

Issued: June 30, 2008

Effective: July 1, 2008

This rate sheet, tw telecom of north carolina l.p. North Carolina Rate Sheet No. 4, replaces in its entirety, Time Warner Telecom of North Carolina L.P. North Carolina Rate Sheet No. 3.

TITLE PAGE

RESALE LONG DISTANCE RATE SHEET

OF

tw telecom of north carolina l.p.

This contains the descriptions, regulations, and rates applicable to the furnishing of intrastate resale long distance telecommunications services provided by **tw telecom of north carolina l.p.** within the state of North Carolina. This rate sheet is on file with the North Carolina Utilities Commission and at the Company's places of business.

Issued: June 30, 2008

Effective: July 1, 2008

CHECK SHEET

Pages of this rate sheet listed 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 rate sheet and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*					
1	Original	*					
2	Original	*					
3	Original	*					
4	Original	*					
5	Original	*					
6	Original	*					
7	Original	*					
8	Original	*					
9	Original	*					
10	Original	*					
11	Original	*					
12	Original	*					
13	Original	*					
14	Original	*					
15	Original	*					
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					
26	Original	*					
27	Original	*					
28	Original	*					

Issued: June 30, 2008

Effective: July 1, 2008

TABLE OF CONTENTS

Title PageCover

Check Page..... 1

Table of Contents 2

Symbols..... 3

Tariff Format..... 4

Section 1 - Terms and Abbreviations 5

Section 2 - Rules and Regulations..... 7

Section 3 - InterLATA Service and Rate Description 15

Section 4- IntraLATA Toll Service and Rate Description..... 19

Section 5 - Miscellaneous Services 23

Section 6 - Grandfathered Services 26

Issued: June 30, 2008

Effective: July 1, 2008

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify changed regulation.
- D - To signify discontinued regulation.
- I - Change Resulting in an increase.
- M - Moved from another tariff location with no change.
- N - New rate, regulation or text.
- R - Change resulting in a reduction.
- T - Change in text but no Change to rate or regulation.
- Z - To signify a correction.

Issued: June 30, 2008

Effective: July 1, 2008

RATE SHEET 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 on file with the North Carolina Utilities Commission. 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.
 - 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).
- D. Check Sheet- When a rate sheet filing is made with the North Carolina Utilities Commission, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the pages contained in the rate sheet, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which 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 Line Termination - For use with inbound service only. Incoming calls are routed directly to the Customer's existing local exchange line. No dedicated access terminations are required.

Commission - North Carolina Utilities Commission.

Company or Carrier - **tw telecom of north carolina l.p.**, unless otherwise clearly indicated by the context.

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

Dedicated Access - See Special Access.

Dedicated Long Distance - The direct dial service over the Company's carrier's digital network via a DS1 connection between the Company's switch and the carrier's nearest hub.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Issued: June 30, 2008

Effective: July 1, 2008

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

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

Holidays - Holidays observed by the Company as specified in this tariff.

Integrated Business Line Service - Service provided to Customers that allows the 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.

Premises - A building or buildings on contiguous property.

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

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

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this tariff.

Switched Services - Services provided to Customers that utilize the Company's switching equipment or Access Service for the origination of interLATA toll calls.

Switchless Services - Services provided to Customers that utilize another carriers' switching equipment or Access Service for the origination of interLATA toll calls.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company is a resale common carrier providing interLATA long distance telecommunications services within the North Carolina. The service would either be provided via a switched or switchless environment.

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

2.2 Limitations

2.2.1 Presubscribed Service is offered in Equal Access areas only.

2.2.2 Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.

2.2.3 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.4 The Company will not be liable for errors in transmission or for failure to establish connections.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of the Company**

- 2.4.1 No liability of any nature whatsoever shall attach to the Company or any other common carrier that furnishes any portion of the Company's service for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents or employees in the course of establishing, furnishing, rearranging, moving, terminating, or changing service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities).

In no event shall the Company, or any other common carrier that furnished any portion of the service that the Company provides to end users, be liable for any incidental, indirect, special or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

- 2.4.2 When the services or facilities of other companies are used separately or in conjunction with the Company's facilities in establishing connection to points not reached by the Company's facilities, the Company shall not be liable for any act or omission of such other companies or their agents or employees. This includes the provision of a signaling system database by another company.
- 2.4.3 The Company shall not be liable 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, 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 service to restore service in compliance with the Commission's Rules and Regulations.
- 2.4.4 The Company shall not be liable for any interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, end users, or customers, or by facilities or equipment provided by the Customer.
- 2.4.5 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; and
 - c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

Issued: June 30, 2008

Effective: July 1, 2008

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

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

2.4.6 The Company will make no refund of over-payments by a Customer unless the claim for such overpayment together with proper evidence is submitted within one (1) year from the date of the alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

2.5 Terminal Equipment

This service must 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 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 with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.7 Payment and Credit Regulations**2.7.1 Payment Arrangements**

The Customer is responsible for payment of all charges for long distance services furnished to the Customer by 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.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the North Carolina Utility Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, 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 tariff.

