This Tariff replaces Comcast Business Communications, Inc., Tariff No. 2 in its entirety.

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of South Carolina by Comcast Business Communications, LLC, d/b/a Comcast Long Distance. This tariff is on file with the South Carolina Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: Comcast Business Communications, LLC, d/b/a Comcast Long Distance, 1500 Market Street, Philadelphia, PA 19102.

CHECK SHEET

The title page and pages 1-50 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
1	Original	21	Original	41	Original
2	Original	22	Original	42	Original
3	Original	23	Original	43	Original
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6	Original	26	Original	46	Original
7	Original	27	Original	47	Original
8	Original	28	Original	48	Original
9	Original	29	Original	49	Original
10	Original	30	Original	50	Original
11	Original	31	Original		
12	Original	32	Original		
13	Original	33	Original		
14	Original	34	Original		
15	Original	35	Original		
16	Original	36	Original		
17	Original	37	Original		
18	Original	38	Original		
19	Original	39	Original		
20	Original	40	Original		

* New or Revised Pages

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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 Pages 3 and 4 would be numbered 3.1.

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

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

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designed 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.

APPLICABILITY

This Tariff contains the service offerings, rates, terms and conditions applicable to the furnishing of intrastate intraLATA and interLATA telecommunications services within the State of South Carolina by Comcast Business Communications, LLC, d/b/a Comcast Long Distance (hereinafter "Company").

EXPLANATION OF SYMBOLS

(D) To signify discontinued material

(I) To signify a rate or charge increase

(M) To signify material relocated without change in text or rate

(N) To signify new material

(R) To signify a reduction

(T) To signify a change in text but no change in rate or regulation

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SECTION 1 - DEFINITION OF TERMS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination - Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Additional Billing Increment - Additional Billing Increment is the rate element used to bill for the chargeable time when a call continues beyond the Initial Billing Increment. Additional Billing Increment begins when the Initial Billing Increment ends (e.g., with the second minute of a call for which the Initial Billing Increment is one minute). Additional rates apply to each Additional Billing Increment, or any fraction thereof, that chargeable time continues beyond the Initial Billing Increment. Thus, for Service with an Initial Billing Increment of one (1) minute, a call with an actual duration of two (2) minutes and one (1) second would incur the full Initial Billing Increment charge and the charge for two (2) Additional Billing Increments.

Administrative Change - A change in Customer billing address or contact name.

Alternate Access - Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

ANI - ANI (Automated Number Identification) refers to the specific and unique Calling Party's billing number delivered by a local exchange carrier to any interconnecting carrier for billing or routing purposes.

Application for Service - A standard Company order form which includes all pertinent billing, technical and other descriptive.

ASR - ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorization Code - A numerical sequence which enables a Customer to access Company's network to place a Call and which is used by the Company to identify the customer for billing purposes.

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

SECTION 1 - DEFINITION OF TERMS (CONT'D)

Bandwidth - The total frequency band, in hertz, allocated for a channel.

Bill Date - The date on which billing information is compiled and sent to the Customer.

Business (a/k/a Commercial) - Service which originates from, or is billed to, a line for which the Customer pays a rate that is described solely as a business or commercial rate in the applicable local exchange carrier's tariff for switched services.

Call - A completed connection between the Calling and Called Stations.

Called Station - The telephone number called.

Calling Station - The telephone number from which a Call originates.

Cancellation of Order - A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit - A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission - The South Carolina Public Service Commission

Company - Comcast Business Communications, LLC d/b/a Comcast Long Distance.

Company Recognized National Holidays - The following are Company Recognized National Holidays determined at the location of the originator of the Call. The Company observes the following federally recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

SECTION 1 - DEFINITION OF TERMS (CONT'D)

Customer - The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises - Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS - DCS means Digital Cross-Connect System.

Dedicated Access/Special Access - Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0 - DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1 - DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access - DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access - DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date - The Due Date is the date on which payment is due.

SECTION 1 - DEFINITION OF TERMS (CONT'D)

Expedite - A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC - Federal Communications Commission

Individual Case Basis (ICB) - Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances.

