

TITLE PAGE

TERMS AND CONDITIONS OF LOCAL SERVICE

PROVIDED BY

**tw telecom of north carolina l.p.**

This document contains the rules and regulations applicable to the furnishing of local telecommunications business services provided by by **tw telecom of north carolina l.p.** (the "Company") within the state of North Carolina. This document is available on the Company's Internet website at [www.twtelecom.com](http://www.twtelecom.com) and at the Company's principal place of business during regular business hours at 10475 Park Meadows Drive, Littleton, CO 80124.

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CHECK SHEET

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

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#### DOCUMENT FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version of the Document. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Sheet for the page currently in effect.
- C. 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.
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  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets- When the Company revises sections of this Document, it will update the Check Sheets. The Check Sheet lists the pages contained in the Document, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement that connects the Customer's location to a Company switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

**Business Service** - Service provided under this document and the Company's Price List where the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, or where the listing required is such as to indicate business use. Individual lines terminated at a private residence location for residence subscribers desiring to conduct business from their home where a business listing is not employed in the telephone directory is not considered Business Service.

**Commission** - North Carolina Utilities Commission.

**Company** - **tw telecom of north carolina l.p.**

**Customer** - The person, firm, corporation or other entity that orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's Local Service Terms and Conditions and Price List.

**Dedicated Access** - See Special Access.

**End User** - Any person, firm, corporation, partnership or other entity that uses the services of the Carrier under the provisions of the Company's Local Service Terms and Conditions and this Price List. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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

Equal Access - The ability of the Company to serve End Users on a pre-subscribed basis rather than through the use of dial access codes

Holidays - Holidays observed by the Company as specified in this Price List.

IBL - Integrated Business Line Service.

ICB - Individual Case Basis.

Integrated Business Line Service - Service provided to qualified Customers that allows grouping of rate components to meet a Customer's specific needs.

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company

NCUC - North Carolina Utilities Commission.

Premises - A building or buildings on contiguous property.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

VersiPak - Service provided to qualified Customers that allows grouping of rate components to meet a Customer's specific needs.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company is a facilities-based common carrier providing local telecommunications services within the State of North Carolina to Customers located in the following exchanges:

Albermarle	Greensboro
BellSouth Research Triangle Park	Hillsborough
Burlington	Kernersville
Cary (including Morrisville)	Monroe
Chapel Hill (including Carrboro)	Raleigh-Durham Airport
Charlotte	Raleigh (including Garner)
Concord	Salisbury
Davidson	Shelby
Durham	Statesville
Fayetteville	Winston-Salem
GTE Research Triangle Park	Zebulon
Gastonia	

Service is provided twenty-four (24) hours per day, seven (7) days a week.

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

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of these Terms and Conditions and the Company's Local Service Price List No. 1. The Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.
- 2.2.2 The Company reserves the right to discontinue or limit service or impose requirements as required to meet changing regulatory requirements, or when such requirements have a material adverse economic affect on the feasibility of providing service, as determined by the Company in its reasonable judgment, or when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of these Terms and Conditions or the Company's Local Service Price List No. 1, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under these Local Service Terms and Conditions and the Company's Local Service Price List No. 1 are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in these Local Service Terms and Conditions shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 Service is furnished on the condition that it will be used only for authorized and lawful purposes.
- 2.2.7 The Company will not be in default hereunder for any failure or delay in performance caused by strike or other labor problems, power fluctuations, surges or failures, acts of God, fire, flood, adverse weather conditions, cable cuts, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of eminent domain rights, war or civil unrest or disorder or any other causes beyond the Company's reasonable control ("Force Majeure Event").

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

2.3 Use

Services provided under these Terms and Conditions and the Company's Local Service Price List No. 1 may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 The liability of the Company for direct damages or personal injury caused by its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by these Local Service Terms and Conditions. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, moving, changing, termination, maintenance, repair, errors, omissions, delays, interruption or restoration of any service or facilities offered under these Local Service Terms and Conditions and the Company's Local Service Price List No. 1, the Company's liability, if any, is limited to 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.13.

2.4.2 In no event will Company be responsible for consequential damages or lost profits suffered by Customer.

2.4.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service which service or equipment is related to the Service supplied by the Company, but is not furnished by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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

2.4 Liabilities of the Company, (Cont'd.)

2.4.4 The Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer;
- C. All claims of any kind by Customer's end users; and
- D. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.5 Equipment

2.5.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply on a continuing basis with technical specifications established by the Company. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer shall compensate the Company for such service call at the Company's then prevailing rates.

