244929

STATE OF SOUTH CAROLINA )
)
(Caption of Case) )
)
Application of Conterra Ultra Broadband, LLC to Provide )
Local Exchange Telecommunications Services Throughout )
South Carolina )

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2013 - 266 - C

COPY
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Date: 6/27/13

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SC PUBLIC SERVICE COMMISSION

(Please type or print)
Submitted by: Angela C. Lee Time: 3:30 NC Bar Number: 27767
Telephone: 704-936-1806
Fax: 704-936-1801
Address: Conterra Ultra Broadband, LLC Other: 704-936-1800

2101 Rexford Road, Suite 200E

Charlotte, NC 28211 Email: alee@conterra.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

**DOCKETING INFORMATION** (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

| INDUSTRY (Check one) | NATURE OF ACTION (Check all that apply) | | |
|---|---|---|---|
| ☐ Electric | ☐ Affidavit | ☐ Letter | ☐ Request |
| ☐ Electric/Gas | ☐ Agreement | ☐ Memorandum | ☐ Request for Certification |
| ☐ Electric/Telecommunications | ☐ Answer | ☐ Motion | ☐ Request for Investigation |
| ☐ Electric/Water | ☐ Appellate Review | ☐ Objection | ☐ Resale Agreement |
| ☐ Electric/Water/Telcom. | ☒ Application | ☐ Petition | ☐ Resale Amendment |
| ☐ Electric/Water/Sewer | ☐ Brief | ☐ Petition for Resolution | ☐ Reservation Letter |
| ☐ Gas | ☐ Certificate | ☐ Petition for Rulemaking | ☐ Response |
| ☐ Railroad | ☐ Comments | ☐ Petition for Rule to Show Cause | ☐ Response to Discovery |
| ☐ Sewer | ☐ Complaint | ☐ Petition to Intervene | ☐ Return to Petition |
| ☒ Telecommunications | ☐ Consent Order | ☐ Petition to Intervene Out of Time | ☐ Stipulation |
| ☐ Transportation | ☐ Discovery | ☐ Prefiled Testimony | ☐ Subpoena |
| ☐ Water | ☐ Exhibit | ☐ Promotion | ☐ Tariff |
| ☐ Water/Sewer | ☐ Expedited Consideration | ☐ Proposed Order | ☐ Other: _____ |
| ☐ Administrative Matter | ☐ Interconnection Agreement | ☐ Protest | |
| ☐ Other: _____ | ☐ Interconnection Amendment | ☐ Publisher's Affidavit | _____ |
| | ☐ Late-Filed Exhibit | ☐ Report | |

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June 26, 2013

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SC PUBLIC SERVICE COMMISSION

**VIA FEDERAL EXPRESS**

Public Service Commission of South Carolina
Attn: Clerk's Office
101 Executive Center Drive, Suite 100
Columbia, SC 29210

2013-266-C

**Re: Application of Conterra Ultra Broadband, LLC to Provide Local Exchange Telecommunications Services Throughout South Carolina**

Dear Sir/Madam:

Enclosed is the original copy of the above-mentioned application ("Application"). In addition, an original copy will be sent to the South Carolina Office of Regulatory Staff.

The Application consists of a completed form and accompanying Exhibits 1, 2, 3, 4, and 5.

If you have any questions regarding the Application or require additional information to process the Application, please contact our office.

Kind regards,

Angela C. Lee
VP, Corporate Counsel & Secretary
704-936-1806
alee@conterra.com

RECEIVED
JUN 27 2013
PSC SC
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cc: South Carolina Office of Regulatory Staff

Enclosures

STATE OF SOUTH CAROLINA
PUBLIC SERVICE COMMISSION

| | | |
|---|---|---|
| Application of<br><br>Conterra Ultra Broadband, LLC<br><br>For a Certificate of Registration to Provide Local Exchange Telecommunications Services In South Carolina | ) | Docket No. 2013-266-C |

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APPLICATION

## I. INTRODUCTION

Conterra Ultra Broadband, LLC ("Conterra" or "Applicant"), pursuant to the South Carolina Code 58-9-280 and the rules and regulations of the South Carolina Public Service Commission ("Commission"), hereby submits its Application to provide local exchange services in South Carolina as a competitive local exchange carrier.

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The Applicant submits the following information in support of its request.

## II. DESCRIPTION OF THE APPLICANT

1. Applicant's legal name is Conterra Ultra Broadband, LLC. Applicant maintains its principal place of business at 2101 Rexford Road, Suite 200E, Charlotte, NC 28211. Applicant is a limited liability company organized under the laws of the State of South Carolina. A copy of Applicant's Articles of Organization is attached as **Exhibit 1**. A copy of Applicant's Certificate of Authority to Transact Business in South Carolina is attached as **Exhibit 2**.

2. Name, Address and Telephone Number of Applicant:

   Conterra Ultra Broadband, LLC
   2101 Rexford Road, Suite 200E
   Charlotte, NC 28211
   Telephone: (704) 936-1800
   Facsimile: (704)936-1801

3. Correspondence concerning this Application should be directed to:

   Angela C. Lee
   Conterra Ultra Broadband, LLC
   2101 Rexford Road, Suite 200E
   Charlotte, NC 28211
   Telephone: (704)936-1806
   Fax: (704)936-1801

4. Questions concerning the ongoing operations of Applicant following certification should be directed to:

   Angela C. Lee
   Conterra Ultra Broadband, LLC
   2101 Rexford Road, Suite 200E
   Charlotte, NC 28211

5. Applicant's registered agent in South Carolina is:

   National Registered Agents, Inc.
   2 Office Park Court, Suite 103
   Columbia, SC 29223
   Telephone: 800-717-2810

6. The following toll-free number is available for Applicant's customer service inquiries:

   800-634-1374

## III. DESCRIPTION OF SERVICES

1. Applicant will provide two product and service packages: (1) cellular backhaul transport; and (2) access networks and broadband networks for K-12, healthcare and government entities. Each product and service is physically based on FCC licensed common carrier microwave and fiber optic transport. In addition, each network is customized to a specific customer's needs and

requirements and is not available to the general public through retail sales by the Applicant. In the future, the Applicant may expand to provide these services to the general public.