Initial Billing Increment - Initial Billing Increment is the initial rate increment of a call placed under any Service provided by Company. The initial rate increment will apply if a call has a minimum duration of the entire Initial Billing Increment or any fraction thereof. Thus, by way of example, for Service with an Initial Billing Increment of (1) minute, a call with an actual duration of less than one (1) minute will be billed the full Initial Billing Increment.

Installation - The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service - Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption - Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

SECTION 1 - DEFINITION OF TERMS (CONT'D)

Kpbs - Kilobits per second.

LATA (Local Access Transport Area) - A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access - Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider - Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC) - The local telephone utility that provides telephone exchange services.

Mbps - Megabits per second.

Multiplexing - Multiplexing, or "mixing", is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A - Not available.

N/C - No charge.

Nonrecurring Charges - Nonrecurring Charges are one-time charges.

Payment Method - The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change - The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP) - A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

SECTION 1 - DEFINITION OF TERMS (CONT'D)

Primary Route - The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line - A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service - A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center - A specified geographical location used for determining mileage measurements.

Requested Service Date - The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Residential - Service which originates from, or is billed to, a line for which Customer pays a rate that is described solely as a residential rate in the applicable local exchange carrier's tariff for switched services.

Restore - To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity - Two channels which are furnished partially or entirely over two physically separate routes.

Service - Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period - The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Service Commencement Date - The day 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 in the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance.

Service Order - A 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 is one means of initiating the respective obligations of the parties as set forth therein and pursuant to the tariffs of the Company, however, the duration of Service is calculated for the Service Commencement Date.

SECTION 1 - DEFINITION OF TERMS (CONT'D)

Special Promotional Offerings - Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date - The Requested Service Date or the date Service first is made available by the Company whichever is later.

Switched Access - Nondedicated Local Access between the Customer's Premise and the serving wire center which is interconnected to the Company's Point-of-Presence for origination or termination of Service.

Tariff - The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the South Carolina Public Service Commission.

Transmission Speed - Date transmission speed or rate, in bits per seconds (bps).

Twelve O'Clock - In designated time, 12:00 a.m. refers to 12:00 Midnight and 12:00 p.m. refers to 12:00 Noon.

Two-Way Conversation - A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF - VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

SECTION 2 - RULES AND REGULATIONS

2.1. Description and Limitations of Services

2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.

2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in this tariff, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.

2.1.3. The Company may require a Customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of Service. The application shall state the date on which Service shall begin and the points between which Service is to be provided, the type of facilities required, and any special arrangements related thereto.

2.1.4. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.

2.1.5. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1. Description and Limitations of Services (Cont'd)

2.1.6. Service may be discontinued after five business days written notice to the Customer if:

2.1.6.A. the Customer is using the Service in violation of this Tariff; or

2.1.6.B. the Customer is using the Service in violation of any law or Commission or FCC rule, order, or regulation.

2.1.7. Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customer as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by Company in its reasonable judgment.

2.1.8. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

2.1.9. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation. In the event Customer has agreed to a service commitment period, any cancellation prior to the expiration of the service commitment period shall not relieve Customer of the obligation to pay cancellation charges as specified in this tariff.

2.1.10. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

2.1.11. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2. Equipment

2.2.1. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to Company's equipment.

2.2.2. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.2.3. The Company reserves the right of entrance for its employees, agents or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or removing the Company's equipment. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

2.2.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2. Equipment (Cont'd)

2.2.5. In order to protect the Company's facilities and personnel and the Services furnished to other Customers by the Company from potentially harmful effects, Customer shall ensure the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of other shall be provided at the Customer's expense.

2.2.6. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied within the installation, operations and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

2.2.7. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel, including the suspension of Service.

2.3. Other Terms and Conditions

2.3.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.

2.3.2. A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

2.3.3. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3. Other Terms and Conditions (Cont'd)

2.3.4. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

2.3.5. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.

2.3.6. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").

2.3.7. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.

2.3.8. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

2.3.9. The remedies set forth herein in favor of Company shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4. Liability

2.4.1. Except as otherwise expressly provided in this Section 2.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff or the provision of Service as described herein.

