

*This tariff, P.S.C. W. VA. Tariff No. 1, issued by US LEC Communications, LLC  
replaces in its entirety  
P.S.C. W. VA. Tariff No. 1 issued by US LEC Communications, Inc.*

WEST VIRGINIA  
INTEREXCHANGE TELECOMMUNICATIONS TARIFF  
OF  
US LEC COMMUNICATIONS, LLC

This tariff is on file with the Public Service Commission of West Virginia, 201 Brooks Street, Charleston, WV 25301. In addition, this tariff is available for review at the Company's principal place of business, Monday – Friday, 9:00 a.m. to 5:00 p.m. local time, located at 4001 Rodney Parham Road, Little Rock, Arkansas 72212.

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**CHECK SHEET**

Pages 1 through 19, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Subscriber's location to a US LEC center or designated point of presence.

**Aggregator** - The person, firm, corporation or other entity that orders US LEC on behalf of its patrons or other End Users. The Aggregator is responsible for compliance with applicable terms of the Company's tariff.

**Calling Card** - A billing arrangement by which a call may be charged to a Valid Telephone Company issued card number.

**Collect Call** - Calls billed to the called party that are completed with the use of an operator (live or automated). The called party must accept charges for the call and is responsible for payment.

**Commercial Credit Card Call** - A billing arrangement by which a call may be charged to an authorized major commercial credit card, such as MasterCard, VISA, or Diners Club.

**Company or Carrier** - US LEC Communications, LLC unless otherwise clearly indicated by the context.

**Commission** - The West Virginia Public Service Commission.

**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.

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call without any operator assistance.

**Day** - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

**End User** - The person, firm, corporation or other entity which uses the services of the Company and is responsible for compliance with applicable regulations of the Company's tariff.

**Evening** - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

**Holidays** - The Company observes the following holidays: New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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

**IntraLATA** - Pertaining to calls that originate and terminate within a single LATA.

**InterLATA** - Pertaining to calls that originate in one LATA and terminate in a different LATA.

**LATA** - Local Access and Transport Area.

**LEC** - Local Exchange Company.

**Night/Weekend** - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

**Operator Station Call** - A service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated).

**US LEC** - Used throughout this tariff to refer to US LEC Corporation.

**Person-to-Person Call** - A service whereby the person originating the call specifies to the Company operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Subscriber**- The person, firm, corporation or other entity which orders or uses US LEC service and is responsible for compliance with tariff regulations. The Subscriber may order service on its own behalf and, therefore, also be a Customer of US LEC Corporation.

**Third Party Billed Called** - A billing arrangement by which the charges for a call may be billed to a number that is different from the calling number or the called number.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of US LEC

US LEC's services and facilities are furnished for communications originating at business locations and Aggregator locations within the state of West Virginia. The terms of this tariff apply to US LEC's intrastate calls

provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. US LEC may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to US LEC's services. The Subscriber shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

### 2.2 Limitations

- 2.2.1. Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.
- 2.2.2. US LEC reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer, Subscriber or End User is using service in violation of provisions of this tariff, 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.

### 2.4 Liabilities of the Company

- 2.4.1. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company. by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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

- 2.4.2.** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or entity arising out of the material, data, information, or other content revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- 2.4.3.** The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.
- 2.4.4.** Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for an interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

**2.5. Deposits and Advance Payments**

US LEC does not collect deposits or advance payments from Customers or Subscribers.

**2.6. Taxes**

Municipal excise taxes are listed as separate line items and are not included in the quoted rates.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D****2.7. Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized End User of the Customer by US LEC. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the West Virginia Public Service Commission.

**2.8. Cancellation by Customer or Subscriber**

A Customer or Subscriber may cancel service at any time by calling or writing to US LEC. US LEC may require reasonable proof of Customer or Subscriber's identity prior to canceling service.

**2.9. Interconnection**

Service furnished by US LEC 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 Subscriber is responsible for all charges billed by other carriers for use in connection with US LEC's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

**2.10. Refusal or Discontinuance by Company**

**2.10.1.** US LEC may refuse or discontinue service with proper notice to the Customer or Subscriber for any of the following reasons:

- (a) For failure of the Customer to pay a bill for service when it is due.
- (b) For failure of the Customer to make proper application for service.
- (c) For Customer's or subscriber's violation of any of the Company's rules on file with the Commission.
- (d) For failure of the Subscriber to provide the Company reasonable access to its equipment and property.



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**SECTION 2 - RULES AND REGULATIONS, CONT'D****2.10. Refusal or Discontinuance by Company**

- (e) For Subscriber's breach of the contract for service between the Company and the Subscriber.
- (f) For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.
- (g) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

**2.11. Refusal**

**2.11.2.** For nonpayment of service in the event of fraudulent use of the service.

**2.12. Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment or communications systems provided by the Subscriber or Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer or Subscriber to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer and Subscriber shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Subscriber and connected to Company's terminal.

**2.13. Promotional Offerings**

The Company may, from time to time, offer service at reduced rates and/or charges or at no rate or charge for promotional, market research, training or experimental purposes. Promotional offerings may be limited as to their duration, the dates and times of the offerings, the Customers eligible to receive the offerings and the locations within the Company's service territory where the offerings are made.

The Company will furnish to the Telecommunications Section of the Utilities Division of the Public Service Commission particulars of each promotional offering it makes. Such information may be provided prior to the actual beginning date of the promotion and will in all cases be provided by not later than five (5) business days following commencement of the promotional offering.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1. General**

Service is offered to Customers and is available on a presubscription or dial access code basis throughout the state.

