

DELTACOM, INC.
7037 Old Madison Pike
Huntsville, Alabama 35608

Interstate Interexchange Pricing Guide
Title Page 1

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO DOMESTIC INTERSTATE
TELECOMMUNICATIONS SERVICES FURNISHED BY
DELTACOM, INC.
BETWEEN POINTS IN THE UNITED STATES AS SPECIFIED HEREIN.

This Rates, Terms and Pricing Guide replaces in its entirety the FCC Tariff No. 1 posted on www.deltacom.com/terms_conditions.asp.

Effective: January 10, 2011

REVISION STATUS

| DATE | REVISION |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| January 10, 2011 | Added Revision Status page; grandfathered T_5000 LD Plan, T_2500, Toll Free PIN Connect, and the Associations Program; minor text changes. |

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Effective: May 15, 2009

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Price List, particularly those for specialized common carrier communications channels furnished by the Company over its facilities, are defined below:

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence of numbers.

Access Line - An arrangement which connects the customer's location to a Company network switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User for security and/or billing purposes. All Authorization Codes shall be the sole property of the Company and no customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Number Identification ("ANI") may be used as or in connection with the Authorization Code.

Automatic Number Identification (ANI) - a sequence of numbers provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Authorized User - A person or entity that accesses the Company's Services. An Authorized User is responsible for compliance with this Price List.

Common Carrier - A company or entity providing telecommunication services to the public.

Credit Card Calls (Calling Card Calls) - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit card, such as a Visa or MasterCard, or a LEC or interexchange carrier calling card.

Company or Carrier - DeltaCom, Inc. f/k/a ITC^DeltaCom Communications, Inc., f/k/a DeltaCom Long Distance Services and f/k/a Grapevine, unless the context means otherwise.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONTINUED)

Customer - The term "Customer" denotes the person, firm, corporation or other entity which orders or uses Service(s) and is responsible for the payment of charges and for compliance with this Price List. A business customer is a telephone company subscriber whose use of such telephone company service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, or where the listing required is such as to indicate business use, and is therefore charged business rates for basic telephone service. A residence customer is a telephone company subscriber whose use of such telephone company service is of a domestic nature, and not substantially of an occupational nature, and who is therefore charged residence rates for basic telephone service.

Customer Dialed Calling Card Call - A Calling Card call that does not require intervention by an attended operator position to complete.

Customer Provided Facilities - The term "Customer Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An interstate 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. This includes calls forwarded by call forwarding equipment.

Equal Access - The term "Equal Access" has the meaning given that term in the Appendix B of the Modification of Final Judgment entered August 24, 1982, in Unites States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

FCC - The Federal Communications Commission

Holidays - Holidays observed: New Years Day, Independence Day, Labor Day, Thanksgiving and Christmas. The respective "Evening Rate Period" rates are used for holidays unless a lower rate would normally apply.

Initial Term - The original term of a Service provided under an Agreement for Service (AFS) which can be one (1), two (2), three (3) or four (4) years as initially agreed to by the Customer.

Local Exchange Carrier (LEC) - The term "Local Exchange Carrier" denotes any telephone company that has been granted a Certificate of Public Convenience and Necessity by a State Commission that provides local telephone service to customers within a defined exchange.

Effective: May 15, 2009

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONTINUED)

Measured Charge - A charge assessed on a per minute or less incremental basis in calculating a portion of the charges due for a completed call.

National - The term "National" denotes the geographical area consisting of the Continental United States, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands (CNMI).

Operator Assisted Call - A telephone connection completed through the use of the Company's Operator Services.

Operator Services - Any telecommunication Service initiated from a Customer location 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 a telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with a carrier by the Authorized User.

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

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing telecommunications services to the public.

Person-to-Person Calls - An Operator Assisted call that is placed under the stipulation that the caller will speak only to a specified called party, a specified extension or office. 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.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers that allow calls to be categorized for various applications.

Effective: May 15, 2009

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONTINUED)

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

Point of Presence - The term "Point of Presence" denotes the sites(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company's network configuration.

Premises - The term "Premises" denotes a building or buildings on contiguous property (except railroad right-of- ways, etc.) not separated by a public highway.

Renewal Term - Any subsequent term of one (1) year effective when the Initial Term, or previous Renewal Term, expires.

Responsible Organization (RespOrg) – The long distance company responsible for managing and administering the toll subscriber's records in the 800 Service Management System (SMS/800). The SMS/800 only recognized one RespOrg for each 800 number. Management and record administration consists of data entry, changing records, accepting trouble reports and referring and/or clearing associated documents.

Services - Voice and/or data telecommunication Services provided to a Customer or Authorized User by the Company.

Subscriber - Unless otherwise provided herein, the term "Subscriber" denotes a customer of the Company.