2.4.2. Except as otherwise expressly provided in this Section 2.4, with respect to any claim or suit, by a Customer or by any other, for damages associated with the order (including the reservation of any specific number for use with this Service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any Service or facilities offered under this tariff, the liability of Company shall not exceed an amount equal to the charge applicable under this tariff to the period during which claimant's Service was affected. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which the Service was affected.

2.4.3. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.

2.4.4. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4. Liability (Cont'd)

2.4.5. Company shall not be liable for any representation made by Company employees, agent or affiliates, that do not comport, or that are inconsistent with the provisions of this Tariff.

2.4.6. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by other entities.

2.4.7. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

2.4.8. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4. Liability (Cont'd)

2.4.9. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS TARIFF. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ITS SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

2.4.10. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company 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 routing the Call, or (b) the sum of $1,000.00.

2.4.11. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.

2.4.12. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5. Cancellation of Service by a Customer

2.5.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

2.5.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.6. Cancellation for Cause by the Company

2.6.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.6.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6. Cancellation for Cause by the Company (Cont'd)

2.6.2. (Cont'd)

2.6.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);

2.6.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

2.6.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);

2.6.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;

2.6.2.E. immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.6.2.F. in the event of unauthorized use.

2.6.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.6.4. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its reasonable control.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6. Cancellation for Cause by the Company (Cont'd)

2.6.5. Service may be discontinued by Company without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain codes, when the Company deems it necessary to take such action to prevent unlawful use of its Service. The Company will restore Service as soon as it can be provided without undue risk.

2.6.6. Following the disconnection of Service for any of these reasons, the Company or the local exchange utility acting as Company's agent, will notify the Customer that Service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a Customer can obtain additional information. Notice shall be deemed given upon deposit, of a postage prepaid envelope containing Notice, in the U.S. Mail to Customer's last known address and in compliance with the Commission's rules.

2.7. Use of Service

2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.4 of this tariff. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulation.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7. Use of Service (Cont'd)

2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

2.7.2A. One joint user or Authorized User must be designated as the Customer.

2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8. Payment Arrangements

2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

2.8.2. In the event an Authorization Code is assigned to Customer, the Customer shall be responsible for all Service billed to such Authorization Code until such time as Company receives written notification from Customer to cancel such Authorization Code.

2.8.3. The Company's bills are due upon receipt. Amounts not paid within 15 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

2.8.4. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). For end users or Customers whom the Company believes an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the next month, not to exceed two months in total.

2.8.5. Disputes with respect to charges must be presented to the Company in writing within the time period specified by the applicable statute of limitations, or such invoice will be deemed to be correct and binding on the Customer.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8. Payment Arrangements (Cont'd)

2.8.6. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

2.8.7. In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.8.8. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for a payment of a handling fee of no greater than that allowed by South Carolina law. This charge will be in addition to any charges assessed by any bank or financial institution.

2.9. Notice

2.9.1. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10. Assignment

2.10.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.11. Tax Adjustments

2.11.1. All stated charges in this Tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

2.11.2. A surcharge is imposed on all charges for Service originating at addresses in states which levy a gross receipts tax on Company's operations. This surcharge is composed of a factor of the gross receipts tax and taxes imposed directly or indirectly upon Company as measured by the gross receipts payments or revenues of interstate access charges will be shown as a separate line item on the Customer's monthly invoice.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12. Fees and Assessments

2.12.1. Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, compensation to payphone service providers for the use of their payphones to access Company Service.

A. Payphone Surcharge: Services provided pursuant to this tariff which are identified by Company as pay telephone station-originated calls are subject to a $0.30 per call surcharge. Unless specifically stated other wise, this surcharge will apply to calls made using the following Company Services: (i) calling card; (ii) prepaid phone card; (iii) toll-free service; and (iv) 10XXX dial around service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13. Method for Calculation of Airline Mileage

2.13.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 according to the following formula:

the square root of: $\frac{(V1-V2)^2 + (H1-H2)^2}{10}$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

V	H	
City 1	5004	1406
City 2	5987	3424

the square root of: $\frac{(5004-5987)^2 + (1406-3424)^2}{10}$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. Time of Day Rate Periods

