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SC PUBLIC SERVICE COMMISSION

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

Docket No.

POSTED
26 Aug 2004
S.A.5

In the Matther of the Application of Andiamo Telecom, LLC, for a Certificate Public Convenience and Necessity To Provide Resold and Operator Assisted Interexchange Telecommunciations Services, For Alternative Regulation, and for Authority to Acquire Certain Assets of Dancris Telecom, LLC	APPLICATION OF ANDIAMO TELECOM, LLC

Andiamo Telecom, LLC ("Applicant" or "Andiamo") hereby submits its application for a Certificate of Public Convenience and Necessity to resell intrastate interexchange telecommunications services and for authority to transfer the customer base of Dancris Telecom, LLC ("Dancris") to Andiamo. This filing is made pursuant to South Carolina Code Sections 58-9-280 and 58-9-310 and the rules and regulations of the South Carolina Public Service Commission (the "Commission"). In addition, Andiamo Telecom, LLC requests that the Commission regulate its long distance business services, consumer card services, private line services, and operator assisted service offerings in accordance with the principles and procedures established for alternative regulation in Orders Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Order No. 2001-997 in Docket No. 2000-407-C. In support of its application, Andiamo Telecom, LLC states as follows:

1. **The legal name and principle address of the Applicant and**

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PUBLIC SERVICE COMMISSION
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UTILITIES DEPARTMENT

Andiamo Telecom, LLC
10575 North 114th Street, Suite 103
Scottsdale, Arizona 85259
Phone: 602-344-0115
Facsimile: 602-344-0118
Toll-Free: 866-253-8746

2. **Correspondence or communications regarding this application should be addressed to:**

Sharon Thomas, Consultant to Andiamo Telecom, LLC
Technologies Management, Inc.
210 N. Park Avenue
Winter Park, FL 32789
Phone: 407-740-8575
Facsimile: 407-740-0613
e-mail sthomas@tminc.com

and

Bonnie D. Shealy, Esquire
Robinson, McFadden & Moore. P.C.
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202
Phone 803-779-8900
Facsimile: 803-252-0724
E-mail bshealy@robinsonlaw.com

The designated representative of Dancris for purposes of this application is

Rosa Johnson
Dancris Telecom, LLC
6900 East Cambelback Road, Suite 1003
Scottsdale, Arizona 85251
Phone: 480-874-2700
Facsimile: 480-874-0555
Toll Free: 888-326-2747

3. **The contact person regarding ongoing operations of Andiamo is:**

Joseph M. Rao, President
Andiamo Telecom, LLC
10575 North 114th Street
Scottsdale, Arizona 85259
Phone: 602-344-0115
Facsimile: 602-344-0118
Toll-Free: 866-253-8746
E-Mail: jrao@andiomotelecom.com

4. Andiamo Telecom, LLC was incorporated on November 23, 2003 under the laws of the State

of Arizona. A copy of Andiamo's Articles of Incorporation are provided in **Exhibit I**.

5. Dancris Telecom, LLC was incorporated on July 21, 1995, under the laws of the State of Arizona with its principal offices located at Scottsdale Arizona. Dancris has authority to transact business in South Carolina and to operate as a provider of resold and operator assisted interexchange telecommunications services. The Commission granted Dancris authority to provide interexchange telecommunications services on September 25, 2003, in Docket Number 2002-31-C, Order Number 2003-473. Copies of Dancris' Certificates of Incorporation, registration with the South Carolina Secretary of State, and the authorization to provide telecommunications services within the State of South Carolina are on file with the Commission in Docket Number 2002-31-C and incorporated herein by reference.

6. Andiamo Telecom, LLC obtained a Certificate of Authority to transact business as a foreign corporation in the State of South Carolina on January 13, 2004. A copy of this certificate is provided in **Exhibit II**.

7. Andiamo Telecom, LLC will provide resold long distance, travel card, pre-paid card, and operator assisted services to presubscribed customers and call aggregator locations. Service will be provided twenty-four (24) hours per day, seven (7) days a week.

8 Andiamo Telecom, LLC will utilize the billing clearinghouse of ILD for billing purposes. Andiamo Telecom, LLC's toll-free telephone number for customer inquiries and complaints is 866-253-8746. The Customer Service Department is staffed Monday through Friday from 8 AM to 5 PM Mountain Time. After hours emergencies are handled by voicemail, and are called back the next business day.

Customers may also contact the Company in writing to:

Customer Service Manager
Andiamo Telecom, LLC
10575 North 114th Street
Scottsdale, Arizona 85259
Toll Free: 866-253-8746

9. Andiamo Telecom, LLC will utilize Global Crossing, ITXC and Sprint as its underlying carriers. Calls are routed over switched access facilities to the nearest underlying carrier's point-of-presence. The underlying carrier transports the calls to its switch and terminates calls over its own terminating network.

10. Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class-of-call, time-of-day, day-of-week and/or call duration. Customers are billed based on their use of Andiamo's services and network.

11. Andiamo Telecom, LLC contracts for services from its underlying carrier at discounted rates based on a long-term volume commitment.

12. Andiamo's underlying transmission carrier is selected based on the best mix of quality, service and price.

13. Andiamo has a team of managers and support personnel who are well qualified to operate a telecommunications business. Additionally, Andiamo Telecom, LLC relies on its underlying

carrier's technical expertise for the operation, maintenance and supervision of the network. Resumes of key personnel are included in **Exhibit III**.

14. Andiamo Telecom, LLC is a start-up company formed by a group of investors for the purpose of acquiring operating telecommunications companies, with an emphasis on retail-oriented telecommunications companies. Andiamo Telecom, LLC has sufficient resources to operate in South Carolina. No additional capital expenses are anticipated as a result of entering the South Carolina market. In support of the Company's financial ability to provide the proposed services, the Applicant offers its current Balance Sheet for the period ending February 16, 2004 and Income Statement for the period ending December 31, 2003 as **Exhibit IV**.