Telecommunication Services - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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

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SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

This Guide contains the regulations and charges applicable to interstate common carrier communications services provided by DeltaCom, Inc. from its originating location(s) in the United States to all points in the Continental United States, Alaska, Hawaii, American Samoa, Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands. Operator-assisted services are furnished subject to the availability of facilities and subject to the terms and conditions of this Guide.

The Company installs, operates, and maintains the communication services provided herein under in accordance with the terms and conditions set forth under this Guide. It may act as the Customer's agent for ordering access connection facilities provided by the local exchange company when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of Services offered herein.

Service is furnished subject to the availability of service components required. The Company will determine which of those components shall be used and make modifications to those components at its option.

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

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.2 Use of Service**

2.2.1 General. The Services may be used for any lawful purpose consistent with the transmission and switching parameters and rules of the facilities utilized in the provision of Service. The Customer shall not make use of the Services or underlying network:

- (A) in any way which might reasonably be expected to frighten, abuse, torment, or harass another;
- (B) for any purpose in violation of the law;
- (C) in such a manner as to unreasonably interfere with the use of the Service by any of the Company's customers; and/or
- (D) to transmit any material which, in the Company's sole discretion
 - (1) violates any U.S. or state regulation, including material which infringes another's intellectual property rights,
 - (2) is threatening or obscene, libelous, defamatory or violates any right of privacy of another,
 - (3) is discriminatory or otherwise offensive.

Customers and Authorized Users are prohibited from and by their acceptance or use of Service agree not to use the Services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

2.2.2 Resale. Service may not be resold without the prior written consent of the Company.

2.2.3 Shared Tenant Service. If Customer intends to resell or rebill the Company's Service(s), Customer must certify that they have all necessary state, federal, legal and regulatory authority to resell or rebill any telecommunication services to its tenants or end users. In no event will the Company directly bill any tenant or other end user of Customer. If Customer is found to be in violation of any federal, state or local law or regulation for reselling or rebilling telecommunication services, Customer shall indemnify the Company for any related claims by any third party against the Company, including attorneys' fees and costs.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.3 Facilities Used in Provision of Service**

- 2.3.1** The Service is subject to the availability of suitable facilities.
- 2.3.2** The Customer must obtain an adequate number of access lines for toll free Service to meet expected demand.
- 2.3.3** The Customer is responsible for placing any necessary orders and complying with Price List regulations for services described herein, and for assuring that its users comply with Price List regulations.
- 2.3.4** The Customer shall provide for the proper installation, operation and maintenance of the Customer's equipment used in connection with the Service and shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with all FCC rules and regulations.
- 2.3.5** Equipment provided by the Company shall remain the property of the Company. Company-owned equipment will be returned to the Company upon termination of service. If Company-owned equipment is not returned from the Customer, the Customer will be billed the current Company listed purchase price for the equipment. The Company may substitute, change or rearrange any equipment, facility or system used in providing Service at any time.
- 2.3.6** The Company will deliver the Service(s) to the Customer to the physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation. The point of demarcation shall be the point where the Company's facilities end and the Customer's premises wiring begins. The Company is not responsible for the Customer's premises wiring beyond the point of demarcation.
- 2.3.7** Customer shall accept the Service no more than ten (10) business days after the underlying facility has been installed or within ten (10) business days of a reasonable attempt by the Company to install the service. If the Service is not accepted by the Customer within this time frame, an Idle Service Charge as specified in Rates Section of this Price List, may be assessed and applied to the Customer's account on a monthly basis until the Service is accepted. Acceptance is denoted by completed installation of all Services ordered. Upon Service acceptance, the monthly Idle Service Charge will cease

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.3 Facilities Used in Provision of Service****2.3.8 Underlying Facilities**

The Company will generally be required to provision part of the Service using “last-mile” or “local loop” facilities from the provider of the Company’s choice, the Company’s charges to the Customer will be based upon actual tariffed rates filed by the dominant Local Exchange Carrier (“LEC”) operating in each LATA or charges by other “last-mile” or “local loop” service providers used by the Company, and are subject to change upon notice to Customer. The Company cannot guarantee rates from third-party providers until orders are placed and availability is confirmed. If, prior to commencement of Service, the rates for the underlying facility, based on actual circuit configuration or provider, changes from the rate used in calculating the price reflected in the AFS, then the Company may revise the pricing provided to Customer (including all resulting monthly recurring and non-recurring charges) and will provide Customer with notice of such new pricing for approval to proceed with the Service; provided that Customer may cancel an order for a Service without a Discontinuance Charge within ten (10) days of the Company’s notice if Customer does not want the Service at the new pricing. Customer shall be solely responsible for payment of any charges or termination liability levied by Customer’s equipment vendor or underlying facility provider associated with any special construction or equipment needed to provide facilities into Customer’s premises or the cancellation thereof. In the event that the nonrecurring costs to be incurred by Customer associated with the delivery and installation of the underlying facility and establishment of Service are estimated to exceed an amount equal to the monthly recurring charge of the Company Service, Customer may terminate the AFS without a Discontinuance Charge within the earlier of (i) sixty (60) days of execution of the AFS, or (ii) ten (10) days from the notification by the Company of the need for special construction or equipment for the provider of the underlying facility and the estimated cost thereof.

