispenser locations. Usage rates are dependent on commission paid to vendors; all rate and company contract information is prominently displayed at the dispenser location; such information is also available from the company via 800 number provided on the reverse of the card. All rates apply to intrastate calls. Usage is per minute; there are no surcharges. Cards are available in \$5, \$10, \$20, \$30, \$50, and \$100 values, except as otherwise noted. An 800 number for customer service is indicated on the reverse of the card.
- (h) The calling process is detailed on the reverse of the calling card. Customers access the debit calling platform by dialing an 800 access number, entering the card identification number (provided on the front of the card) and entering the customer personal identification number (customers activate the card by calling free of charge to an 800 number on the reverse of the card, and, via voice-prompt automated order entry which directs the customer in choosing a PIN), and the terminating phone number. The platform monitors usage and advises the user of remaining time at the final one minute and at the final 30-second increments. The platform also advises the customer immediately prior to exhaustion of the allotted time for the card. Customer may recharge the card, as appropriate.
- (i) Calls processed by Electric Lightwave are rated and charged in increments of one "unit." One unit equals one minute of usage. Calls are generally rated using the rate plan designated and chosen for the particular card being utilized to place a call.
- (j) Chargeable time begins when the called party answers and a connection has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Calls are measured and billed in one minute increments; fractional minutes of use are rounded up to the next full minute. Calls beginning in one rate period and ending in another will be billed at the rate applicable at the beginning of the call. Consumers using Electric Lightwave Prepaid Calling Cards will not be charged for unanswered or uncompleted calls.

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### 3.0 LONG DISTANCE SERVICES

#### 3.8 Optional Features

##### 3.8.1 Verified Account Codes

Authorization codes used by the customer to restrict and/or monitor long distance usage. Upon the customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at the Customer's request.

##### 3.8.2 800/888 Call Blocking by Area Code

At the Customer's request, an 800/888 number can be blocked from access by area code parameters. Standard setup of 800/888 numbers is to allow calling access from all 50 states.

##### 3.8.3 800/888 Time of Day/Day of Week Routing

At the Customer's request, an 800/888 number can be routed differently based on time of day, or day of week parameters. This feature allows for an 800/888 number to be routed to multiple locations based on the pre-set pattern.

##### 3.8.4 800/888 Real Time ANI

This feature allows the customer to receive real time ANI information with each 800/888 call received. ANI provides Automatic Number Identification by delivering the outpulsed digits of the originating number.

##### 3.8.5 800/888 DNIS Sending

This feature allows the customer to receive DNIS digits of each 800/888 call received. The Customer can then depend on receiving dialed number identification, or dummy number, of the 800/888 number.

3.0 LONG DISTANCE SERVICES

3.8.5 DTO Dedicated

With DTO Dedicated Service (direct termination overflow), the Customer can choose to have their dedicated inbound Toll Free service overflow automatically to another dedicated facility between the Customer and Company.

3.8.6 DTO Switched

With DTO Switched Service, the Customer can choose to have their dedicated inbound Toll Free service overflow automatically to a switched line of their choosing.

3.0 LONG DISTANCE SERVICES3.9 Rates and Charges - Effective Rates

Effective rates and charges for each service are as specified below, and may be determined by both the term of the service commitment and the level of the monthly minimum billing agreed to by the Customer.

3.9.1 Advantage Switched Long Distance Service Rates

Per Minute Rate  
\$0.06

3.9.2 Advantage Switched Inbound Toll Free Service Rates

Per Minute Rate  
\$0.07

3.9.3 Advantage Dedicated Long Distance Service

Per Minute Rate  
\$0.05

3.9.4 Advantage Dedicated Inbound Toll Free Service Rates

Per Minute Rate  
\$0.05

3.9.5 Advantage Travel Card Service Rates

Per Minute	Term	Monthly Minimum
\$0.24	Month	None
\$0.22	Month	\$1,250
\$0.20	Month	\$2,500

3.0 LONG DISTANCE SERVICES3.9.6 Directory Assistance

Per call: \$0.75

3.9.7 Verified Account Codes

	Monthly Recurring Charge	Non-recurring Charge
1-499 Account Codes	\$15.00	\$30.00
500 + Account Codes	ICB	ICB

3.9.8 800/888 Call Blocking by Area Code

	Monthly Recurring Charge	Non-recurring Charge
Per Trunk Group	No Charge	\$10.00 per change

3.9.9 800/888 Time of Day/Day of Week Routing

	Monthly Recurring Charge	Non-recurring Charge
Per 800/888 Number	\$35.00	\$75.00 per change