15. Attached as **Exhibit V** is a copy of Andiamo Telecom, LLC's proposed telecommunications tariff, setting forth its rates, charges and regulations.

16. Andiamo Telecom, LLC requests authority to handle interLATA, intrastate calls and incidental intraLATA calls and to transfer the customer base assets from Dancris to Andiamo. Dancris and Andiamo signed an Asset Purchase Agreement under which Dancreis agreed to sell to Andiamo certain assets located in Arizona and California, and the customer bases located in South Carolina, California, and Arizona. The assets to be acquired include: fixed assets of approximately $1,025,000, accounts receivable, customer security deposits, office lease security deposits, prepaid fees and expenses, Dancris Carrier Identification Codes, access codes, RESPORGID's, and administrative telephone numbers. At the close of

the transaction, Dancris will continue providing services in South Carolina until Andiamo is licensed and tariffed in South Carolina. Upon Andiamo receiving its certification in South Carolina, Dancris will request that the Commission cancel its certificate. The former South Carolina customers will continue to receive the same quality of service at the same rates. Andiamo has notified the affected customers of the pending transfer . The transfer of assets will be made in a seamless fashion that will not adversely affect the provision of telecommunications services in South Carolina.

17. Approval of Andiamo Telecom, LLC's application will serve the public interest by making discounted service available to customers whose traffic volume would not otherwise justify equivalent discounts. Approval of this application will also benefit consumers in South Carolina by creating greater competition in the interexchange marketplace, and by providing users with additional choices for billing and terminating their long distance calls. Approval of the asset transfer will enable Andiamo to expand its operations in a cost efficient manner, thereby enhancing its ability to provide high quality, competitive telephone service.

18. In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, this Commission determined that there was sufficient competition in the market for certain interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. Andiamo Telecom, LLC submits that as a competitor of AT&T in the interexchange telecommunications services it should be subject to no regulatory constraints greater than those imposed on AT&T. Andiamo Telecom, LLC requests that its long distance business services, consumer card

services, private line services, and operator assisted service offerings be regulated under this form of relaxed regulation.

These alternative regulation orders were modified by Order No. 2001-997 in Docket No. 200-407-C. Commission Order 2001-997 imposed a maximum cap of $1.75 for operator surcharges and a cap of $0.35 related to the flat per-minute rate associated with operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected that local exchange carrier as their toll provider.

19. Both because of the level of competition found by the Commission in Docket No. 95-661-C and because of the Commission's decision to permit AT&T greater rate flexibility, Andiamo Telecom, LLC submits that it is critical to the continued development of a competitive market for telecommunication services that the relaxation of regulation described in Orders No. 95-1734 and 96-55 as modified by Order No. 2001-997 be applied to Andiamo Telecom, LLC's service offerings.

20. Waivers and Regulatory Compliance

Andiamo Telecom, LLC requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the interexchange market.

A. Andiamo Telecom, LLC requests that it be exempt from record keeping policies that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of

regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Andiamo Telecom, LLC maintains its book of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Moreover, Andiamo Telecom, LLC asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Andiamo Telecom, LLC's operations and assess its financial fitness. Therefore, Andiamo Telecom, LLC hereby requests an exemption from the USOA requirements.

B. In addition, Andiamo Telecom, LLC requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Scottsdale, Arizona. In the event that the Commission finds it necessary to review Andiamo Telecom, LLC's books, this information will be provided upon request to the Commission or Andiamo Telecom, LLC will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.

WHEREFORE, Andiamo Telecom, LLC requests that the South Carolina Public Service Commission issues a Certificate of Public Convenience and Necessity authorizing it to provide resold intrastate telecommunications and operator assisted interexchange services to the public as proposed herein and set forth in the attached tariff, grant the Company Alternative Regulation as first approved in Docket No. 95-661-C, approve the transfer of assets from Dancris to Andiamo, and grant such other relief as is just and proper.

Dated this 25th day of August, 2004.

Respectfully submitted,

Bonnie D. Shealy, Esq.
Robinson, McFadden & Moore, P.C.
1901 Main Street
Columbia, SC 29202
Phone 803-779-8900
Facsimile: 803-252-0724
E-mail bshealy@robinsonlaw.com

APPLICATION OF ANDIAMO TELECOM, LLC

List of Exhibits

Exhibit I	Articles of Incorporation
Exhibit II	Authority to Operate as a Foreign Corporation
Exhibit III	Resumes and Technical Expertise of Key Personnel
Exhibit IV	Financial Statements
Exhibit V	Proposed Tariff

EXHIBIT I

ANDIAMO TELECOM, LLC

Articles of Incorporation

AZ. CORP. COMMISSION
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TERM
DATE 11-24-03

L-1105088-2

ARTICLES OF ORGANIZATION
OF
ANDIAMO TELECOM, L.L.C.
(An Arizona Limited Liability Company)

1. Name: The name of the limited liability company shall be Andiamo Telecom, L.L.C. (the "Company").

2. Registered Office: The address of the registered office of the Company is c/o Brown & Bain, a Professional Association, 2901 North Central Avenue, Suite 2000, Phoenix, Arizona 85012, located in Maricopa County, Arizona.

3. Agent for Service of Process: The name and address of the agent for service of process are: Brown & Bain, a Professional Association, 2901 North Central Avenue, Suite 2000, Phoenix, Arizona 85012,

4. Management: Management of the Company is vested in one or more managers.

5. Name and Address of Manager: The name and address of the initial manager of the Company is: Cara Management, L.L.C., an Arizona limited liability company, c/o Brown & Bain, a Professional Association, 2901 North Central Avenue, Suite 2000, Phoenix, Arizona 85012.

6. Names and Addresses of Members: The name and address of the member of the Company owning an interest of twenty percent (20%) or more in the capital or profits of the Company are: Cara Management, L.L.C., an Arizona limited liability company, c/o Brown & Bain, a Professional Association, 2901 North Central Avenue, Suite 2000, Phoenix, Arizona 85012.

DATED: November 24, 2003.