Within cellular backhaul transport, the Applicant provides carrier grade Ethernet or TDM connectivity and transport from a wireless carrier or from a lower profile connection point (telecommunications tower, point of presence or carrier hotel). The Applicant supplies customer specified transport bandwidth from site A to Z. The contents of that transport, voice or data, are at the discretion of the customer.

Within access networks and broadband for K-12, healthcare and government entities, the Applicant provides carrier grade Ethernet (data) and video and voice connectivity transport from the public switched telephone network ("PSTN") or Ethernet POP. These broadband networks are defined as wide area networks and are not available directly to the public through the Applicant.

2. Applicant holds certificates of authority to provide the above services in California, Montana, New Mexico, Texas, Virginia, and Washington State. In addition to the foregoing states, Applicant provides services, but does not hold a certificate of authority, in Alabama, Arkansas, Georgia, Indiana, Kentucky, Kansas, Louisiana, Maine, Michigan, Mississippi, New York, Oklahoma, Pennsylvania, South Carolina, Tennessee, Utah, Vermont, West Virginia, and Wyoming. Applicant has an application pending in Arizona. Applicant has not been denied authority to provide telecommunications services in any state, nor has any state revoked the authority of Applicant to operate therein.

## IV. FINANCIAL, MANAGERIAL & TECHNICAL QUALIFICATIONS

1. Applicant is financially, technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina.
2. Applicant possesses the managerial and technical qualifications necessary to provide the services for which it seeks certification in South Carolina. Applicant's management team has

extensive business experience, which will enable Conterra to meet high service quality standards. With regard to technical resources, Applicant is a highly experienced Ethernet and TDM transport carrier that specializes in the design, deployment and operation of customized transport networks. A summary of the managerial and technical expertise of the Applicant's key management and technical personnel is attached as **Exhibit 3**.

3. Applicant's key management, who may be reached at its principal place of business, are as follows:

   Stephen R. Leeolou – Director/Chairman/Chief Executive Officer

   Dennis Francis – President/Chief Operating & Technology Officer

   Eric D. Burgess – Executive Vice President & Chief Financial Officer

   Van Snowdon – Executive Vice President, Corporate Development

   Tom Prestwood – Executive Vice President, U.S. Sales & Marketing

   Keith Stines – Senior Vice President, Network Engineering

   Angela C. Lee – VP, Corporate Counsel & Secretary

4. Attached as Exhibit 4 are the Consolidated Financial Statements for the year that ended on December 31, 2012 for Conterra Ultra Broadband Holdings, Inc., the Applicant's parent company. The Applicant's financial statements contain proprietary, commercially sensitive information that is not available to the general public. Accordingly, Exhibit 4 is being submitted and filed under seal. The Applicant respectfully submits that public release of the enclosed information would disclose nonpublic and proprietary business information, whereas confidential treatment will not adversely affect the Commission's review of Conterra's application. There, Conterra respectfully requests that the information contained in **Exhibit 4** be accorded confidential treatment and maintained under seal by the Commission. Finally, the Applicant respectfully submits that the attached Consolidated Financial Statements

demonstrate that it has ample financial resources to fund the Applicant's proposed operations in South Carolina.

## V. REGULATORY COMPLIANCE

1. As required by South Carolina Code 58-9-280, attached hereto are copies of the Applicant's proposed initial tariffs containing rates, terms, and conditions for the services proposed herein. Attached as **Exhibit 5** is Applicant's proposed local exchange service tariff.
2. The Applicant agrees to abide by all applicable statutes and all applicable orders, rules and regulations entered and adopted by the Commission.

## VI. PUBLIC INTEREST

Grant of the authority sought in this Application will serve the public interest. The entry of the Applicant into the local exchange market will enhance the provision of telecommunications services within South Carolina as prescribed by the Federal Telecommunications Act. Granting of this Application will not adversely impact, but rather will contribute to the availability of reasonably affordable local exchange service in South Carolina. The Applicant will provide customers with an optimal combination of price, quality, and customer service. The competition that the Applicant seeks to bring to local telecommunications markets will expand customer choice and spur higher service quality at lower prices through increased innovation and efficiency. The result will be a stimulus to economic growth and development, particularly in the information-intensive service industries that form an increasingly important component of the South Carolina economy. In addition, granting the requested certificate will not unreasonably prejudice or disadvantage any class of customers or service providers. According, the Applicant anticipates that its proposed services will serve the public interest and need by increasing customer choice of innovative, diversified, and reliable service offerings.

## VII. CONCLUSION

Based upon the information and attached and Exhibits, Conterra Ultra Broadband, LLC respectfully requests that the Commission grants its Application for a Certificate of Public Convenience and Necessity to provide local exchange telecommunications services as a competitive local exchange carrier in the state of South Carolina.

Respectfully submitted this 26th day of June 2013.

By: _____

Angela C. Lee
VP, Corporate Counsel & Secretary
2101 Rexford Road, Suite 200E
Charlotte, NC 28211
Telephone: 704-936-1806
Fax: 704-936-1801
Email: alee@conterra.com

**Exhibit 1**

Articles of Organization

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

AUG 2 4 2005

SECRETARY OF STATE OF SOUTH CAROLINA

# AMENDED

# ARTICLES OF ORGANIZATION

# OF

# CONTERRA ULTRA BROADBAND, LLC

Pursuant to §33-44-204 of the 1976 South Carolina Code of Laws, as amended, the undersigned limited liability company hereby submits the following for the purpose of amending its Articles of Organization.