3.9.10 800/888 Real Time ANI

	Monthly Recurring Charge	Non-recurring Charge
Per Trunk Group	\$100.00	\$200.00

3.0 LONG DISTANCE SERVICES3.9.11 800/888 DNIS Sending

	Monthly Recurring Charge	Non-recurring Charge
Per Trunk Group	\$35.00	\$75.00

3.9.12 DTO Dedicated

	Monthly Recurring Charge	Non-recurring Charge	Per Minute Rate
Per DTO	No Charge	\$50.00 per change	\$0.11

3.9.13 DTO Switched

	Monthly Recurring Charge	Non-recurring Charge	Per Minute Rate
Per DTO	No Charge	\$50.00 per change	\$0.15

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3.0 LONG DISTANCE SERVICES

3.10 Rates and Charges (Continued)

3.9.14 Prepaid Card Service

For call placed anywhere in the United States, the following rates apply:

Rate per minute:

Rate Plan	\$0.20
Rate Plan 2	\$0.25
Rate Plan 3	\$0.29
Rate Plan 4	\$0.33
Rate Plan 5	\$0.35
Rate Plan 6	\$0.40
Rate Plan 7	\$0.45
Rate Plan 8	\$0.50

3.9.15 Charitable Prepaid Card Service

Rate per minute:

Rate Plan 1	\$0.20
Rate Plan 2	\$0.25
Rate Plan 3	\$0.29
Rate Plan 4	\$0.33
Rate Plan 5	\$0.35
Rate Plan 6	\$0.40
Rate Plan 7	\$0.45
Rate Plan 8	\$0.50

3.9.16 Collectible Prepaid Card Service

Rate per minute:

Rate Plan 1	\$0.20
Rate Plan 2	\$0.25
Rate Plan 3	\$0.29
Rate Plan 4	\$0.33
Rate Plan 5	\$0.35
Rate Plan 6	\$0.40
Rate Plan 7	\$0.45
Rate Plan 8	\$0.50

3.0 LONG DISTANCE SERVICES3.10 Rates and Charges - Maximum Charges

Maximum rates and charges for each service are as specified below, and may be determined by both the term of the service commitment and the level of the monthly minimum billing agreed to by the Customer.

3.10.1 Advantage Switched Long Distance Service Rates

Per Minute Maximum Rate  
\$0.06

3.10.2 Advantage Switched Inbound Toll Free Service Rates

Per Minute Maximum Rate  
\$0.07

3.10.3 Advantage Dedicated Long Distance Service

Per Minute Maximum Rate  
\$0.05

3.10.4 Advantage Dedicated Inbound Toll Free Service Rates

Per Minute Maximum Rate  
\$0.05

3.10.5 Advantage Travel Card Service Rates

Per Minute Maximum	Term	Monthly Minimum
\$0.36	Month	None
\$0.33	Month	\$1,250
\$0.30	Month	\$2,500

3.0 LONG DISTANCE SERVICES3.10.6 Directory Assistance

Per call - Maximum Rate: \$1.00

3.10.7 Verified Account Codes

	Non-recurring Charge	Monthly Recurring Maximum Charge
1-499 Account Codes	\$30.00	\$23.00
500 + Account Codes	ICB	ICB

3.10.8 800/888 Call Blocking by Area Code

	Non-recurring Charge	Monthly Recurring Maximum Charge
Per Trunk Group	\$10.00 per change	No Charge

3.10.9 800/888 Time of Day/Day of Week Routing

	Non-recurring Charge	Monthly Recurring Maximum Charge
Per 800/888 Number	\$75.00 per change	\$53.00

3.10.10 800/888 Real Time ANI

	Non-recurring Charge	Monthly Recurring Maximum Charge
Per Trunk Group	\$200.00	\$150.00

3.0 LONG DISTANCE SERVICES3.10.11 800/888 DNIS Sending

	Non-recurring Charge	Monthly Recurring Maximum Charge
Per Trunk Group	\$75.00	\$53.00

3.10.12 DTO Dedicated

	Non-recurring Charge	Per Minute Maximum Rate
Per DTO	\$50.00 per change	\$0.17

3.10.13 DTO Switched

	Monthly Recurring Charge	Non-recurring Charge	Per Minute Maximum Rate
Per DTO	No Charge	\$50.00 per change	\$0.23

3.0 LONG DISTANCE SERVICES

3.10 Rates and Charges (Continued)

3.10.14 Prepaid Card Service - Maximum Rate

Rate per minute:  
\$0.75

3.10.15 Charitable Prepaid Card Service - Maximum Rate

Rate per minute:  
\$0.75

3.10.16 Collectible Prepaid Card Service

Rate per minute:  
\$0.75