2.5.2 Other than the facilities, termination equipment or channel derivation equipment provided by the Customer, the Company will provide, install, and maintain, repair, operate and control any equipment, cable or facilities associated with or connected with its network. Unless otherwise provided, the Company is responsible for purchasing such equipment and such equipment remains the property of the Company. The Customer is responsible for any loss or damage to such equipment arising out of the negligent or willful act of the Customer or its agents, employees, or authorized users.

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

2.6 Installation and Termination

2.6.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in these Local Service Terms and Conditions or the Company's Local Service Price List No. 1.

2.6.2 If the Customer requests a change in the service order (excluding requests to expedite the due date as provided below), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to modify the service order.

Order Modification Charge      \$100.00

2.6.3 The Company may terminate Service if the Customer's material breach is not corrected within 30 days of written notice thereof. Termination for any reason shall not relieve the Customer of liability incurred prior to termination. If the Customer terminates Service(s) prior to the end of the term, the Customer's termination liability shall be 100% of the monthly recurring charges for the remaining term of the Service(s). The Company reserves the right to impose termination charges at a higher rate than stated hereunder if the Company incurs unusually high capital costs to provide or remove Service(s) to or from the Customer's location. The Company also reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to terminate Service.

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

2.7 Payment and Credit Regulations

2.7.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

Billing for Services begins on the date the Company notifies the Customer that Service has been installed and tested by the Company and is available for the Customer's use ("Service Date"). Charges for Services, including applicable federal, state, and local taxes, will be billed in advance, except for charges based on usage, which will be billed one month in arrears. Charges are due within thirty (30) days from the date of the bill, but in no event later than the commencement of the next billing period.

Objections to billed charges must be reported to the Company within 120 days of receipt of billing. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

The Company reserves the right to deny a request for additional services or restoration of services unless and until the Customer's account is in current status.

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

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.1 Payment Arrangements, (Cont'd.)

Charges for installations, service connections, moves, and rearrangements, and other engineering services performed by the Company, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Local Service Terms and Conditions and the Company's Local Service Price List No. 1.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. The Company will not port or transfer Customer's telephone number(s) to any other Carrier unless and until the Customer satisfies all outstanding invoices due and payable to the Company.

The Customer is responsible for all usage charges, damages and loss resulting from the unauthorized or fraudulent use by Customer, its agents, employees or third parties, of the services provided hereunder if such charges, damages or loss results from the failure, malfunction, inadequacy or failure to properly secure Customer-provided equipment.

2.7.2 Deposits

The Company reserves the right to require a deposit as a condition to the initial provision of Services or as a condition to the continued provision of Services.

2.7.3 Advance Payments

The Company reserves the right to require advance payment prior to performing.

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

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.4 Taxes, Surcharges and Fees

Company reserves the right to bill any and all applicable taxes, surcharges and fees including, but not limited to: Federal Excise Tax; State Sales Tax; Municipal Taxes; Gross Receipts Taxes; and any taxes, surcharges, fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes will be itemized separately on Customer invoices or billing detail report.

2.7.5 Late Payment Charge and Cost of Collection

A late fee of 1.0% per month will be charged on any company billed past due balance. In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.

2.7.6 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to North Carolina law and Commission regulations.

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

2.8 Cancellation by Customer

Unless a Customer has purchased service under a term agreement plan, the service may be cancelled at any time by contacting the Company. The minimum service period for service not furnished under a term plan for which monthly charges apply is thirty days. The Customer must provide proper identification when ordering or canceling service. Order cancellation and/or termination liability charges may apply. If the Customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

Order Cancellation Charge	\$100 per circuit or 25% of the monthly recurring rate for the cancelled circuit, whichever is higher
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2.9 Interconnection

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

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

2.10 Refusal or Discontinuance of Service by Company

The Company may refuse or discontinue service under the following conditions and in accordance with NCUC Rule R12-8. Unless otherwise stated, the Customer will be given five (5) day's written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements. (See Section 2.7.2).
- (d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (f) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases under NCUC Rule R12-8.