1. The name of the company is Conterra Ultra Broadband, LLC.

2. The articles of organization of the limited liability company were filed on April 20, 2001.

3. The Articles of Organization are amended as follows:

(a) The management of the limited liability company shall be vested in its managers and not its members. Article 6 of the Articles of Organization is deleted in its entirety and replaced with the following:

"The management of the limited liability company is vested in its managers. The Manager of the limited liability company effective as of the filing of these articles is Stephen R. Leeolou and his address is 5955 Carnegie Blvd., Suite 350, Charlotte, NC 28209."

(b) The designated office of the limited liability company is changed by deleting Article 2 in its entirety and replacing it with the following:

"The designated office of the limited liability company in South Carolina is: 2 Office Park Court, Suite 103, Columbia, South Carolina, 29223."

(c) The registered agent for service of process and the street address of the agent for services of process in South Carolina is changed by deleting Article 3 in its entirety and replacing it with the following:

"The registered agent for service of process is National Registered Agents, Inc. and the street address in South Carolina for this agent for service of process is : 2 Office Park Court, Suite 103, Columbia, South Carolina, 29223."

(d) Article 9 is deleted in its entirety.

050825-0015 FILED: 08/24/2005
CONTERRA ULTRA BROADBAND, LLC
Filing Fee: $110.00 ORIG
Mark Hammond South Carolina Secretary of State

4. These Articles will be effective upon filing.

This the 8 day of August, 2005

CONTERRA ULTRA BROADBAND, LLC

By: Southstar Capital, LLC, Member/Manager

By: _____
Stephen R. Leeolou, Manager

**Exhibit 2**

Certificate of Authority to Transact Business

# *The State of South Carolina*

## *Office of Secretary of State Mark Hammond*

## Certificate of Existence

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

CONTERRA ULTRA BROADBAND, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on April 20th, 2001, with a duration that is at will, has as of this date filed all reports due this office, 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 articles of termination as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 7th day of February, 2013.

Mark Hammond

Mark Hammond, Secretary of State

**Exhibit 3**

Managerial and Technical Expertise

Conterra is led by a team of senior executives with deep and relevant industry experience. Having built one of the largest, independently-owned cellular companies in the United States (Vanguard Cellular) in outer suburban and rural areas, we understand and meet our customer's needs because we used to be one.

**Stephen R. Leeolou**

Chairman & Chief Executive Officer

Stephen R. Leeolou has spent the past 30 years in the telecommunications and communications industries. From 1982 to 1999, Mr. Leeolou was co-founder and COO, then CEO of Vanguard Cellular Systems, Inc., one of the first cellular telephone companies in the United States. Headquartered in Greensboro, N.C., Vanguard operated in 28 suburban and rural markets in the eastern U.S. under the Cellular One brand name. Mr. Leeolou helped guide the company through more than $1 billion of private and public financing transactions, dozens of acquisitions, and operating growth that reached nearly one million subscribers.

Publicly listed on NASDAQ, Vanguard was sold to AT&T in 1999 for approximately $1.7 billion. After the sale of Vanguard, Mr. Leeolou served for two years as Chairman and CEO of InterAct Electronic Marketing, Inc. which provided on-line and in-store targeted promotional services in the U.S. and U.K. retail grocery and pharmacy industries.

In 2002, Mr. Leeolou formed SouthStar Capital, LLC, a private investment firm owned primarily by Mr. Leeolou and his family which, in 2004, became and remains Conterra's largest owner.

Prior to his 17 years in wireless communications, Mr. Leeolou was a print, radio and television journalist, primarily in the southeastern U.S. He is a 1978 graduate of James Madison University and was appointed by Governors Warner and Kaine of Virginia to serve on the JMU's Board of Visitors, a position held for eight years.

**Dennis B. Francis, P.E.**

President U.S. Operations & Chief Technology Officer

Dennis Francis has been with Conterra since 2005. He has more than 30 years of experience as an engineer, senior technical manager and operating manager in major telecom corporations that include Southwestern Bell, Ericsson, Nortel, Vanguard Cellular Systems, AT&T Wireless, US Wireless and Nextel.

Mr. Francis worked with Mr. Leeolou at Vanguard from 1992 – 1999 as Executive Vice President and Chief Technology Officer where he was in charge of all technology development for both cellular and IT systems.

While at Nextel from 2001 to 2005, Mr. Francis was responsible for all IT systems supporting sales, marketing, customer service/operations and new products.

Mr. Francis is a licensed Professional Engineer and served on President Bush's National Security Telecommunications Advisory Committee (NSTAC) in 2002 and 2003. In April 2009, Dennis was recognized by six Texas universities for his achievements and dedication in the field of Industrial Engineering with the first

Lifetime Achievement Award for Industrial Engineering given jointly by these universities. He received a B.S. in Engineering from the University of Texas-Arlington.

**Eric D. Burgess**

Executive Vice President & Chief Financial Officer

Eric Burgess has more than 20 years of financial management experience including all aspects of accounting, financial reporting, internal controls, budgeting and forecasting. Mr. Burgess has held senior management positions in various entities ranging from start-up, privately held companies to large, publicly traded companies.

Mr. Burgess has been involved in securing financings for these entities ranging from small debt facilities to private and public offerings in excess of several hundred million dollars. Mr. Burgess has extensive mergers and acquisition experience on both the buy and sell sides.

Mr. Burgess was Controller and Chief Accounting Officer of Oakwood Homes which was a publicly traded company with revenues in excess of $1.5 billion. Subsequent to Oakwood he joined YOUcentric which was a CRM technology company. While at YOUcentric he helped close a $24 million equity round and subsequent sale of the Company to JDEdwards. Prior to his commercial industry experience, Mr. Burgess was with the international accounting firm PricewaterhouseCoopers for seven years.