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.

Issued: June 30, 2008

Effective: July 1, 2008

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

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

2.7.2 Deposits

The Company, to safeguard its interests, will require a Customer to make a cash deposit, or to post a bond, prior to the provision of long distance service, to be held by the Company as guarantee for payment of future charges.

Deposits will not be requested based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

A cash deposit may not exceed the estimated charges applicable to a two month period of service. The payment of a cash deposit in no way relieves the Customer from complying with the Company's requirement for the prompt payment of bills.

After the Customer has established a twelve-month prompt payment record, the cash deposit will be refunded or credited to the Customer's account at the Customer's written request. Should the Customer's service be terminated prior to the completion of the term of the contract, the amount of the cash deposit will be forfeited.

The Company retains the right to assess additional cash deposit amounts should the Customer's billing history prove to be greater than originally estimated. Should a Customer fail to pay the additional amount, service could be terminated at the discretion of the Company.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Payment and Credit Regulations, (Cont'd.)****2.7.2 Deposits, (Cont'd.)**

The Company, when a Customer is terminating service before completion of the contract term, may apply the deposit to the satisfaction of overdue charges.

During the full contract period when the cash deposit is held, if required by the Commission, simple annual interest will be added to the cash deposit amount collected. The rate of interest accrued will be based on identified Commission guidelines. Interest will be paid until the cash deposit is credited to the Customer's account or is refunded by the Company.

2.7.3 Advance Payments

No advance payment is required.

2.7.4 Taxes

The Company will bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, and Municipal Taxes.

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 not received within 25 days of the billing date.

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 North Carolina Utility Commission regulations.

2.8 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company. If the Customer terminates service prior to completion of the term, the Customer will be liable for charges for the balance of the term based on an average of all previous months' usage. If the Customer's service is terminated prior to the completion of the term shown above, the amount of the cash deposit for long distance service will be applied to termination charges.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**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. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's long distance service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.10 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions and in accordance with North Carolina Utility Commission Rules. 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 service for any other property or purpose other than that described in the application.
- c. For failure to meet the Company's credit requirements.
- 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.
- 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 may, before restoring service, 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 Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Tests, Pilots, Promotional Campaigns and Contests**

The Carrier may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Such promotions will be filed with the North Carolina Utility Commission in this Tariff on not less than thirty (30) days notice.

2.13 Credit Allowances for Interruption of Service

Credit allowance for service interruptions is limited to the charge for the initial minimum period (i.e. eighteen seconds) for re-establishing the interrupted connection. A credit allowance will be given for any fixed monthly charges, upon written request of the Customer to the business office, for interruptions of 30 minutes or more.

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 this tariff, The Company may, at its option, provide the requested service. Appropriate recurring and/or nonrecurring charges will be developed accordingly and filed in this tariff.

2.15 Liability for Calling Card Fraud

The Customer is liable for the unauthorized use of the Company's service obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.

The Customer's liability for unauthorized use shall not exceed the lesser of \$50 or the amount of services obtained by unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues 10 or more calling cards to a Customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case by case basis without regard to this subsection.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 3 - INTERLATA SERVICE AND RATE DESCRIPTION

3.1 TimeOut (1+ Dialing) Service

3.1.1 Description

TimeOut (1+ Dialing) Service is an interLATA long distance service that is flat rated and is billed in six (6) second increments. Service is available to Customers over the Company's switched or switchless access lines. No minimum volume commitment is required.

This service can also be provided as a dedicated on-net direct dial service over the Company's carrier's digital network utilizing a DS1 connection between the Company's switch and the carrier's nearest hub. All off-net services will be handled on a contractual basis only.

3.1.2 Timing of Calls

Long distance usage charges are based on actual usage. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party hangs up@ thereby releasing the network connection. If the called station hangs up, but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network. Chargeable time does not include time lost because of faults or defects in the connection.

The minimum call duration and rounding of calls for measurement and billing purposes is six seconds. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Fractional cents will be rounded to the next higher cent.