Karina Canedy

Karina Canedy

EXHIBIT II

ANDIAMO TELECOM, LLC

Authority to Operate
As a Foreign Corporation

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

ANDIAMO TELECOM, L.L.C., A Limited Liability Company duly organized under the laws of the State of ARIZONA, and issued a certificate of authority to transact business in South Carolina on January 13th, 2004, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 14th day of January, 2004.

Mark Hammond

Mark Hammond, Secretary of State

EXHIBIT III

ANDIAMO TELECOM, LLC

Management Profiles

PROFILES KEY MANAGEMENT STAFF

Mr. Joseph M. Rao, CEO

Mr. Rao is currently Manager of Andiamo Telecom, LLC. Prior to working for Andiamo, Mr. Rao was the CEO and founder of Dancris Telecom, LLC for eight years. Mr. Rao oversaw all operations within the company, including Prepaid Calling Cards, Internet Services, Long Distance Communications, Operator Services, International Services and Wholesale Services. Under Mr. Rao's leadership, Dancris continued to grow and improve to meet the ever-changing needs of telecommunications users and matching those needs with the latest products and services.

Prior to the 1990's and the formation of Dancris, Mr. Rao was involved in the automotive sales world in Phoenix, Arizona as owner of the Camelback Subaru Dealership and President of the Phoenix New Car Dealer's Association. The international connections he made through his ventures led him into the telecommunications world.

EXHIBIT IV

ANDIAMO TELECOM, LLC

Financial Information

Balance Sheet & Income Statement

ANDIAMO TELECOM LLC
BALANCE SHEET
For the period ending February 16, 2004

ASSETS

CURRENT ASSETS	
CASH-DEP/OUT WIRE-WELLS FARGO)	200,000
ACCOUNTS RECEIVABLE-PPCC	391,995
ACCOUNTS REC- LD SALES	849,406
ACCOUNTS RECEIVABLE-OPER SERVI	317,699
ALLOW FOR UNCOLL-OPER SERVICES	
PREPAID SEC 125	11,884
PREPAID MAINTENANCE	29,667
PREPAID EQUIPMENT SUPPORT	11,818
PREPAID EXPENSES	3,688
LEGAL RETAINER FEES	5,000
TOTAL CURRENT ASSETS	**1,821,157**
FIXED ASSETS	
FURNITURE, FIXTURES & EQUIP	33,077
COMPUTER EQUIPMENT & HARDWARE	89,343
COMPUTER SOFTWARE	271,190
PRO BILLING SYSTEM	3,568
INTERNET EQUIPMENT	9,676
SWITCHING EQUIPMENT	547,428
NUERA EQUIPMENT	2,367
TELEPHONE SYSTEM & EQUIPMENT	28,904
OPERATOR SERVICES EQUIPMENT	75,943
LEASEHOLD IMPROVEMENTS	4,433
AIR CONDITIONING EQUIPMENT	28,856
TELECOM INT'L CABLE/EQUIPMENT	18,229
TOTAL FIXED ASSETS	1,113,014
INTANGIBLE ASSETS	
CUSTOMER BASE	806,409
TOTAL INTANGIBLE ASSETS	806,409
OTHER ASSETS	
CARRIER & SECURITY DEPOSITS	61,628
LEASE DEPOSITS	2,915
TOTAL OTHER ASSETS	64,543
TOTAL ASSETS	**3,805,123**

LIABILITIES AND EQUITY

CURRENT LIABILITIES	
ACCOUNTS PAYABLE	1,052,033
ACCRUED ACCTS PAYABLE	370,200
CURR PORTION OF LTD-VISION	1,331
CP OF LTD-PIONEER (VOIP ROUTER	14,911
CP OF LEASE PAYABLE -DELL FINL	4,471
CURR PORTION OF LTD-NEOPOST	1,230
CUSTOMER DEPOSITS-PPCC	45,567
CUSTOMER DEPOSITS-LONG DISTANC	8,250
CUSTOMER DEPOSITS-OPER SERVICE	750
ACCRUED PAID TIME OFF	57,890
SUTA PAYABLE-CA	1,001
DISABILITY-CA	168
401K PAYABLE	24
FLEXIBLE SPENDING ACCT PAYABLE	4,029
CHILD SUPPORT PAYABLE	579
FEDERAL SALES TAX PAYABLE-GST	29,352
STATE & LOCAL TAX PAYABLE-GST	40,424
TOTAL CURRENT LIABILITIES	1,632,210
LONG TERM LIABILITIES	
LTD - RAS Associates	1,087,571
DEFERRED REVENUE LIAB.-PPCC	748,978
LT LEASE PAYABLE-PIONEER-VOIP	13,782
LEASE PYBLE-POSTAGE METER	1,750
LT LEASE PAYABLE-DELL FINCL	5,831
NOTE PAYABLE-L.U.S.A.	115,000
TOTAL LONG TERM LIABILITIES	1,972,913
TOTAL LIABILITIES	**3,605,123**
EQUITY	
CAPITAL - CARA MANAGEMENT LLC	200,000
RETAINED EARNINGS CURRENT YEAR	
TOTAL EQUITY	200,000
TOTAL LIABILITIES AND EQUITY	**3,805,123**

ANDIAMO TELECOM[1]
INCOME STATEMENT
For the Year Ended December 31, 2003

	YEAR-TO-DATE	
	ACTUAL	PERCENT
REVENUE		
PREPAID CALLING CARD SALES INC	16,561,344	54.1%
LONG DISTANCE REVENUE	8,843,335	28.9%
OPERATOR SERVICES INCOME	4,886,915	16.0%
INTERNET DIAL UP SERVICES	310,718	1.0%
OTHER	341	0.0%
TOTAL REVENUE	30,602,652	100.0%
COST OF GOODS SOLD		
PREPAID CALLING CARDS	15,053,335	49.2%
LONG DISTANCE	5,456,823	17.8%
OPERATOR SERVICES	3,023,623	9.9%
INTERNET	326,882	1.1%
OTHER	9,210	0.0%
TOTAL COST OF GOODS SOLD	23,869,872	78.0%
GROSS PROFIT	**6,732,780**	**22.0%**
GENERAL & ADMINISTRATIVE		
PREPAID CALLING CARDS	1,131,562	3.7%
LONG DISTANCE	1,647,268	5.4%
OPERATOR SERVICES	2,375,527	7.8%
INTERNET	70,634	0.2%
CORPORATE	1,071,363	3.5%
TOTAL GENERAL AND ADMINISTRATI	6,296,353	20.6%
NET INCOME FROM OPERATIONS (EBITDA)	**436,427**	**1.4%**