**3.2. Timing of Calls**

- 3.2.1.** Long distance charges are based on the duration of each call. They are also based on mileage band, time of day, day of week and holiday status.
- 3.2.2.** Chargeable time for a call ends upon disconnection by either party.
- 3.2.3.** The minimum call duration and initial period for billing purpose is 6 seconds - one minute Residential.
- 3.2.4.** Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.
- 3.2.5.** No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. US LEC will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.
- 3.2.6.** Each call is rated and billed in whole cents according to the following conventions:
- For any long distance service offered by the Company, if the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the next whole cent.
- Exceptions: Special rounding arrangements may be made through contractual arrangements.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.3. Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by Telcordia, in the following manner.

Step 1 - Obtain the "V" and "H" coordinates for the serving wire center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the wire centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10).

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fractions are obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.4. Service Offerings****3.4.1. US LEC InterLATA Toll**

US LEC InterLATA Toll calling is offered to customers throughout the state of West Virginia. Calls may be originated by dialing 1 + the interLATA toll number, by dialing an access code + interLATA toll numbers. Calls are billed based on time of day, day of week, duration, call type and billing method.

**3.4.2. US LEC IntraLATA Toll**

US LEC IntraLATA Toll is offered to Customers who directly dial an assigned access code before placing a call by dialing 1 + the intraLATA toll number, or by dialing 1 + after dialing the access code. Calls are billed based on time of day, day of week, duration, call type and billing method.

**3.5. Bundled Rates Defined**

Only outbound interstate, intraLATA, and intrastate 1+ calls will be included in US LEC bundled minutes packages, and only up to the number of minutes included in the contracted package; excess rates will be billed at the rate outlined in the terms of the US LEC contract or tariff.

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**SECTION 4 - RATES****4.1. General**

Each Customer is charged individually for each call placed through the Company. Charges are computed on the airline mileage basis as described in Section 3.3 of this tariff.

Long Distance charges are based on the duration of each call. They are based on the time of day, day of week and holiday status.

**4.2. Time of Day Rate Periods**

The appropriate rates apply for day, evening and night/weekend calls based on the following.

- a. Day: 8:00 a.m. - 5:00 p.m. - Mon-Fri
- b. Evening: 5:00 - 11:00 p.m. - Sun-Fri
- c. Night/Weekend: 11:00 p.m. - 8:00 a.m. - All days  
8:00 a.m. - 11:00 p.m. - Saturday  
8:00 a.m. - 5:00 p.m. - Sunday

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**SECTION 4 - RATES, CONT'D****4.3. Holiday Rates**

The evening rate applies to the following holidays unless a lower rate would normally apply. Long Distance charges are based on the duration of each call. The rates are based on mileage band, time of day, day of week and holiday status.

New Year's Day**	-	January 1
Independence Day**	-	July 4
Labor Day	-	As nationally observed
Thanksgiving Day	-	As nationally observed
Christmas Day**	-	December 25
Martin Luther King Day*	-	As nationally observed
Presidents Day *	-	As nationally observed
Memorial Day*	-	As nationally observed
Columbus Day *	-	As nationally observed
Veterans Day**	-	As nationally observed

\* Applies to Federally observed day only.

\*\* When this Holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

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**SECTION 4 - RATES, CONT'D****4.4. US LEC Toll Service**

Calls are rated based on actual usage.

**4.4.1. US LEC Toll Usage Rates**

## Switched Long Distance Service

US LEC Switched Long Distance Service offers smaller single and multi-line business customers the ability to select US LEC as their Presubscribed Interexchange Carrier for the completion of calls to specified locations. Switched Long Distance is available throughout the entire US LEC service area. However, Switched Long Distance will not be available from payphones or cellular phones. Locations where Switched Long Distance service is offered will be billed on the basis of a minimum billing increment of 30 seconds, with 6 second increments thereafter. The per-minute rate below will be billed for all rate periods.

<u>Type of Call</u>	<u>Per Minute</u>
Intrastate InterLATA Toll	\$0.13
Intrastate IntraLATA Toll	\$0.13

A Monthly Recurring Charge (MRC) is required for any and all locations as follows.

	<u>Per Line</u>
Multi-line Business	\$4.25
Centrex Lines	\$2.00

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**SECTION 4 - RATES, CONT'D****4.5. US LEC Toll Free Service**

Calls are rated based on actual usage.

**4.5.1. US LEC Toll Free Usage Rates****Switched 800 Service**

Switched 800 Service is an inbound only service in which callers located within the State may place toll-free calls to a telephone in the toll free area codes assigned to the Customer. Locations where Switched Long Distance service is offered will be billed on the basis of a minimum billing increment of 30 seconds, with 6 second increments thereafter.

<u>Type of Call</u>	<u>Per Minute</u>
Calls to all areas	\$0.13

Switched 800 service subscribers will also be subject to monthly recurring charges for each location subscribed and each 800 number issued.

Monthly Recurring per Location	\$20.00
Monthly Recurring per 800 number	\$4.00



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**SECTION 4 - RATES, CONT'D****4.6. US LEC Travel Card Charges****4.6.1 US LEC Calling Card (Post Paid)**

Post Paid Calling Cards provide Customers the ability to complete telephone calls from any touch-tone phone while directing billing for such calls to their US LEC account. The US LEC Calling Card is a proprietary, 800 number based, calling card product. A distinctive 800/888/877 number, unique to US LEC, is provided upon a unique physical card. Usage will be billed by US LEC to the Customer's US LEC account, broken out by individual user card number.

<u>Type of Call</u>	<u>Per Minute</u>
Calls to all areas	\$0.19

**4.7. Directory Assistance****4.7.1 Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within the State of West Virginia by calling the Directory Assistance operator. Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Rate Per Call	\$0.75
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A credit will be given for calls to Directory Assistance when:

the Customer experiences poor transmission or is cut-off during the call,  
the Customer is given an incorrect telephone number, or  
the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.