Mr. Burgess is a Certified Public Accountant. He obtained a B.S. in Business Administration and a Masters of Accounting from the University of North Carolina at Chapel Hill.

**Van E. Snowdon**

Executive Vice President, Corporate Development

Van Snowdon has more than 30 years experience in developing and operating domestic and international emerging technology, wireless telecom and growth businesses. His expertise includes the recruitment of strategic partners, managing complex bid processes and contracts, authoring business plans, navigating regulatory issues, building diverse management teams and structuring core business processes from network operations to sales and marketing functions. He has participated in the raising of more than $1 billion in capital.

Previous executive positions held by Mr. Snowdon from 1989 to 1999 include Senior Vice President and founding executive of Vanguard's Government Sales & Services Division, President of Vanguard's International Division, President of International Wireless Corporation and Executive Vice President of International Development at InterAct Electronic Marketing.

Prior to these executive positions, from 1986 – 1988, Mr. Snowdon served as Director of NCR Corporations' Government Services Division in Washington, D.C. where he was responsible for worldwide federal government and defense agencies operations. He has served on the board of directors of seven international companies including two chairmanships.

Mr. Snowdon received his B.A. in Marketing and Management and his M.B.A. from James Madison University.

**Tom Prestwood**

Executive Vice President, U.S. Sales & Marketing
Tom Prestwood has more than 25 years of executive management experience in the telecommunications industry. His background is primarily in the wireless carrier and tower sectors working for companies that include Vangaurd Cellular Systems, AT&T Wireless, Telecorp PCS, Spectrasite Communications, and Mastec-Nsoro.

Mr. Prestwood has extensive senior level experience managing Operations and Sales & Marketing teams of up to 500 employees and more than $125M in revenues. Throughout his career, Mr. Prestwood has directly managed major customer accounts such as NBC TV, Clear Channel TV, Sinclair TV, and AT&T Wireless.
Tom graduated with a Bachelor of Science degree in Business from the University of Tennessee at Chattanooga.

**Mark J. Heller**

Senior Vice President, Network Deployment

Mark Heller's career includes more than 20 years as a project deployment leader in the wireless and wireline industries, including working for major carriers such as Vanguard Cellular Systems, AT&T Wireless and Cingular Wireless. While at AT&T Wireless and Cingular Wireless, Mr. Heller was responsible for an annual capital budget in excess of $250 million and a staff of over 40 direct and indirect network deployment personnel, including the assimilation of several nationwide, third-party deployment integrators into his markets.

During his ongoing career in telecommunications, Mr. Heller has been responsible for all aspects of access and backhaul network development for over 6,100 sites including: RF Design Engineering, Site Acquisition, Municipal Approvals, Procurement, Construction, Integration, Commissioning and Network Acceptance. His responsibilities included new site deployments as well as all growth related projects within the existing networks.

Mr. Heller is a graduate of Penn State University.

**Keith W. Stines**

Senior Vice President, Network Engineering

Keith Stines has more than 30 years of project management and telecommunications experience. He began his career in the commercial construction industry as a Project Manager for a large, regional general contracting firm in the Carolinas. After serving as Senior Project Manager for one of the larger construction companies in coastal South Carolina, he opened his own construction company in 1985, establishing one of the first design/build commercial construction businesses in Myrtle Beach, SC. He continued to own and operate that company for 15 years. In 1990, Mr. Stines founded an associated business, specifically focused on construction and development services for the cellular industry. Providing turnkey acquisition, permitting, site planning and construction services for more than 1,500 cell sites, he led that company as it grew to operate in 23 states with 16 different wireless carriers and infrastructure providers. In 2001, having had 15 years of experience as an owner/operator of start-up businesses, Mr. Stines relied on his acquired knowledge of the wireless communications industry, and was instrumental in founding Conterra. He continues to serve a key role in developing Conterra's operations strategy.

**Craig K. Simpson**

Vice President, Backhaul Sales & Development

Craig Simpson has more than 20 years of telecommunications sales and marketing experience in wholesale and enterprise markets. Prior to joining Conterra, Mr. Simpson spent 13 years in various sales and marketing senior management positions at US LEC/PAETEC. He led the sales organization during one of its highest growth periods in the company's history and opened up 16 sales offices in the eastern US. During this tenure, he also helped US LEC complete a successful IPO and, ultimately, a merger with PAETEC.
Prior to US LEC/PAETEC, Mr. Simpson worked with MCI for 9 years in various sales and marketing roles of increasing responsibility. Before joining MCI, he was an Account Representative and Marketing Programs Specialist within the medical division of Unisys Corporation.

Mr. Simpson earned a B.S. in Marketing from Miami University in Ohio.

**Exhibit 4**

Consolidated Financials

(FILED UNDER SEAL)

**Exhibit 5**

Local Exchange Tariff

Conterra Ultra Broadband LLC

# REGULATIONS AND SCHEDULE OF CHARGES

## APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES WITHIN THE STATE OF SOUTH CAROLINA

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for telecommunications services provided by Conterra Ultra Broadband, LLC with principal offices at 2101 Rexford Road, Suite 200E, Charlotte, North Carolina 28211

Toll free number: 1-800-634-1374

ISSUED: _____

EFFECTIVE: _____

Angela Lee
Corporate Counsel & Secretary
2101 Rexford Road, Suite 200E
Charlotte, NC 28211
Telephone: 704-936-1806
Fax number: 704-936-1801
Email address: alee@conterra.com

## CHECK SHEET

| PAGE NO. | REVISION |
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| 1 | Original* |
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## SYMBOLS SHEET

**C** - To signify changed regulation.

**D** - To signify discontinued rate or regulation.

**I** - To signify increased rate.

**M** - To signify a move in the location of text.

**N** - To signify new rate or regulation.

**R** - To signify reduced rate.

**S** - To signify reissued matter.

**T** - To signify a change in text but no change in rate or regulation.

## TARIFF FORMAT SHEET

A. Page numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, new pages added between pages 14 and 15 would be 14.1.

B. Page revision numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Commission allows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

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

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

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists 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. remains 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** - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Company – Conterra Ultra Broadband LLC

Common Carrier – An authorized company or entity providing telecommunications service to the public.