3.1.3 Terms of Service

The rates for TimeOut (1+ Dialing) Service are based on established one (1) year, two (2) year, or three (3) year term contracts for the Company's business Customers. The rates are further segregated between switched and switchless type service. Switchless service may be offered in a package with other services or by itself at a rate or discount offered on a contractual basis. Rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Commission. Upon expiration of a term contract, the service term will automatically renew at the same terms and conditions for successive one year terms unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service

Note: Off-net provisioning will require additional mileage and/or back haul charges to be added.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 3 - INTERLATA SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.1 TimeOut (1+ Dialing) Service, (Cont'd.)

3.1.4 TimeOut Long Distance Service Per Minute Rate

A. Switched Service

	<u>Per Minute Charge</u>
1 Year	\$0.0825
2 Year	\$0.0800
3 Year	\$0.0750

With Integrated Business Line Service Package*

	<u>Per Minute Charge</u>
2 Year	\$0.0750
3 Year	\$0.0650

B. Switchless Service

Individual Case Basis, by contract only.

3.1.5 TimeOut Long Distance Service Per Minute Rate - Dedicated On-Net:

	<u>Per Minute Charge</u>
1 Year	\$0.0606
2 Year	\$0.0556
3 Year	\$0.0509

	<u>Recurring</u>	<u>Nonrecurring</u>
A. Long Distance Access Facility:	\$300.00	\$500.00

*Note - Rates for One (1) year, Four (4) Years, or Five (5) Years on a term contract will be determined on an individual case basis.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 3 - INTERLATA SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.2 TimeCard (Calling Card) Service

3.2.1 Description

TimeCard (Calling Card) Service is provided to Customers for use when away from their established locations. The Company will issue to Customers Company Calling Cards which will allow Customers to place telephone calls and to re-originate calls, a feature which allows a Customer to place a new call without hanging-up and re-dialing the 8XX access number. Access to the service is gained by dialing a Company-designated toll free access number (i.e 8XX-NXX-XXXX) and then entering a Company-provided personal identification number (PIN) and the called telephone number, including the area code.

The Company, by written notice to the Customer, may discontinue service to a Company Calling Card PIN if that PIN has not been used for a period of 120 days.

3.2.2 Call Timing

TimeCard (Calling Card) Service is usage sensitive and billed in six (6) second increments. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additional fractional cents will be rounded off to the nearest higher cent. Unless otherwise specified in this tariff, the duration of each call for bill purposes will be rounded off to the nearest higher increment.

3.2.3 Terms of Service

The rates for TimeCard (Calling Card) service are based on established one (1) year, two (2) year, or three (3) year term contracts for the Company's business Customers. Upon expiration of a term contract, the service term will automatically renew at the same terms and conditions for successive one year terms unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

3.2.4 TimeCard (Calling Card) Service Per Minute Rate:

	<u>Per Minute Charge</u>
1 Year	\$0.30
2 Year	\$0.30
3 Year	\$0.30

With Integrated Business Line Service Package*

	<u>Per Minute Charge</u>
2 Year	\$0.27
3 Year	\$0.27

*Note - Rates for One (1) Year, Four (4) Years, or Five (5) Years on a term contract will be determined on an individual case basis.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 3 - INTERLATA SERVICE AND RATE DESCRIPTION, (CONT'D.)**3.2 TimeCard (Calling Card) Service, (Cont'd.)****3.2.5 Additional TimeCard (Calling Card) Features****A. Audiotext**

Audiotext allows Customers to access news, weather, sports, financial news, and other fun features, by utilizing an Information Services Option available when dialing the special access number

Per Minute Rate: \$0.25

B. Voice Message Store and Forward

Voice Message Delivery (Message Store and Forward) allows the Customer to communicate with others by sending "voice messages", digital recordings of your voice that are stored for future delivery. All voice message delivery features are accessed and controlled with the 12 keys on a touch-tone telephone (0-0, *,#), Voice instructions or menus provide on-line help for all systems features.

Per Minute Rate: \$0.75

3.2.6 Additional TimeCard (Calling Card) Service**A. Operator Assistance**

Operator Assistance services are available to Customers needing assistance with long distance dialing by dialing 0+ or 0-. Operator services include collect calling, third party billed, and person-to-person calls.