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1 - includes business lines acquired by Andiamo on February 16, 2004,

EXHIBIT V

ANDIAMO TELECOM, LLC

Proposed Tariff

Regulations and Rates

of

ANDIAMO TELECOM, LLC

This tariff includes the rates, charges, terms and conditions of service for the provision of switched resale intrastate telecommunications services to business and residence customers by Andiamo Telecom, L.L.C. ("Andiamo") between locations within the State of South Carolina. This tariff is available for public inspection during normal business hours at the main office of Andiamo Telecom, L.L.C., located at 10575 North 114th Street, Scottsdale, Arizona 85259.

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*	52	Original	*
1	Original	*	27	Original	*	53	Original	*
2	Original	*	28	Original	*	54	Original	*
3	Original	*	29	Original	*	55	Original	*
4	Original	*	30	Original	*			
5	Original	*	31	Original	*			
6	Original	*	32	Original	*			
7	Original	*	33	Original	*			
8	Original	*	34	Original	*			
9	Original	*	35	Original	*			
10	Original	*	36	Original	*			
11	Original	*	37	Original	*			
12	Original	*	38	Original	*			
13	Original	*	39	Original	*			
14	Original	*	40	Original	*			
15	Original	*	41	Original	*			
16	Original	*	42	Original	*			
17	Original	*	43	Original	*			
18	Original	*	44	Original	*			
19	Original	*	45	Original	*			
20	Original	*	46	Original	*			
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*	51	Original	*			

* - Indicates pages included with this filing.

TABLE OF CONTENTS

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EXPLANATION OF SYMBOLS

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

(D)	To signify a discontinued rate or regulation.
(I)	To signify an increase in rate or charge.
(M)	To signify material relocated from one page to another without change.
(N)	To signify a new rate or regulation.
(R)	To signify a reduced rate or charge.
(T)	To signify a change or regulation but no change in rate or charge.

TARIFF FORMAT

A. **Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 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 sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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 Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are 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). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A facility arrangement that connects Customer's or Authorized User's location to the Company's network switching center.

Additional Period - The rate element used to bill chargeable time when a call continues beyond the Initial Period. The Additional Period starts when the Initial Period ends. Additional Period rates apply to any fraction of the time period for chargeable time beyond the Initial Period. Additional Periods vary by rate schedule and are specified in each individual rate table contained in later sections of this tariff.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that in the ordinary course of its operations, make telephones available tot he public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Andiamo - Used throughout this tariff to refer to Andiamo Telecom, L.L.C.

ANI - A calling telephone number identification which is forwarded to an interexchange carrier by a LEC as a call is placed.

Authorization Code - A numerical code, one or more of which are available to Customers to enable them to access the Company's network, and which are used by the Company both to prevent unauthorized access to its facilities and to identify Customers for billing purposes.

Authorized User - A natural person or legal entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this tariff.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call, Phone Home Card call or other credit card call (herein collectively the ("Card"), the person or entity responsible for payment is the Customer of record of the Traveler Card, Phone Home Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

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

Calling Card Call - A direct dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Casual Calling- Access to the Company's network and the subsequent use of Service by the Customer through the dialing of a toll-free number or access code in the format of 10XXX or 101XXXX, where the three (3) digits or the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to the Company.

CIC - An interexchange carrier identification code.

Commission - The So. Carolina Public Service Commission.

Company or Carrier - Andiamo Telecom, L.L.C. unless otherwise clearly indicated by the context.

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Debit Card - A card issued by the Company that provides the Customer with a Personal Identification Number or Authorization Code and instructions for accessing the Carrier's network.

Dedicated Access - See Special Access.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

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

Equal Access - A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Initial Period - The initial period is the length of a call for minimum billing purposes. The initial periods vary by rate schedule and are specified in each individual rate table contained in other sections of this tariff.

LATA - A geographic area existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or established by a Bell operating company after February 8, 1996, and approved by the FCC.

LEC - Local Exchange Carrier.

IXC - Interexchange Carrier.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted Call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

(i) automatic completion with billing to the telephone form which the call originated; or

(ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

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

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service cal, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Property Imposed Fee - In addition to the per minute rate and operator service charges, at the option of the Subscriber, a subscriber surcharge may be collected on behalf of the Subscriber. This charge is for the use of the Subscriber's telephone equipment and facilities for access to Andiamo's service.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the South Carolina Public Service Commission to be providing operator services.

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

Pay Telephone - Telephone instruments provided by the Company, Customer, Confinement Institution or other third party for use by the transient general public. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

PIC Authorization - A Customer's selection of a Primary Interexchange Carrier that meets the requirements of federal and state law.

Premises - A building or buildings on contiguous property.

Primary Carrier or PIC - The carrier designated by the Customer to its serving LEC as the Customer's carrier of choice for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line - A dedicated path between two locations.

Real-Time Rated - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that Andiamo communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real-Time Rate Schedules herein.

Sent Paid Coin - Sent paid coin rates apply to calls placed from pay telephone stations and paid for by depositing coins at the pay telephone and are rated in real time. A call of this type requires Andiamo to communicate and collect the charges from the originating location.

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

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

Special Access - Where originating or terminating access between the Customer and the Company is provided on dedicated circuits. A method of reaching the Company's Services whereby the Customer is connected directly to the Company's access point without utilizing the services of the local switched network.