Commission – The South Carolina State Corporation Commission

Customer - The person, firm, corporation or other entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer
or End User.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Telecommunications – The transmission of voice, data, facsimile, signaling, metering, or other similar communications.

WAN: Wide Area Network

## **SECTION 2** - RULES AND REGULATIONS

### 2.1 **Application of Tariff**

2.1.1 This Tariff contains the regulations and rates applicable to intrastate local exchange telecommunications services provided by Company for telecommunications between points within the State of South Carolina. Company's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.

2.1.2 Company's services may be provided over the telecommunications channels, facilities or services of other facilities-based carriers and may involve the resale of services of underlying Common Carriers.

2.1.3 The rates and regulations contained in this Tariff apply only to the services furnished by Company to the Customer and do not apply to lines, facilities, or services used in accessing the services of Company that are not provided by Company.

2.1.4 The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other Common Carriers in addition to or in lieu of Company.

### 2.2 **Use of Services**

2.2.1 Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2 The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.3 Company's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.

2.2.4 Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

**SECTION 2** - RULES AND REGULATIONS (continued)

2.2.5 Company's services may be cancelled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3 **Liability of the Company**

2.3.1 Due to the unavoidability of errors incident to the services and to the use of the facilities furnished by the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations set forth herein.

2.3.2 The liability of the Company for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the service involved. Under no circumstances shall the Company be liable for any consequential, special, indirect, incidental or exemplary damages.

2.3.3 Company shall not be liable for any act or omission of any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omission of any other providers of connections, facilities, or service other than the Company; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.3.4 Company shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment of instruments, apparatus and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Company.

2.3.5 Company shall not be liable for any unlawful or unauthorized use of Company's facilities and service, unless such use results solely from the negligence or willful misconduct of Company.

**SECTION 2** - RULES AND REGULATIONS (continued)

2.3.6 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.4 **Force Majeure**

2.4.1 Except as provided in Sections 2.4.2 through 2.4.4 below, and notwithstanding any provision or inference to the contrary contained in this Tariff, neither party shall be liable for any failure or suspension of performance due to an act of God; fire; explosion; local, state or federal government action; unusual shortage of materials; strike or other labor unavailability; riot or war (individually, a "force majeure event"). The party claiming relief under this section shall exercise reasonable efforts to minimize the time of any failure or suspension of performance hereunder and promptly notify the other party of the occurrence of the force majeure event. Notwithstanding the foregoing, in no event shall a failure to pay sums required pursuant to this Tariff or any service order(s) be deemed, or postponed by, a force majeure event.

2.4.2 If a failure of performance arising out of a force majeure event shall be solely on the part of Customer and shall be for thirty (30) days or less, then the affected service shall remain in effect and Customer shall remain liable for all charges therefore. If such failure of performance by Customer shall be in excess of thirty (30) days, Customer shall have the option either to maintain the affected service by continuing payments or to cancel the affected service by notice to Company without further liability of the parties.

2.4.3 If a failure of performance arising out of a force majeure event shall be solely on the part of Company and shall be for thirty (30) days or less, then the affected service shall remaining effect with no liability on the part of Company, and Customer shall have no liability for recurring charges as to the period of Company's nonperformance as to the affected service. If such failure of performance by Company shall be in excess of thirty (30) days ("Failed Performance Period"), then the affected service may be canceled by Customer any time thereafter but no later than twenty (20) days after the end of the Failed Performance Period without further liability of the parties, provided that until such time as Customer cancels the

**SECTION 2** - RULES AND REGULATIONS (2.4.3 continued)

affected service, such service shall remain in effect with no liability on the part of Company; and, until the sooner of such time as Customer so cancels the affected service or resumption of Company's performance after the force majeure event, Customer shall have no liability for recurring charges as to said period of Company's nonperformance as to the affected service.

2.4.4 If a failure to perform arising out of a force majeure event shall be on the part of both Customer and Company shall be for thirty (30) days or less, then the affected service shall remain in effect with no liability on the part of Company, and Customer shall have no liability for recurring charges as to the period of Company's nonperformance as to the affected service. If such failure of performance by both parties shall be in excess of thirty (30) days, then the affected service may be canceled by either party without further liability of the parties thereunder any time within twenty (20) days after the end of such force majeure event(s), provided that until the sooner of such time of cancellation or resumption of Company's performance after any force majeure event, Customer shall have no liability for recurring charges as to said period of Carrier's nonperformance as to the affected service.

2.5 **Obligations of the Customer**

2.5.1 The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Company or as required by law; and for assuring that end users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

2.5.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Company on the Customer's behalf.

**SECTION 2** - RULES AND REGULATIONS (continued)

2.5.3 If required for the provision of Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Company.

2.5.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment used for or with the provision of Company's services.

2.5.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Company may terminate the Customer's service.

2.5.6 The Customer is responsible for payment of the charges set forth in this Tariff.

2.5.7 The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

2.5.8 The Customer shall indemnify and save Company harmless from all liability disclaimed by Company as specified in Section 2.3 above, arising in connection with the provision of service by Company.