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

2.10 Refusal or Discontinuance by Company, (Cont'd.)

- (g) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (h) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (i) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company, before restoring service, may require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use.
- (j) For failure of the Customer to make proper application for service.
- (k) For Customer's breach of the contract for service between the Company and the Customer.
- (l) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Customer shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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

2.12 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Such promotions will be filed in this Local Service Terms and Conditions document on not less than thirty (30) days' notice.

2.13 Credit Allowances for Interruption of Service

The Company will credit the Customer as set forth below for interruptions in service which is provided entirely on the Company's network not due to the negligence of or non-compliance with the provisions of these Local Service Terms and Conditions by the Customer, nor to the operations or malfunction of the facilities, power, or equipment provided by the Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished and maintained by Company hereunder. Credit allowances issued pursuant to this section shall be the Customer's sole remedy for service outage claims.

2.13.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperable, but refuses to release it for testing and repair or does not provide the Company with access to the Customer's premises, it is considered impaired but not interrupted.

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

2.13 Credit Allowances for Interruption of Service, (Cont'd.)

2.13.1 Credit for Interruptions, (Cont'd.)

- B. The Customer must obtain a trouble ticket by calling 1-800-829-0420, for transport services, or 1-888-245-0608 for switched services. The Company will issue a credit for service interruptions, if applicable, in accordance with these Local Service Terms and Conditions. The duration of the interruption is determined solely by the date and time the trouble ticket was opened and closed out as a resolved issue. Credits will not be issued, unless a trouble ticket exists for the facility, service or circuit in question.
- C. For calculating allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis and is dependent upon the length of the interruption. Only those facilities or services on the interrupted portion of the circuit will receive a deposit.

2.13.2 The Company shall issue no credit for interruptions if caused by a Force Majeure event as defined in Section 2.2.7.

2.13.3 Application of Credit for Interruptions

- A. Credits for services that are provided and billed on a flat rate basis for a minimum period of at least one month shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the length of the interruption.
- B. A credit allowance will be given to a Customer, upon request of the Customer, for interruptions of thirty (30) minutes or greater if reported in accordance with Section 2.13.1 B above. Two or more interruptions of fifteen (15) minutes or more in any one 24-hour period will be combined into one cumulative interruption.

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

2.13 Credit Allowances for Interruption of Service, (Cont'd.)

2.13.3 Application of Credit for Interruptions, (Cont'd.)

C. Amount of Credit

Length of Interruption	Credit
Less than 30 minutes	None
Greater than 30 minutes but less than 24 hours	1/1440 of monthly recurring charge per 30 minute outage
Greater than 24 hours	1/144 of monthly recurring charge per each 3 hour outage

- D. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

2.14 Special Customer Arrangements

In cases where a Customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under these Local Service Terms and Conditions or the Company's Local Service Price List No.1, the Company may, at its option, provide the requested service under contract.

2.15 Other Rules

2.15.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the NCUC.

2.15.2 The Customer may not assign its rights or obligations hereunder without the prior written consent of the Company, which shall not be unreasonably withheld or delayed.

2.15.3 All prices, terms, or conditions associated with any Service Contract entered into by the Customer are proprietary to the Company. The Customer may not use the Company's service mark, name or logo in connection with the Company's marketing of any service to End Users, even where those services include a Service supplied by the Company.

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

2.16 Expedited Due Date Service

2.16.1 General

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the timeframe in which service will be installed. When a Customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an Expedited Due Date Service charge will apply.

2.16.2 Charges

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. See Local Service Price List No. 1 for Expedited Due Date Service Charges.

2.16.3 Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

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

2.17 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority

2.17.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services that are used to maintain a state of readiness or respond to and manage any event or crisis that causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.) and the "Service Vendor Handbook for the Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1)(Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications of the National Communications System. Any changes to or reissuance of these regulations or manual superseded tariff language contained herein.

- B. The TSP program has two components: restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before new TSP services are provisioned.

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

2.17 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority, (Cont'd.)

2.17.2 TSP Request Process

A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports and NS/EP function under one of the following TSP categories:

National Security Leadership  
National Security Posture/U.S. Population Attack Warning  
Public Health, Safety and Maintenance of Law and Order  
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User manual.
3. Complete the TSP Request for Service Users for (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP request approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>) for information on identifying a sponsor for TSPP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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

2.17 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority,  
(Cont'd.)