Subscriber – Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Switched Access - Where access between the Customer and the Company is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the Company.

Telecommunications Device for the Deaf (TDD) - A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired users to communicate with each other and with non-hearing impaired individuals.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other toll-free access code dialing sequence.

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 may be used for the purposed of rating calls.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Andiamo Telecom, L.L.C.

Andiamo's services and facilities are furnished for direct dialed and operator assisted communications originating and terminating within the State of So. Carolina under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

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

2.2 Use

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

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.3 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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

2.3 Limitations *

2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

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

2.3.3 The Company does not undertake to transmit messages, but offers the use of its services when available, and will not be liable for errors in transmission or failure to establish connection.

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

2.3.5 Service may be limited or discontinued by Andiamo, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when Andiamo deems it necessary to take such action to prevent unlawful use of its service. Andiamo will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.

2.3.6 Switched voice services provided by the Company (e.g., outbound and inbound long distance, travel card, directory and operator services) are offered for use by Customers of the Company's Digital Subscriber Line Service or other advanced data services which Andiamo may offer from time to time. At the Company's discretion, service may also be offered to non-DSL or non-advanced data customers.

* - Customers will be provided written notice stating the reason for any discontinuance within a reasonable time after the suspension or termination of Customer's service.

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

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability

2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment in no event shall exceed $100.00 or an amount equivalent to the proportionate charge to the Customer as described in Section 2.14, whichever is greater, for the period during which the faults in transmission occur.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foresee ability thereof.

2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.5.4 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, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request 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.

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

2.5 Liability, (Cont'd.)

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

2.5.6 The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.

2.5.7 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

(A) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;

(B) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

(C) 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, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.5.8 The above tariff language (and any and all language which appears in this tariff addressing liability of Company or its Customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clauses(s).

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

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

(A) 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;

(B) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;

(C) any calls placed by or through the Customer's equipment via any remote access feature(s);

(D) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and

(E) any and all calls placed to an toll-free (e.g., 800, 888) service number provided to the Customer by the Company.

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

2.7 Billing and Payment for Service, (Cont'd.)

2.7.2 Payment for Service

(A) All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. 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.

(B) Disputes with respect to charges must be presented to the Company in writing within one hundred (120) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer.

(C) Unless otherwise specified below, services provided by the Company are billed in arrears directly to the Customer on a monthly basis.

(D) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by Andiamo or its intermediary with the applicable telephone company.

(E) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

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

2.7 Billing and Payment for Service, (Cont'd.)

2.7.2 Payment for Service, (Cont'd.)

(F) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, Andiamo will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges form its guests, and remains liable to Andiamo for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-time Rate Table set forth in Section 4.6 herein.

2.7.3 Late Payment Fees

Payment is within thirty (30) days subsequent to the invoice date and are considered past after the thirty (30) day period. Late payment charges may be applied as allowed pursuant to South Carolina Public Service Commission Reg. 103-622.2 which provides that a maximum one and one half percent (1 1/2%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late charge may be imposed.

2.7.4 Return Check Charge

The Company reserves the right to assess a return-check charge not to exceed that allowed by applicable state law as contained in S.C.Code Ann. 34-11-70, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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

2.8 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Andiamo may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

2.9 Deposits and Advanced Payments

2.9.1 Deposits

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed 2 months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company. Deposits, if required, will be collected and maintained in accordance with Commission rules.

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

2.10 Taxes and Fees

2.10.1 All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.10.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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

2.10 Taxes and Fees, (Cont'd.)

2.10.2 (Cont'd.)

A. Public Telephone Surcharge

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), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate Per Call:	$0.30

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

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. 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 Andiamo's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

2.12.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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

2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

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

2.14 Credit Allowances for Interruption of Service

2.14.1 Credit allowances for interruptions of service of more than two (2) hours which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. No credit is issued for outages less than two hours in duration.

2.14.2 It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any furnished by the Customer and connected to the Company's terminal.

2.14.3 Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using a long distance service via LEC access.

2.14.4 Cellular (wireless) transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one way audio and other problems created by factors beyond Andiamo's ability to control. Therefore, under no circumstances will Andiamo provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

2.14.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than two (2) hours. The Customer shall be credited for an interruption of two (2) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 2 or more)
B = total monthly recurring charge for affected service.

2.14.6 For usage sensitive long distance services, credits will be limited to, at maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

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

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written notice is received, whichever is later. Additional charges may apply for service cancelled prior to the end of the minimum period as specified in Section 2.6 of this tariff.

2.15.1 Where the Company permits the Customer to cancel an application for service prior to the start of installation of service or prior to any special construction, no charges will be imposed.

2.15.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.15.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge, unless otherwise specified in this tariff, will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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

2.16 Refusal or Discontinuance by the Company *

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Andiamo may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given seven (7) days notice to comply with any rule or remedy any deficiency:

2.16.1 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

2.16.2 For noncompliance with or violation of Commission regulation or Andiamo's rules and regulations on file with the Commission.

2.16.3 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.16.4 For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

2.16.5 Without notice in the event of tampering with the equipment or services owned by Andiamo or its agents.

2.16.6 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.

* Customers will be provided written notice stating the reason for any discontinuance within a reasonable time after the suspension or termination of Customer's service.

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

2.16 Refusal or Discontinuance by the Company *, (Cont'd.)

2.16.7 For neglect or refusal to provide reasonable access to Andiamo or its agents for the purpose of inspection and maintenance of equipment owned by Andiamo or its agents.

2.16.8 For nonpayment of bills, provided that suspension or termination of service shall not be made without seven (7) days written notice to the Customer, except in extreme cases.

2.16.9 Without notice for unauthorized or unlawful use of Travel Service numbers and Authorization Codes. Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.

2.16.10 Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Andiamo may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.16.11 For Customer's breach of contract for service between the Company and the Customer.