**SECTION 2** - RULES AND REGULATIONS continued

2.5.9 Customer has the sole responsibility and liability for obtaining at its expense any and all third party access rights (including, without limitation, entrance facilities and interconnection) that Customer desires or requires for Customer to access Customer's customers from or between any Carrier Point of Presence and said customer.

## 2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, Company may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:

2.6.1.1 For nonpayment of any sum due Company for more than thirty (30) days after issuance of the bill for the amount due;

2.6.1.2 For violation of any of the provisions of this Tariff;

2.6.1.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's services;

2.6.1.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its services;

2.6.1.5 If Company is reasonably unable to furnish all of the service requested by Customer for any cause other than Company's negligence or willful misconduct; or

2.6.1.6 If any material rate or term contained in this Tariff is substantially changed adversely to Company by order of the Commission and such order is sustained by the highest court of competent jurisdiction to which the matter is appealed.

2.6.2 Procedures for discontinuance of existing service:

2.6.2.1 Company may discontinue service without notice for any of the following reasons:

**SECTION 2** - RULES AND REGULATIONS continued

2.6.2.1.1 If a Customer or User causes or permits any signals or voltages to be transmitted over Company's network in such a manner as to cause a hazard or to interfere with Company's service to others.

2.6.2.1.2 If a customer or User uses Company's services in a fraudulent manner.

2.6.2.2 In all other circumstances, Company will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Company is not prepared to accept payment of the amount due and to reconnect service.

2.6.2.3 Without incurring liability, Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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

## 2.7 Credit Allowance for Certain Interruption of Services

2.7.1 Interruption means an interruption or degradation of the service provided by Company that violates Company's technical standards for such service as set forth in Customer's Service Agreement including, a failure of any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment or software attached thereto. Interruption shall not include the failure of any service or facilities provided by a

**SECTION 2** - RULES AND REGULATIONS 2.7.1 continued

Common Carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

2.7.2 Customer shall be entitled to a credit for any Interruption of Service exceeding thirty (30) minutes in duration, computed at a rate of 1/1460 of the monthly recurring charge applicable to the service subject to said Interruption for each half hour or majority fraction thereof that such Interruption continues, measured as provided below, after the maintenance time permitted Company pursuant to Section 2.3.6 below; provided that if more than one Interruption occurs within a twenty-four (24) hour period, the length of all such Interruptions shall be aggregated and treated as a single Interruption for purposed of determining the availability and amount of a credit. Interruptions shall be measured from the time that Company receives notice of such Interruption to the time of material restoration of the applicable portion of the service, less any maintenance time permitted Company pursuant to Section 2.3. 6 below, and less any time period during which Customer fails to accord access to Company to any necessary facilities provided by Customer for the purpose of investigating and curing such Interruption. Customer may notify Company of an Interruption by telephone, facsimile, electronic mail, courier or any such similar expedited communication methodology. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.

2.7.3 In the event of an Interruption on more than five (5) days during any thirty (30) day period (and so long as such Interruption does not arise out of the events, acts or omissions described in Section 2.3.5 below), Customer as its sole remedy shall, at its option, have the right to either (1) terminate the affected service without further liability of the parties; or (2) receive a credit in an amount equal to one (1) month's recurring charge for the affected service.

2.7.4 In the event of required maintenance or Interruption arising out of (1) any problem with any service provided by a party other than Company, or (2) the acts or omissions of Customer or Customer's agents, servants,

**SECTION 2** - RULES AND REGULATIONS (2.7.4 continued)

employees, officers, directors, contractors, subcontractors, invitees or representative, including, without limitation, Customer's equipment malfunction or improper use, Customer shall not be entitled to any credit. Company shall have no liability to Customer for such maintenance or Interruption. Customer shall continue to be liable for all payments for which Customer is obligated to pay under this Tariff and any and all Service Order(s) as if such Interruption had not occurred. Customer shall pay, promptly on Company's demand, Company's standard maintenance service call fee plus Company's maintenance, repair, and replacement costs arising out of the events, acts, and omissions described in subparagraph (2) of this section. Company's standard maintenance service call fee is $150.00 per hour, 7:00 a.m. to 5:00 p.m. Monday through Friday, and $250.00 at all other times and on Holidays, with a two hour minimum billing requirement.

2.7.5 Maintenance of Company's system may, from time to time, result in Interruption of Service, provided that, to the extent reasonably possible, maintenance shall be performed during non-peak hours (namely, the hours between midnight to 6:00 a.m. Eastern Standard Time). Company shall provide Customer two (2) business days notice (except in the event of an emergency no notice shall be required) prior to its undertaking any maintenance which may be reasonably expected to result in Interruption of Service; such notice shall be provided via telephone, facsimile, electronic mail, courier or any such similar expedited communications methodology, without the need for a written duplicative notice being delivered. Maintenance required by Company which results in Interruption of Service shall not entitle Customer to a credit if such maintenance is completed as soon as reasonably practicable and does not exceed six (6) hours (said six-hour period to be measured from the time of Company's receipt of notice as to the need for required maintenance, except as to routine maintenance which shall be measured from the beginning of the subject Interruption); in the event such maintenance exceeds four (4) hours, Customer's sole remedy shall be credit as provided above.

## 2.8 Payment and Rendering of Bills

2.8.1 Customers will be billed directly by Company.

**SECTION 2** - RULES AND REGULATIONS continued

2.8.2 Company will render invoices monthly. Payment is due within thirty (30) days after Customer's receipt of its invoice.

2.8.3 If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the subject invoice due date, which shall not be sooner than 20 days from the mail date on the bill, then a late payment penalty shall be due the company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5 percent. Company may invoice Customer for the late payment charge on the next regular monthly invoice.

2.8.4 For Returned Checks: The Customer will be assessed a returned check charge of $20.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor. This charge is inclusive of the bank fee plus a reasonable Company administrative fee.