Per Minute Rate \$0.55

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 4 - INTRALATA SERVICE AND RATE DESCRIPTION

4.1 General

4.1.1 Description

IntraLATA toll service is furnished for telephone communication between telephones in different local calling areas but within the same LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

4.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- A. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the an operator the telephone number of the desired telephone station or system.
- B. Person to Person Service is that service where the person originating the call specifies to an operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

4.1.3 TimeCard (Calling Card) Service

TimeCard (Calling Card) Service is provided to Customers for use when away from their established locations at the terms and rates described in Section 3.2.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 4 - INTRALATA SERVICE AND RATE DESCRIPTION, (CONT'D.)

4.2 Timing of Calls

- 4.2.1 Unless otherwise indicated, all calls are timed in 6 (six) second increments following the first eighteen (18) seconds.
- 4.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 4.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 4.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. 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 operator.
- 4.2.5 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

4.3 Time Periods Defined

Unless otherwise indicated in this Tariff, the following time periods apply.

4.3.1 Rate Periods Except Holidays

RATE PERIOD	Begin Time Period	To, but not Including	Days Included
DAY	8:00 AM	5:00 PM	Monday thru Friday
EVENING	5:00 PM	11:00 PM	Monday thru Friday
NIGHT/WEEKEND	11:00 PM 8:00 AM ALL DAY	8:00 AM 11:00 PM	Sunday thru Friday Saturday & Sunday HOLIDAYS

4.3.2 Holiday Rate Periods

Holidays Include: Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), and Thanksgiving Day (the fourth Thursday in November) and on resulting legal holidays when Christmas, New Year's Day or Independence Day legal holidays fall on dates other than December 25, January 1, or July 4.

4.3.3 All times refer to local time.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 4 - INTRALATA SERVICE AND RATE DESCRIPTION, (CONT'D.)

4.4 Call Charges

4.4.1 Description

Rates are based on the duration of the call as measured according to Section 4.2 above and the time of day rate period of the call as described in Section 4.3. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

4.4.1 Rates and Charges

The following charges apply to each completed call. Fractional cents resulting for any call are rounded up to the next full cent.

A. Raleigh

DAY		EVENING		NIGHT/WEEKEND	
1ST 18 SECOND S	EACH ADD'L 6 SECOND INCREMENT T	1ST 18 SECOND S	EACH ADD'L 6 SECOND INCREMENT	1ST 18 SECOND S	EACH ADD'L 6 SECOND INCREMENT
\$0.03	\$0.01	\$0.03	\$0.01	\$0.03	\$0.01

B. Charlotte

DAY		EVENING		NIGHT/WEEKEND	
1ST 18 SECOND S	EACH ADD'L 6 SECOND INCREMENT T	1ST 18 SECOND S	EACH ADD'L 6 SECOND INCREMENT	1ST 18 SECOND S	EACH ADD'L 6 SECOND INCREMENT
\$0.03	\$0.01	\$0.03	\$0.01	\$0.03	\$0.01

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 4 - INTRALATA SERVICE AND RATE DESCRIPTION, (CONT'D.)

4.4 Call Charges, (Cont'd.)

4.4.1 Rates and Charges, (Cont'd.)

C. Greensboro

DAY		EVENING		NIGHT/WEEKEND	
1ST 18 SECOND S	EACH ADD'L 6 SECOND INCREMENT T	1ST 18 SECOND S	EACH ADD'L 6 SECOND INCREMENT	1ST 18 SECOND S	EACH ADD'L 6 SECOND INCREMENT
\$0.03	\$0.01	\$0.03	\$0.01	\$0.03	\$0.01

4.4.2 Per Call Service Charges

A. Raleigh, Charlotte

<u>Operator Assistance</u>	<u>Per Call</u>
Customer Dialed Calling Card	\$0.50
Person-to-Person	\$2.50
3rd Number Billed	\$1.25
Collect	\$1.25
All Other Operator Assistance	\$1.25

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 5 - MISCELLANEOUS SERVICES

5.1 TimeLine 8XX (Toll Free) Service

5.1.1 Description

TimeLine 8XX (Toll Free) Service is usage rated and billed in six (6) second increments. Call charges are billed to the Customer and not to the party originating the call. Rates are based on contract terms.

5.1.2 Call Timing

The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additional fractional cents will be rounded off to the nearest higher cent, unless specified otherwise in this tariff.