2.16.12 For periods of inactivity over sixty (60) days.

2.16.13 The Company may discontinue service to a Customer for nonpayment of disputed charges or other violations of this tariff or provisions of applicable law upon ten (10) business days written notice to the Customer without incurring any liability for damages due to the loss of telephone service.

* Customers will be provided written notice stating the reason for any discontinuance within a reasonable time after the suspension or termination of Customer's service.

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

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. A restoration fee of $25.00 applies to Customers whose service is restored following disconnection by the Company.

2.18 Toll-Free Numbers

The following additional regulations apply to Inbound Long Distance Services when offered by the Company:

2.18.1 The Company will make every effort to reserve toll-free vanity numbers (e.g., 800, 888) on behalf of Customers, but makes no guarantee or warrantee that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.

2.18.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free service to another carrier (e.g., "porting" of the toll-free number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.18.3 Andiamo shall not be liable at all for the use, misuse, or abuse by third parties of a toll-free number assigned to a Customer or toll-free number service provided to a Customer, including, without limitation, use, misuse or abuse by the Customer's employees or members of the public who dial the Customer's toll-free number by mistake.

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

2.19 Responsibilities of Aggregators

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

2.19.1 Aggregators must post on the telephone instrument, in plain view of Authorized Users:

(A) The name, address, and toll-free telephone number of the provider of operator services; and

(B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and

(C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services; and

(D) Any other information required by state or federal regulatory agencies or law.

2.19.2 Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

2.19.3 Andiamo shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if Andiamo reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the So. Carolina Public Regulation Commission may prescribe.

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

2.20 Responsibilities of the Subscriber

2.20.1 The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.

2.20.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Andiamo on the Subscriber's behalf.

2.20.3 If required for the provision of Andiamo's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Andiamo.

2.20.4 The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Andiamo when required for Andiamo personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Andiamo's Services.

2.20.5 The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Andiamo's facilities or services, that the signals emitted into Andiamo's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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

2.20 Responsibilities of the Subscriber, (Cont'd.)

2.20.6 If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Andiamo's equipment, personnel, or the quality of Service to other Subscribers or Customers, Andiamo may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Andiamo may, upon written notification, terminate the Subscriber's service.

2.20.7 The Subscriber must pay Andiamo for replacement or repair of damage to the equipment or facilities of Andiamo caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

2.20.8 The Subscriber must pay for the loss through theft or fire of any of Andiamo's equipment installed at Subscriber's premises.

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

2.21 Responsibilities of Authorized Users

2.21.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.

2.21.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

2.21.3 The Authorized User is responsible for providing Andiamo with a valid method of billing for each call. Andiamo reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot by validated, the user may be required to provide an acceptable alternate billing method or Andiamo may refuse to place the call.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

3.1.1 Andiamo Telecom, L.L.C. offers outbound direct dial (1+) and inbound toll-free (e.g., 800 or 888) number long distance services to its Customers. The Company's long distance service charges may vary based upon call duration, time of day rate period, mileage, call type, and or calling plan. Other services offered by the Company include, but are not limited to, directory assistance, operator assistance, and travel card services. In addition, Andiamo will offer operator services to Presubscribed customers as well as to aggregators. All Andiamo services are available twenty-four (24) hours a day, seven (7) days a week.

3.1.2 Access to the Company's outbound and inbound long distance services may be via Switched or Special Access. Switched Access outbound services are offered as Primary Carrier Service on a presubscribed basis only from locations served with equal access end offices.

3.1.3 Special Access Lines, if utilized, are provided and billed to the Customer by the Company or by another special access provider. Charges for Special Access Lines are determined by the special access provider.

3.1.4 The Company's Travel Card services are offered for use from any location from which the Customer can reach the Company's toll-free access number.

3.1.5 Long distance operator services may be provided to Customers presubscribed to the Company's Switched Outbound Services either by Andiamo or by the Company's underlying carrier. Services provided by an underlying carrier will be at rates and charges listed in that carrier's tariff. Service Descriptions and Rates and rates for operator services provided by the Company are contained in this tariff.

3.1.6 Individual Contract Basis ("ICB") Agreements will be developed and submitted to the Commission on a case-by-case basis.

3.1.7 Andiamo's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by So. Carolina Public Regulation Commission and the Federal Communications Commission.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the Andiamo network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.1 Timing for all calls other than Collect or Person-to-Person begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect calls, call timing begins when the called party agrees to accept charges for the call. For Person-to-Person calls, call timing begins when two-way communications are established between the designated party or station and the calling party, or when the caller agrees to speak with a substitute party.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.

3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.

3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Andiamo will reasonably issue credit for the call.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Rate Periods

Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						EVE
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the call occurring within that rate period. In the event that an initial or incremental period of use is split between two rate periods, the rate in effect at the start of that period applies.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.4 Calculation of Distance

Usage charges for all mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the originating location and that of the destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4. The following steps describe the procedure for calculating mileage distances:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the Rate 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). Round to the next higher whole number if any fraction results from the division.

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

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Switched Outbound Service

Switched Outbound Service is a "1+" direct dial service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Intrastate service is sold in conjunction with interstate and international service. Rates and charges vary by Calling Plan as provided in this section.

Maximum Monthly Recurring Charges: Not Applicable

Maximum Usage Charges:

Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds.

Maximum Rate per Minute	Maximum Monthly Billing Requirement
$0.098	$2,000.00
$0.118	$1,000.00
$0.138	$ 100.00
$0.158	$ 80.00
$0.178	$ 60.00
$0.198	$ 40.00
$0.218	$ 20.00
$0.238	$ 10.00
$0.38	$ 0.00

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.6 Switched Inbound Toll-Free (8XX) Service

Switched Inbound Toll-Free (8XX) Service is a toll-free number (e.g., 800, 888) service available for Customer use twenty-four (24) hours a day, seven (7) days a week. With Switched Inbound Toll-Free (8XX) Service, the Customer is billed for the call rather than the calling party. Intrastate service is sold in conjunction with interstate service. Rates and charges vary by Calling Plan as provided in this section.