2.9 **Validation of Credit**

Company reserves the right to validate the credit worthiness of Customers.

2.10 **Disputed Bills**

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Company within ninety (90) days after such bills are rendered. Customer nevertheless shall pay to Company no later than the subject invoice due date the undisputed amount, if any, due and owing to Company and provide to Company no later than the subject invoice due date, in writing, the grounds upon which Customer is contesting the disputed amount. In the event that the parties are unable to amicably resolve the issues raised by Customer concerning the Disputed Amount within ninety (90) days of the billing date:

**SECTION 2** - RULES AND REGULATIONS (continued)

2.10.1 Customer or Company may file an appropriate complaint with the Commission staff. The current address for filing complaints is:

South Carolina Office of Regulatory Staff
1441 Main Street
Suite 300
Columbia, SC 29201
Telephone: (803)-737-5230 or (800)922-1531

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply.

Any billing dispute between the Company and a Customer that is being investigated by the Company or the Commission shall be considered a bona fide dispute until the Company or the Commission, whichever is the investigating entity, completes its investigation and advises the Customer of its determination. The Customer's service or services, which are subject to the dispute, shall not be disconnected pending resolution of a bona fide dispute.

2.11 **Deposits**

Company does not require a deposit from the Customer.

2.12 **Advance Payments**

For Customers from whom Company feels an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.13 **Taxes**

All federal excise taxes and state and local sales taxes, are billed as separate items and are not included in the quoted rates. Customer shall pay to Company gross receipts, right-of-way, franchise, sales and use taxes and other similar charges that are levied upon or assessed against Company or Company's

**SECTION 2** - RULES AND REGULATIONS (2.12 continued)

property or legally required to be collected by Company as a direct result of Carrier's provision of service to Customer within thirty (30) days of Company's written request therefore, but in no event shall Customer be obligated to pay income taxes levied upon Company's net income.

2.14 **Shortage of Equipment or Facilities**

2.14.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.14.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Common Carriers to furnish service from time to time as required at the sole discretion of the Company.

2.15 **Special Construction**

2.15.1 When it is necessary for the Company to provide outside plant construction, either on a public road or on private property, which is other than that usually provided for the area and class of service furnished, the customer or other party requiring such special construction is required to pay the difference between the estimated cost of usual construction and the estimated cost of the type of construction provided under the conditions specified herein. These costs are calculated as the cost to the Company plus an administrative charge, minus any credit for salvage or reuse. Such special construction includes, but is not limited to:

(1) underground construction where aerial construction would usually be provided,

(2) submarine cable,

(3) greater quantity or a different type of facilities than that which the Company would otherwise construct in order to fulfill the customer's initial requirements for service,

**SECTION 2** - RULES AND REGULATIONS (2.14 continued)

(4) routing facilities different from that which the Company would normally utilize,

(5) expedition of the construction of facilities at greater expense than would otherwise be incurred

2.16 **Other Services Provided by Company**

Company may agree to provide other services or facilities to Customer that are not regulated telecommunications services, including arranging on Customer's behalf for telecommunications services, such as local loop services, to be provided by other common carriers. Any such services are not covered by or subject to this Tariff, but are subject to other agreements or arrangements between Company and Customer.

## **SECTION 3** - DESCRIPTION OF SERVICES

### 3.1 **Individual Case Basis (ICB) Arrangements**

All of the services provided by Conterra are provided on an individual case basis ("ICB"). Arrangements are developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for services. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All ICB arrangements will be filed with or made available to the Commission upon request.

### 3.2 **Dedicated, Point-to-Point Ethernet WAN Service**

This service enables Customer to meet the demands of bandwidth intensive applications between locations with reliable, scalable, point-to-point Ethernet connectivity. This carrier grade, broadband, Layer 2 service provides secure, high-speed connectivity that scales from 10 Mbps to 10 Gbps.

### 3.3 **Dedicated Virtual Ethernet WAN Service**

This service combines the flexibility of a point-to-multipoint configuration with guaranteed bandwidth so you can be certain you will have the necessary capacity to support your remote users. With this Service, Company specifies the Committed Information Rate ("CIR").

### 3.4 **Switched Virtual Ethernet WAN Service**

This service is a transparent WAN in which multiplexing occurs within the network. With this service, Company allows Customer a Peak Information Rate "PIR") to burst up to this rate when capacity is available.

### 3.5 **Other Services**

Other services may be provided by the Company.

## SECTION 4 – RATES AND CHARGES

### 4.1 Rates

All of the services provided by Conterra are provided on an individual case basis ("ICB"). Arrangements are developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for services. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

### 4.2 Application of Rates

4.2.1 Where this Tariff provides for a Standard Rate or Charge for a service, such Standard Rate or Charge shall apply to Customer's use of such service regardless of the terms of Customer's Customer Service Agreement, if any, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement.

4.2.2 Where this Tariff provides for a Minimum Rate or Charge and a Maximum Rate or Charge for a service, the rate or charge applicable to Customer's use of such service shall be the rate or charge specified for such service in Customer's Customer Service Agreement, if any; provided, however:

A. If the rate or charge specified for a service in Customer's Customer Service Agreement is less than the Minimum Rate or Charge provided for such service in this Tariff, then the rate or charge

SECTION 4.2.2 continued

applicable to Customer's use of such service shall be the Minimum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement;

B. If the rate or charge specified for a service in Customer's Customer Service Agreement is greater than the Maximum Rate or Charge provided for such service in this Tariff, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement;

C. If no rate or charge is specified for a service in Customer's Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff; and

D. If Carrier provides a service to Customer in the absence of a Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff.

4.2.3 The term of a Service Order (the "Service Order Term") shall be the "Term" set forth in the applicable Service Order. Each Service Order shall be in effect for the duration of the Service Order Term thereof, unless sooner canceled or terminated as provided in this Tariff or Customer's Customer Service Agreement. Upon cancellation or termination of any Service Order, Customer shall discontinue use of the capacity provided pursuant thereto; however, if Customer continues to use said capacity provided pursuant to the canceled or terminated Service Order, the Service Order Term shall not renew, Customer shall discontinue such use voluntarily or on Carrier's demand and, until Customer discontinues said use, the subject Service Order shall continue in effect on a daily basis (the "Holdover Term") at the lesser of the Maximum rate or one hundred twenty-five percent (125%) of the rate specified in the expired Service Order or the Customer Service Agreement (pro-rated daily).