2.17.2 TSP Request Process, (Cont'd.)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.17.2.A above for restoration priority assignment except for the following differences. The user should:

1. Certify that its telecommunications service is an Emergency service. Emergency services as those that support one of the NS/EP functions listed in 2.17.2.A.1 and are so critical that they just be provisioned at the earliest possible time, without regard to cost to the user.
2. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command or a state governor.

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

2.17 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority,  
(Cont'd.)

2.17.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify and revalidate all priority level assignments. Revalidation must be completed every two years and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.  
  
Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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

2.17 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority, (Cont'd.)

2.17.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities superseded any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified “end-to-end” by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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

### 2.17 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority, (Cont'd.)

#### 2.17.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

### 2.18 Trouble Reporting

#### 2.18.1 Trouble Ticket

If the Customer encounters a problem with any service after the actual completion date, the Customer must obtain a trouble ticket by calling 1-800-829-0420 for transport services, or 1-888-245-0608 for switched services. The Company will issue a credit for service interruptions, if applicable, in accordance with these Local Service Terms and Conditions. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the circuit in question.

#### 2.18.2 Time and Materials Charges

##### A. Description

Time and Materials Charges are charges for work performed on the Customer's side of the demarcation or to isolate trouble to the Customer's side of the demarcation point by a TWTC employee at the Customer's request that are not covered by other charges. Chargeable time is labor which includes, but is not limited to, work preparation, actual work, trouble isolation and clean-up. Material Charges are the items required to fulfill the job requirements. Any work required to establish or reestablish network access on the network side of the demarcation point is excluded from Time and Materials Charges.

Included in Time and Materials Charges are Initial and Additional Time and Material Charges, the Trouble Isolation Charge, the Optional Testing and Monitoring Charge and the Dispatch Charge.

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

2.18 Trouble Reporting, (Cont'd.)

2.18.2 Time and Materials Charges (Cont'd.)

B. Rates and Charges

1. Initial Time and Material Charge (ITM):

The first 30 minute increment or fraction thereof of billable premises work performed on the Customer's premises.

Initial Time and Material Charge       \$75

2. Additional Time and Material Charge (ATM)

Each 30 minute increment or fraction thereof beyond the first 30 minute increment of billable premises work performed on the Customer's premises.

Additional Time and Material Charge   \$50 per 30 minute increment

3. Trouble Isolation Charge (TIC)

When a Customer reports a trouble to TWTC for repair or trouble isolation and no trouble is found in TWTC facilities and/or network, the Customer shall be responsible for payment of a Trouble Isolation Charge for the period of time from when TWTC personnel are engaged or dispatched to the Customer's premises to when the work is completed. Trouble isolated to TWTC facilities and/or network will result in no charge to the Customer.

A Customer is entitled to request Trouble Isolation via a Smart Jack Loop up with a result of no trouble found in the TWTC network a maximum of 4 instances in any given 30 day period without the assessment of a TIC charge to the Customer. Each request in excess of the maximum 4 requests within 30 days at a single customer location shall result in a TIC charge. In addition, if the Customer requests additional assistance from Company personnel in isolating the trouble beyond the Smart Jack Loop-up Process a TIC Charge will apply for each such request.

Trouble Isolation Charge       \$125 per occurrence

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

2.18 Trouble Reporting, (Cont'd.)

2.18.2 Time and Materials Charges, (Cont'd.)

B. Rates and Charges, (Cont'd.)

4. Optional Testing and Monitoring Charge (OTM)

If, after a Customer report of trouble to TWTC, the Customer has been notified that no trouble is found in the TWTC facilities and/or network, and Customer has been assessed a Trouble Isolation Charge, Customer may request that TWTC continue to assist with network testing and/or monitoring or otherwise continue to assist the Customer and/or its vendor. In such instance, the Customer will be assessed additional charges for the period of time from which TWTC personnel are engaged or dispatched to the Customer's premises to the time when the work is completed.

Optional Testing and Monitoring Charge \$300 per occurrence

5. Dispatch Charge

The Dispatch Charge is a charge per premise visit or series of visits by a TWTC Field Technician to the Customer's premise for the purpose of performing billable premises work authorized or requested by the Customer or the Customer's authorized representative. The Dispatch Charge may be assessed in addition to all applicable Initial and Additional Time and Materials charges, Trouble Isolation Charge and Optional Testing and Monitoring Charge.

Dispatch Charge \$50 per occurrence

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

2.19 Automatic Number Identification

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service by tariff to any entity (ANI recipient) only under the terms and conditions specified below.