Maximum Monthly Recurring Charges:

Per Toll-Free Number: Not Applicable

Maximum Usage Charges:

Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds.

Maximum Rate per Minute	Maximum Monthly Billing Requirement
$0.118	$200.00
$0.138	$100.00
$0.158	$ 80.00
$0.178	$ 60.00
$0.198	$ 40.00
$0.218	$ 20.00
$0.238	$ 10.00
$0.380	$ 0.00

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.7 Travel Card Service

Travel Card Service is offered to Customers of Andiamo's Switched Outbound Service, Switched Inbound Toll-Free (8XX) Service or as a stand-alone service. Travel Card Service allows Customers to place calls without operator assistance from locations other than their normal place of business or residence. Service is offered twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations. Intrastate service is sold in conjunction with interstate and international service. Rates and charges vary by Calling Plan as provided in this section.

Access to Travel Card Service is via a toll-free number dialed by the Customer. The Customer must input a valid Authorization Code in addition to the destination number with area code in order to place a call.

Maximum Monthly Recurring Charges: Not Applicable

Maximum Per Call Service Charges: Not Applicable

Maximum Usage Charges:

Calls are billed in sixty (60) second increments following a minimum billing period of sixty (60) seconds.

Per Minute Rate	$0.38

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.8 Directory Assistance

Directory Assistance is available to Customers of Andiamo's long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call, regardless of whether the Directory Assistance Bureau is able to furnish a requested telephone number.

Maximum Per Call Charge: $2.00

3.9 Non-Subscriber Service Charge

A Non-Subscriber Service Charge is applicable to interstate Operator Station, Person-to-Person or Real Time rated calls billed to all lines which are presubscribed to an interexchange carrier other than the Company, or not presubscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

The Non-Subscriber Service Charge does not apply to calling card calls, intraLATA calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; Customers with disabilities and calls billed to all lines which have discontinued presubscription to the Company but for whom an active billing record still exists in the Company's billing system.

Maximum Per Call Charge: $3.50

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.10 Pre-Paid Calling Cards

Andiamo's Pre-Paid Card plans allow customers to pay a fixed dollar amount in advance for long distance calling. Customers must dial an access code from a touch-tone phone to use the service. Cards are rated in dollars per minute. Fractional call minutes are rounded up to the nearest full minute. As calls are placed, charges for the call are deducted on a real time basis until the full amount of the cared is exhausted. Calls are limited to direct dial calls. Air to ground services, as well as calls to 500, 700, or 900 numbers are blocked.

Cards are available in replenishable and non-replenishable varieties. Replenishable cards expire 180 days from last use. Non-replenishable cards expire one (1) year from the date of purchase, or 180 days from last use. The fee for replenishment is $1.00 per occasion per account.

The Andiamo Pre-Paid Calling Card plans are available for use twenty-four (24) hours a day, seven (7) days a week. Long distance taxes are included in the purchase price of the card.

A Pre-Paid Calling Card account is established upon receipt of payment by the Company. The Company reserves the right to determine acceptable types of payment.

Enhanced calling features, such as Voice Mail, Fax Store and Forward, Fax Broadcast, Conference Calling and Voice Recognition may be available with Andiamo's Pre-Paid calling card services. These services may involve additional charges.

Three card types are available: Standard, Sponsor, and Collectible.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.10 Pre-Paid Calling Cards, (Cont'd.)

3.10.1 Standard Card

Standard cards are sold directly by Andiamo for Customer use.

Pre-Paid Card Plan	Maximum Rate Per Minute	Maximum Rate Per Call (applies in addition to per minute rates)
Andiamo Pre-Paid Card	$0.625	$0.0000

3.10.2 Sponsor Card

The Pre-Paid Calling Card Sponsor Program is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trademark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end-users. At the option of the Sponsor, these cards my not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade-mark, trade name, service mark or other image on the card.

Card Denomination	Maximum Rate Per Minute
All	$1.00

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.10 Pre-Paid Calling Cards, (Cont'd.)

3.10.3 Collectible Card

The Company may provide Pre-Paid Calling Card service where the card itself has a value (for example, the picture or logo of a licensed property on the face of the card or because of the materials use din the manufacture of the card) that is distinct from the value of the telecommunications service. The available usage balance will be depleted in accordance with the rates listed below. The retail price will include both the telecommunications value and the card value. Collectible cards may be offered directly by Andiamo, or in connection with its Sponsor Program.

The Pre-Paid Collectible Card Sponsor Program is offered to organizations or commercial entities for distribution to their members, patrons, or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade-mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end-users. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

Card Denomination	Maximum Rate Per Minute
All	$1.26

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.11 Operator Services

3.11.1 Determination of Charges

The charges for operator services are determined by the:

- distance between applicable rate centers
- time-of-day and day-of-week
- duration of call
- class of call

3.11.2 Classes of Services

Operator Service is offered on a Dial Station, Customer Dialed Calling Card Station, Operator Station, Person-to-Person or Real Time Rated Operator Station/Person-to-Person basis. Day, Evening, Night, and Weekend rates apply to all classes of service.

3.11.3 Application of Operator Services Rates

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person). The per call minimum and billing increments vary based on each product.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.11 Operator Services, (Cont'd.)

3.11.5 Maximum Usage Rates - InterLATA/IntraLATA: Current Per Minute Usage Rates

Customer & Operator Dialed Calling Card Billed to Calling Card
Operator Station - Billed to Third Party, Collect, and Sent Paid Non-Coin
Person-to-Person Billed to Calling Card other than Sent Paid Coin
Real Time Rated Operator Station/Person-to-Person Billed to Calling Card

Mileage	Initial Period	Add'l Period
	Max*	Max*
All	$0.5500	$0.5500

Operator Station/Person-to-Person - Sent Paid Coin (3-minute increments)

Mileage	Initial Period	Add'l Period
	Max*	Max*
All	$1.6500	$1.6500

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.12 Maximum Usage Rates Dial Around Service

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing either a designated access code (*88) or a toll free number. Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute. Calls are neither mileage nor time-of-day sensitive.