**SECTION 4** – RATES AND CHARGES continued

4.3 **Taxes and Surcharges**

Customer shall pay to Carrier gross receipts, right-of-way, franchise, sales and use taxes, and other similar charges that are levied upon or assessed against Carrier or Carrier's property or legally required to be collected by Carrier as a direct result of Carrier's provision of service to Customer within thirty (30) days of Carrier's written request therefor, but in no event shall Customer be obligated to pay income taxes levied upon Carrier's net income.

**AUTHORIZED UTILITY REPRESENTATIVE FORM FOR TELECOMMUNICATIONS CARRIERS**

**TYPE: [ ] IXC [X] CLEC [ ] ILEC [ ] Wireless**

**CERTIFICATED COMPANY INFORMATION**

Conterra Ultra Broadband, LLC

Company Name

FEIN/SSN

Conterra Broadband Services & Conterra Telecom Services

704-936-1806

Dba/fka

Telephone #

2101 Rexford Road, Suite 200E

Mailing Address

Charlotte, NC 28211

City, State, Zip Code

2101 Rexford Road, Suite 200E

Business Location

Charlotte, NC 28211

Mecklenburg

City, State, Zip Code

County

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SC PUBLIC SERVICE COMMISSION

**REGISTERED AGENT INFORMATION**

Registered Agent: National Registered Agents, Inc.

Mailing Address: 2 Office Park Court, Suite 103

Columbia, SC 29223

City, State, Zip Code

**Pursuant to the Commission's rules and regulations, print or type company contact for the following areas:**

A. **General Manager** (Include Address if different than above)

Stephen R. Leeolou

704-936-1802 / 704-936-1801 / sleeolou@conterra.com

Telephone Number / Facsimile Number / E-mail Address

B. **Customer Relations/Complaints Representative** (Include Address if different than above)

Angela C. Lee

704-936-1806 / 704-936-1801 / alee@conterra.com

Telephone Number / Facsimile Number / E-mail Address

C1. **Customer Relations/Complaints Representative for Escalated Complaints** (Include Address if different than above)

Eric D. Burgess

704-936-1810 / 704-936-1801 / eburgess@conterra.com

Telephone Number / Facsimile Number / E-mail Address

C2. **Customer Contact** (Toll Free Number)

800-634-1374

D. **Engineering Operations** (Include Address if different than above)

Keith Stines

704-936-1807 / 704-936-1801 / kstines@conterra.com

Telephone Number / Facsimile Number / E-mail Address

E. **Test and Repair** (Include Address if different than above)

Len Rector

704-936-1723 / 704-936-1801 / lrector@conterra.com

Telephone Number / Facsimile Number / E-mail Address

F. **Emergencies** (During Non-Office Hours)

Network Operations Center

800-634-1374 / 704-936-1801 / clabell@conterra.com

Telephone Number / Facsimile Number / E-mail Address

RECEIVED
JUN 27 2013
PSC SC
MAIL / DMS

**In addition, please provide the following company contact information to assist in proper routing of correspondence and invoices:**

G. **Regulatory Officer** (Include Address if different than above)
Angela C. Lee
704-936-1806 / 704-936-1801 / alee@conterra.com
Telephone Number / Facsimile Number / E-mail Address

H. **Dual Party Mailings** (Name)
Angela C. Lee
2101 Rexford Road, Suite 200E, Charlotte, NC 28211
(Mailing Address)
704-936-1806 / 704-936-1801 / alee@conterra.com
Telephone Number / Facsimile Number / E-mail Address

I. **Interim LEC Fund Mailings** (Name)
Angela C. Lee
2101 Rexford Road, Suite 200E, Charlotte, NC 28211
(Mailing Address)
704-936-1806 / 704-936-1801 / alee@conterra.com
Telephone Number / Facsimile Number / E-mail Address

J. **Universal Service Fund Mailings** (Name)
Angela C. Lee
2101 Rexford Road, Suite 200E, Charlotte, NC 28211
(Mailing Address)
704-936-1806 / 704-936-1801 / alee@conterra.com
Telephone Number / Facsimile Number / E-mail Address

K. **Gross Receipts Mailings** (Name)
Angela C. Lee
2101 Rexford Road, Suite 200E, Charlotte, NC 28211
(Mailing Address)
704-936-1806 / 704-936-1801 / alee@conterra.com
Telephone Number / Facsimile Number / E-mail Address

L. **Lifeline Mailings** (Name)
Angela C. Lee
2101 Rexford Road, Suite 200E, Charlotte, NC 28211
(Mailing Address)
704-936-1806 / 704-936-1801 / alee@conterra.com
Telephone Number / Facsimile Number / E-mail Address

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**Angela C. Lee** /
***This form was completed by*** ***Signature***
**VP, Corporate Counsel & Secretary** / **June 19, 2013**
***Title*** ***Date***

RETURN COMPLETED FORM TO:

Public Service Commission of SC
**Attn: Clerk's Office**
Post Office Drawer 11649
Columbia, South Carolina 29211
*And*
Office of Regulatory Staff
**Attn: Jeanne Gordon**
1401 Main Street, Suite 900
Columbia, South Carolina 29201