2.14.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

Any time of day rates shown in Section 4 apply as follows:

DAY:	From 8:00 AM to 5:00 PM Monday - Friday
EVENING:	From 5:00 PM to 11:00 PM Monday - Friday and Sunday
NIGHT/ WEEKEND:	From 11:00 PM to 8:00 AM Everyday From 8:00 AM to 11:00 PM Saturday From 8:00 AM to 5:00 PM Sunday

2.14.2. With respect to any time of day period listed in Section 4 of this tariff, the period begins exactly at the first listed hour and ends up to but not including the start of the second listed hour. Thus, by way of example, a time period listed as "11:00PM to 8:00AM" would begin exactly at 11:00 PM and continue up to, but not including 8:00AM.

2.14.3. When a call begins in one rate period and ends in another, the rate in effect at the beginning of the call applies to the entire call. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

2.15. Special Customer Arrangements

2.15.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.16. Inspection

2.16.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

2.17. Timing of Calls

2.17.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. The establishment of the connection is determined, where available, by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When hardware answer supervision is unavailable and software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. Chargeable time for a call ends when one of the calling parties disconnects from the call. If the Called Station "hangs up" but the Calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company.

2.17.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is thirty (30) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

2.18. Rounding

2.18.1. In the event the total charge for a call includes a fraction of a cent, the cost shall be rounded up to the next highest cent.

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Telecommunications Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Switched Outbound Service

3.3.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.4. Calling Card Programs

3.4.1. **Commercial Calling Card Plan A -** Commercial Calling Card Program A is available to Company's Commercial Customers who hold a valid Company Calling Card. Calls are placed by dialing a toll-free number furnished by Company, and then entering the Authorization Code followed by the destination number. This plan only applies to calls completed without live or automated operator assistance. This plan is available to Customers who have a Commercial line pre-subscribed to Company for Service.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.5. Dedicated Service

Dedicated service provides for a dedicated digital communications path at the DS-0 or DS-1 level between a Customer-designated premises and the serving wire center of that premises.

SECTION 4 - RATE SCHEDULES

4.1. Commercial Usage Rates

4.1.1. The following are the usage charges which apply to all calls. These charges are in addition to any Non-recurring Charges and Recurring Charges referred to herein.

4.2. Switched Inbound Commercial Usage Rates

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
Month-to-Month	$0.0495	$0.0099
One-Year Term	$0.0475	$0.0095
Two-Year Term	$0.0445	$0.0089
Three-Year Term	$0.0425	$0.0085

4.3. Dedicated Inbound Commercial Usage Rates

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
One-Year Term	$0.0295	$0.0059
Two-Year Term	$0.0275	$0.0055
Three-Year Term	$0.0255	$0.0051

SECTION 4 - RATE SCHEDULES (CONT'D)

4.4. Switched Outbound Commercial Usage Rates

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
Month-to-Month	$0.0495	$0.0099
One-Year Term	$0.0475	$0.0095
Two-Year Term	$0.0445	$0.0089
Three-Year Term	$0.0425	$0.0085

4.5. Dedicated Outbound Commercial Usage Rates

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
One-Year Term	$0.0295	$0.0059
Two-Year Term	$0.0275	$0.0055
Three-Year Term	$0.0255	$0.0051

4.6. Calling Card Programs

4.6.1. Commercial Calling Card Plan A

Initial Billing Increment:	30 Seconds
Additional Billing Increment:	6 Seconds
Per 30 Seconds Rate:	$0.15
Per 6 Seconds Rate:	$0.03

SECTION 5 - MAXIMUM USAGE RATES

5.1. Switched Inbound Commercial Usage Rates

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
Month-to-Month	$0.099	$0.0198
One-Year Term	$0.095	$0.0190
Two-Year Term	$0.089	$0.0178
Three-Year Term	$0.085	$0.0170

5.2. Dedicated Inbound Commercial Usage Rates

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
One-Year Term	$0.059	$0.0118
Two-Year Term	$0.055	$0.0110
Three-Year Term	$0.051	$0.0102

SECTION 5 - MAXIMUM USAGE RATES (CONT'D)