Rates are billed in one-minute increments with a one-minute minimum. Calls are not mileage or time-of-day sensitive.

	Live Operator	**Automated Operator**
	Max	**Max**
Rate per minute	$ 1.80	$ 1.80
Rate per call	$25.00	$25.00
Property Imposed Fee per call	$ 1.00	$ 1.00
Non-Subscriber Surcharge	$ 1.25	$ 1.25

SECTION 4 - CURRENT RATES

4.1 Switched Outbound Service

Switched Outbound Service permits outward calling utilizing FGD switched access. Applicable rates are determined by the monthly billing commitment selected by the Customer. Intrastate service is offered in conjunction with Interstate and International service. The minimum billing thresholds are based upon total monthly usage billing in all jurisdictions.

Monthly Recurring Charges: Not Applicable

Usage Charges:

Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds.

Rate per Minute	Monthly Billing Requirement
$0.0490	$1,000.00
$0.0590	$ 500.00
$0.0690	$ 50.00
$0.0790	$ 40.00
$0.0890	$ 30.00
$0.0990	$ 20.00
$0.1090	$ 10.00
$0.1190	$ 5.00
$0.1290	$ 0.00

SECTION 4 - CURRENT RATES, (CONT'D.)

4.2 Switched Inbound Toll-Free (8XX) Service

Switched Inbound Toll-Free (8XX) Service is an 8XX number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is terminated over standard Customer-provided switched access lines. Applicable rates are determined by the monthly billing commitment selected by the Customer. Intrastate service is offered in conjunction with Interstate and International service. The minimum billing thresholds are based upon total monthly usage billing in all jurisdictions.

Monthly Recurring Charges:

Per Toll-Free Number: Not Applicable

Usage Charges:

Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds.

Rate per Minute	Monthly Billing Requirement
$0.0590	$100.00
$0.0690	$50.00
$0.0790	$40.00
$0.0890	$30.00
$0.0990	$20.00
$0.1090	$10.00
$0.1190	$5.00
$0.1290	$0.00

SECTION 4 - CURRENT RATES, (CONT'D.)

4.3 Travel Card Service

Travel Card Service is available in conjunction with other Andiamo services, or as a stand-alone offering. The service is typically used for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll-free access number, a valid authorization code, and the destination number. Intrastate service is offered in conjunction with Interstate and International service.

Enhanced calling features are available with Travel Card Service. These services may involve additional charges.

Monthly Recurring Charges:	Not Applicable
Per Call Service Charges:	Not Applicable

Usage Charges:

Calls are billed in sixty (60) second increments following a minimum billing period of sixty (60) seconds.

Per Minute Rate	$0.1900

SECTION 4 - CURRENT RATES, (CONT'D.)

4.4 Directory Assistance

Two (2) requests may be made on each call to Directory Assistance.

Per Call Charge:	$1.00

4.5 Non-Subscriber Service Charge

This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

Per Call Charge:	$1.25

SECTION 4 - CURRENT RATES, (CONT'D.)

4.6 Pre-Paid Calling Cards

4.6.1 Standard Card

Pre-Paid Card Plan	Rate Per Minute	Rate Per Call (applies in addition to per minute rates)
Andiamo Pre-Paid Card	$0.029	$0.0000

4.6.2 Sponsor Card

Card Denomination	Rate Per Minute
All	$0.50

4.6.3 Collectible Card

Card Denomination	Rate Per Minute
All	$0.63

SECTION 4 - CURRENT RATES, (CONT'D.)

4.7 Operator Services

4.7.1 Per Call Service Charges

	LEC Card	Credit Card
Customer Dialed Calling Card Station		
Customer Dialed/Automated	$1.75	$4.95
Customer Dialed & Operator Assisted	$5.50	$5.50
Customer Dialed - Operator Must Assist	$1.75	$4.95
Operator Dialed Calling Card Station	$5.50	$5.50
Operator Station	**Automated**	**Operator Assisted**
Collect	$4.99	$5.50
Third Party Billed	$4.99	$9.99
Sent Paid - Non Coin	$4.99	$9.99
Sent Paid Coin	$1.95	$1.95
Person to Person	$9.99	$9.99
Location Surcharge	$1.00	$1.00

SECTION 4 - CURRENT RATES, (CONT'D.)

4.7 Operator Services

4.7.2 Usage Rates - InterLATA/IntraLATA: Current Per Minute Usage Rates

Customer & Operator Dialed Calling Card Billed to Calling Card
Operator Station - Billed to Third Party, Collect, and Sent Paid Non-Coin
Person-to-Person Billed to Calling Card other than Sent Paid Coin
Real Time Rated Operator Station/Person-to-Person Billed to Calling Card

Mileage	Initial Period	Add'l Period
All	$0.5500	$0.5500

Operator Station/Person-to-Person - Sent Paid Coin (3-minute increments)

Mileage	Initial Period	Add'l Period
All	$1.6500	$1.6500

SECTION 4 - CURRENT RATES, (CONT'D.)

4.8 Dial Around Service

	Live Operator	Automated Operator
Rate per minute	$0.89	$0.89
Rate per call	$12.20	$12.20
Property Imposed Fee per call	$1.00	$1.00
Non-Subscriber Surcharge	$1.25	$1.25

SECTION 5 - PROMOTIONS

5.1 General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations. The Company will provide the Commission with a fourteen (14) day notice prior to implementing any promotional offering. Promotional offerings will have a 90-day maximum duration period.

5.2 Demonstration of Service

From time to time the Company may demonstrate service for potential customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

SECTION 6 – CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

APPLICATION OF ANDIAMO TELECOM, LLC

List of Exhibits

Exhibit I	Articles of Incorporation
Exhibit II	Authority to Operate as a Foreign Corporation
Exhibit III	Resumes and Technical Expertise of Key Personnel
Exhibit IV	Financial Statements
Exhibit V	Proposed Tariff