- 2.19.1 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2.19.2 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 2.19.3 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.19.4 The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those specified above, unless the ANI recipient obtains the Customer's prior written consent to such resale or disclosure.
- 2.19.5 Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

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

2.20 Additional Rules Relating to Resale of Service

All local voice services provided by the Company are intended for retail End User purposes only. The Company does not support any Customer's resale of local services to another end user that has not contracted with the Company. Unless otherwise agreed upon in writing by the Company, Customers must abide by the following requirements when purchasing any local services:

- 2.20.1 Customer must use Company- owned telephone numbers or numbers that are officially ported to the Company in connection with the Services.
- 2.20.2 The Company does not support the inclusion of individual names and/or locations for each telephone number used in connection with the Services for Emergency 911 purposes. Customer must utilize PS/ALI (Private Switch/Automatic Line Identifier) software to support each individual location for each ANI (Automatic Number Identification) transmitted by the Company to the applicable Emergency 911 PSAP (Public Safety Answering Position). The Company does not provide PS/ALI software.
- 2.20.3 The Company does not support CARE record information for each of Customer's end users and Customer must choose a single primary interexchange carrier for Customer and all of its end users. The Customer and all of its end users must utilize the same interexchange carrier.
- 2.20.4 The Company does not support the populating of the individual end user's caller name for Caller ID purposes. Only one Caller Name will be supported for each Billing Telephone Number provided to the Customer for the services purchased.
- 2.20.5 The Company does not support individual directory listings for each of the Customer's end users. Customers may only purchase directory listings that are representative of their own business name.

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

2.20 Additional Rules Relating to Resale of Service, (Cont'd.)

- 2.20.6 The Company will bill only Customer for both Customer's and its end users use of the Services. Usage may be detailed by Billing Telephone Number (BTN), but the Company will not bill Customer's end users for the Services nor does the Company provide billing media to assist Customer in billing its end users.
- 2.20.7 The Company does not offer GR303 protocol in connection with the Services.
- 2.20.8 The Company will accept trouble reports only from Customer or a Customer provided contact. Customer's end users contacting the Company will be referred back to Customer for trouble ticket management.
- 2.20.9 Customer agrees that all Services purchased hereunder will be subject to taxes, fees, surcharges and assessments based on Customer's use of the Services as an end user.

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

2.21 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to request by Customers of the Company for proposals or for competitive bids. Service offered under this Terms and Conditions document and applicable Price List will be provided to Customers pursuant to contract.

Competitive Discounts are available to Customer purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Terms and Conditions Document and applicable Price List. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of the network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract term.

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### SECTION 3 - CHARGES FOR CONNECTION OF SERVICE

#### 3.1 Connection Charge

##### 3.1.1 Description

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

##### 3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the Customer's exchange.
- B. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the Customer's exchange service.
- C. The Company may from time to time waive or reduce the charge as part of a promotion.

#### 3.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2 of this Local Service Terms and Conditions document.

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### SECTION 3 - CHARGES FOR CONNECTION OF SERVICE, (CONT'D.)

#### 3.3 Moves and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the Company had done the work.

The Customer will be assessed a charge for any move, add or change of a Company service. Move and Change are defined as follows:

**Move:** The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

**Change:** Change, including rearrangement or reclassification, of existing service at the same location.

#### 3.4 Charges Associated With Premises Visit

##### 3.4.1 Terms and Conditions

The Customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at Customer request, the charge to be billed is the amount quoted to the Customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

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SECTION 3 - CHARGES FOR CONNECTION OF SERVICE, (CONT'D.)

3.4 Charges Associated With Premises Visit, (Cont'd.)

3.4.2 Inside Wire Maintenance and Installation

The Customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Installation Charges apply when a Customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring. Material is included in each time increment charge. Inside Wire Installation Charges will be determined on an individual case basis based on the time and material utilized per order, per premises.

B. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a Customer requests wire and jack maintenance. Material is included in the Time and Materials Charge.

3.5 Primary Interexchange Carrier Change Charge

Within the first 30 days of new service, a Customer may change its interLATA and/or intraLATA long distance carrier at no charge. After this thirty day period, the Customer will incur a charge each time there is a change in either the interLATA or intraLATA long distance carrier associated with the Customer's line after the initial installation of service. If the Customer changes the interLATA and the intraLATA carrier on the same order, only one charge will be assessed.