5.1.3 Terms of Service

The rates for TimeLine 8XX (Toll Free) Service are based on established one (1) year, two (2) year, or three (3) year contracts for the Company's business Customers. Upon expiration of a term contract, the service term will automatically renew at the same terms and conditions for successive one year terms unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

5.1.4 TimeLine 8XX (Toll Free) Service Per Minute Rate:

	<u>Per Minute Charge</u>
1 Year	\$0.0825
2 Year	\$0.0800
3 Year	\$0.0750

With Integrated Business Line Service Package*

	<u>Per Minute Charge</u>
2 Year	\$0.0750
3 Year	\$0.0650

5.1.5 Nonrecurring Charge

A nonrecurring charge applies per toll free number
Charge per number: \$30.00

5.1.6 Monthly Recurring Charge for Toll Free Directory Listing

Monthly charge per listing: \$15.00

*Note - Rates for One (1) year, Four (4) Years, or Five (5) Years on a term contract will be determined on an individual case basis.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)**5.2 Pay Telephone Surcharge****5.2.1 General Description**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), a per call charge is applicable to all calls that originate from any domestic pay telephone used to access the Company's services.

5.2.2 Pay Telephone Surcharge

A charge applies to each call originated from a pay telephone.

Per call charge: \$0.35

5.3 Directory Assistance**5.3.1 Description**

A directory assistance charge applies per operator request for assistance with a directory listing. The Customer may make two requests for a telephone number per call. The directory assistance charge applies regardless of whether the operator is able to supply the requested number. Directory assistance charges are not included in other usage charges.

5.3.2 Usage Charges

Per call charge: \$0.95

5.4 Rates Applicable for Hearing/Speech Impaired Persons

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive upon request credit on charges for all interLATA toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be 50% of the billed charges.

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.5 Perfect Ten Toll Option

5.5.1 Description

Perfect Ten Toll Option offers discounted toll rates to Customers who also subscribe to the Company's internet service. Calls are billed in one minute increments. The minimum call duration for billing purposes is one minute. Fractional cents are rounded up to the next full penny.

5.5.2 Rates and Charges

Rate Per Minute	\$0.05
-----------------	--------

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 6 - GRANDFATHERED SERVICES

6.1 General

The Grandfathered services in this section are available to existing Customers (as of May 25, 1999) at existing locations only until sixty (60) days from the effective date of this tariff.

6.2 Dial-1 Service

6.2.1 Description

Dial-1 Service is available to Customers who originate direct dialed calls over switched access lines. No minimum volume commitment is required. Calls are billed in thirty (30) second increments after an initial minimum call duration of thirty (30) seconds.

6.2.2 Per Minute Rate:

InterLATA rates:

Day		Evening, Night, Weekend	
Initial Period	Add'l Period	Initial Period	Add'l Period
\$0.1300	\$0.1300	\$0.1000	\$0.1000

IntraLATA rates:

Day		Evening, Night, Weekend	
Initial Period	Add'l Period	Initial Period	Add'l Period
\$0.1300	\$0.1300	\$0.1000	\$0.1000

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 6 - GRANDFATHERED SERVICES, (CONT'D.)

6.3 Personal Toll-Free 800/888 Service

6.3.1 Description

Personal Toll-Free 800/888 Service is available to Customers for terminating calls to switched access lines provided by the Customer. Call charges are billed to the Customer and not to the party originating the call. Calls are billed in thirty (30) second increments after an initial minimum call duration of thirty (30) seconds. Intrastate service is offered in conjunction with interstate service.

6.3.2 Switched Termination, Per Minute:

InterLATA rates:

Day		Evening, Night, Weekend	
Initial Period	Add'l Period	Initial Period	Add'l Period
\$0.1400	\$0.1400	\$0.1200	\$0.1200

IntraLATA rates:

Day		Evening, Night, Weekend	
Initial Period	Add'l Period	Initial Period	Add'l Period
\$0.1400	\$0.1400	\$0.1200	\$0.1200

Issued: June 30, 2008

Effective: July 1, 2008

SECTION 6 - GRANDFATHERED SERVICES, (CONT'D.)

6.4 Calling Card Service

6.4.1 Description

The Calling Card is offered to Customers for placing long distance calls over the Company's service while away from home or office. Call charges are billed to the Customer's Calling Card account or to the Customer's presubscribed account service. Calls are billed in thirty (30) second increments after an initial minimum call duration of thirty (30) seconds. A service charge applies to each call.

6.4.2 Per Minute Rate:

InterLATA rates:

Day		Evening, Night, Weekend	
Initial Period	Add'l Period	Initial Period	Add'l Period
\$0.2100	\$0.2100	\$0.1800	\$0.1800

IntraLATA rates:

Day		Evening, Night, Weekend	
Initial Period	Add'l Period	Initial Period	Add'l Period
\$0.2600	\$0.2600	\$0.2000	\$0.2000

6.4.3 Per Call Service Charge:

InterLATA: \$0.50