5.3. Switched Outbound Commercial Usage Rates

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
Month-to-Month	$0.099	$0.0198
One-Year Term	$0.095	$0.0190
Two-Year Term	$0.089	$0.0178
Three-Year Term	$0.085	$0.0170

5.4. Dedicated Outbound Commercial Usage Rates

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
One-Year Term	$0.059	$0.0118
Two-Year Term	$0.055	$0.0110
Three-Year Term	$0.051	$0.0102

SECTION 6 -SPECIAL PROMOTIONAL OFFERINGS

The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings of limited duration, not to exceed ninety (90) days, designed to attract new subscribers or to increase subscriber awareness of a particular Service offering. Such Promotional Offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other applicable terms and conditions contained in this tariff will apply to such Promotional Offerings. The Company, pursuant to all applicable laws and regulations, will notify the Commission prior to the start of such Promotional Offerings about the availability and duration of such Promotional Offerings.

SECTION 7 - MARKETING GUIDELINES

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

SECTION 8 - GRANDFATHERED SERVICES

8.1. Residential 1+ Calling Programs

Services and rates listed in this section are available only to existing subscribers as of December 19, 2001.

8.1.1. Residential Calling Plan A – Residential Calling Plan A offers Residential Customers a plan combining a flat per-minute, non-distance sensitive charge for their intrastate calling. The rates apply when Calls are completed without the assistance of a live or automated operator and billed to the telephone number from which the Call originates, and which is pre-subscribed to this Service plan. This Service may be utilized for Calls that originate on a Residential line.

A. Maximum Rates

Initial Billing Increment:	One Minute
Additional Billing Increment:	One Minute
Per Minute Rate:	$0.25

B. Current Rates

Initial Billing Increment:	One Minute
Additional Billing Increment:	One Minute
Per Minute Rate:	$0.13

SECTION 8 - GRANDFATHERED SERVICES (CONT'D)

8.2. Commercial Switched Access 1+ Calling Programs

Services and rates listed in this section are available only to existing subscribers as of December 19, 2001.

8.2.1. Commercial Calling Plan A – Commercial Calling Plan A offers Commercial Customers a plan offering a non-distance sensitive charge for their intrastate calling. The rates apply when Calls are completed without the assistance of a live or automated operator and billed to the telephone number from which the Call originates, and which is pre-subscribed to this Service plan. This Service may be utilized for Calls that originate on a Commercial line.

A. Current Rates

Initial Billing Increment:	18 Seconds
Additional Billing Increment:	6 Seconds
Per 18 Seconds Rate:	$0.0657
Per 6 Seconds Rate:	$0.0219

SECTION 8 - GRANDFATHERED SERVICES (CONT'D)

8.3. Commercial Switched Access Toll-Free Calling Programs

Services and rates listed in this section are available only to existing subscribers as of December 19, 2001.

8.3.1. Commercial Toll-Free Calling Plan A - Commercial Toll-Free Calling Plan A offers Commercial Customers a non-distance sensitive charge for their intrastate calling. This Service plan allows for inward dialing in which the Customer, not the Calling Party, pays for the Call's charges. This Service plan may be utilized for termination on a Commercial line.

A. Current Rates

Initial Billing Increment:	18 Seconds
Additional Billing Increment:	6 Seconds
Per 18 Seconds Rate:	$0.0741
Per 6 Seconds Rate:	$0.0247

SECTION 8 - GRANDFATHERED SERVICES (CONT'D)

8.4. Commercial Dedicated Access 1+ Calling Programs

Services and rates listed in this section are available only to existing subscribers as of December 19, 2001.

8.4.1. Commercial Dedicated 1+ Calling Plan A – Commercial Dedicated 1+ Calling Plan A is an intrastate dedicated digital Interexchange Channel Service in which Customers employ full-time transmission Service utilizing entirely dedicated access arrangements between Company's network and Customer's premises. The Customer is required to interconnect with Company at the Point-of Presence closest to Customer's premises.

A. Current Rates

Initial Billing Increment:	18 Seconds
Additional Billing Increment:	6 Seconds
Per 18 Seconds Rate:	$0.0657
Per 6 Seconds Rate:	$0.0219

SECTION 8 - GRANDFATHERED SERVICES (CONT'D)

8.5. Commercial Dedicated Access Toll-Free Calling Programs

Services and rates listed in this section are available only to existing subscribers as of December 19, 2001.

8.5.1. Commercial Dedicated Toll-Free Calling Plan A - Commercial Dedicated Toll-Free Plan A is an inbound intrastate dedicated digital Interexchange Channel Service in which Customer employs full-time transmission Service utilizing entirely dedicated access arrangements between Company's network and Customer's premises. Customer is required to interconnect with Company at the Point-of-Presence closest to Customer's premises.

A. Current Rates

Initial Billing Increment:	18 Seconds
Additional Billing Increment:	6 Seconds
Per 18 Seconds Rate:	$0.0741
Per 6 Seconds Rate:	$0.0247

SECTION 8 - GRANDFATHERED SERVICES (CONT'D)

8.6. Calling Card Programs

Services and rates listed in this section are available only to existing subscribers as of December 19, 2001.

8.6.1. 30/30 Residential Calling Card Plan – The 30/30 Residential Calling Card is available to Company's Residential Customs who hold a valid Company Calling Card. Calls are placed by dialing a toll-free number furnished by Company, and then entering the Authorization Code followed by the destination number. This plan only applies to Calls completed without live or automated operator assistance. This plan is available to Customers who have a Residential line pre-subscribed to Company for Service.

A. Maximum Rates

Initial Billing Increment:	1 Minute
Additional Billing Increment:	1 Minute
Per Minute Rate:	$0.50

B. Current Rates

Initial Billing Increment:	1 Minute
Additional Billing Increment:	1 Minute
Per Minute Rate:	$0.30

C. Surcharge

In addition to the rate listed above, there is a surcharge of $0.30 ($0.40 maximum) per call for use of this Service. This Service is not subject to the Payphone Surcharge listed in section 2.12.1.A of this tariff.

SECTION 8 - GRANDFATHERED SERVICES (CONT'D)

8.7. Prepaid Calling Card Service Programs

Services and rates listed in this section are available only to existing subscribers as of December 19, 2001.

Prepaid Calling Card Service allows a Customer to pay a fixed dollar amount in advance for outbound long distance Service for Calls placed using Company Prepaid Calling Cards. The Customer will use a toll-free number listed on the card to access this Service.

Use is deducted from the card on a real-time basis. All Calls must be charged against a card that has a sufficient available balance. The Customer will be notified one (1) minute in advance of the exhaustion of the card. Calls in progress will be terminated by Company if the balance of the card is insufficient to continue the Call. Cards are non-refundable and cannot be recharged. The expiration date is printed on the card.

The following types of Calls may not be completed through use of Prepaid Calling Card Service:

Calls to 900 and 976 numbers
Calls to Directory Assistance
Operator assistance calls

Prepaid Calling Card Service is offered on a first-come, first-served basis.

Calls are billed in whole one-minute increments with partial minutes of usage rounded up to the next full minute. Calls originating from payphones are subject to a surcharge indicated as the "Payphone Surcharge", in addition to the regular charge for the Call.

SECTION 8 - GRANDFATHERED SERVICES (CONT'D)

8.7. Prepaid Calling Card Service Programs

8.7.1. Collector Prepaid Calling Card Service

Company will provide Prepaid Calling Card Service using cards where the card itself has a value (e.g., includes a picture or a licensed property or because of the material used in making the card) that is distinct from the value of the telecommunications Service. The value of the telecommunications Service (in minutes or dollars) will be indicated visibly on the card prior to purchase. Cards may be used for both domestic and international Services, or may be limited to domestic use only.

A. Hockey Collector Prepaid Calling Card

This Collector card will feature nationally known hockey players, and will be offered in sets or on a per-card basis.

Maximum Rates

Card Denomination	Per Minute Charge for Telecommunications Service	Payphone Surcharge
15 Minutes	$0.25	1 Minute

Current Rates

Card Denomination	Per Minute Charge for Telecommunications Service	Payphone Surcharge
15 Minutes	$0.15	1 Minute