2.3.9 The Company directly controls all facilities provided under this Price List.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.4 Unauthorized Use**

- 2.4.1** The Customer is liable for all unauthorized and/or fraudulent use of Service by users and the Company retains the right to analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized use.
- 2.4.2** The Customer shall pay for unauthorized or fraudulent use of service at the Company's highest usage charges applied to network usage and attempted network usage, whether or not a terminating connection was achieved, plus all costs incurred by the Company to detect, discover, observe, investigate, analyze, examine and locate the party responsible for unauthorized or fraudulent use.
- 2.4.3** The Company reserves the right to suspend or discontinue service to specific locations, when it has a good faith reason to suspect fraudulent use of its facilities.
- 2.4.4** The Company may suspend or terminate Service(s) to Customer if the Customer is improperly using the Company's Service(s). The Company may determine on a case-by-case basis what constitutes improper use of service. Improper use may include, without limitation: (1) using an automatic dialer or program; (2) sending unsolicited messages or calls; (3) attempting to interfere with the access of any user, host or network; (4) identity theft; (5) attempting to decipher, decompile, or reverse engineer any software; (6) posting or transmitting unlawful, infringing, or objectionable content as determined by the Company; (7) Caller ID spoofing; (8) probing, or attempting to tamper with or harm the Company's systems, network or customers; or (9) reselling or attempting to resell any aspect of Service, whether for profit or otherwise.
- 2.4.5** The Company may terminate the Customer's Service(s), or change the Customer's rate plan, at any time, with notice, if the Company determines, in its sole discretion, that the Customer's use of Service(s) is excessive, unusually burdensome, or unprofitable to the Company.
- 2.4.6** The Company reserves the right to block international calling and calls to 900, 976, 700 numbers and other pay per call services unless special arrangements have been made with the Company. The Customer is responsible for all unauthorized and/or fraudulent use of Service(s) and the Company reserves the right to analyze any and all information at its disposal to confirm unauthorized use. The Customer shall pay for unauthorized or fraudulent use of service at the Company's highest usage charges applied to network usage and attempted network usage, whether or not a terminating connection was achieved, plus all costs incurred by the Company to detect, discover, observe, investigate, analyze, examine and locate the party responsible for unauthorized or fraudulent use.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.5 Limitations**

- 2.5.1** Service is offered subject to the availability of facilities and the provisions of this Price List.
- 2.5.2** The Company's liability hereunder shall be limited to credit allowances for service outages as set forth in 2.11 of this Price List. In no event shall the Company be liable to Customer or any third party for any consequential, indirect, special, incidental, punitive or similar damages, including without limitation, any loss of profit or revenue arising from or related in any manner to service outages whether or not the Company is aware of the possibility of such damages.
- 2.5.3** Except as set forth in this Price List, the Company makes no other, and expressly disclaims all, warranties or representations, either express or implied, concerning the service or any content received via the service and expressly disclaims warranties of fitness for a particular use or purpose, the warranty of merchantability and any other warranty implied by law.
- 2.5.4** The foregoing limitations shall include, but are not limited to:
- A.** availability or performance of any systems or related facilities under the control of or provided by other entities, even if the Company acted as agent in arranging such facilities or service;
 - B.** content of information passing through its network, including the accuracy or quality of such information;
 - C.** unlawful or unauthorized use of the Company's facilities or Service;
 - D.** breach of the privacy or security of communications transmitted over the Company's facilities;
 - E.** changes in any of the facilities, operations or procedures of the Customer that render any equipment, facilities or service provided by the Company obsolete or require modification or alteration of such equipment, facilities or service or otherwise affect its use or performance;

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.5 Limitations (continued)****2.5.4** The foregoing limitations shall include, but are not limited to:

- F.** any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.
- G.** any representations made by the Company employees that do not comport or are inconsistent with the provisions herein;
- H.** any non completion of calls due to network busy conditions; and
- I.** any calls not actually attempted to be completed during any period that Service is unavailable.

The Company's entire liability for any claims, loss, damages or expenses from any cause whatsoever shall not exceed the sums actually paid to the Company by the Customer for the Service giving rise to the claim.

2.5.5 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the Customer is using service in violation of the law or the provisions of this Price List.

2.5.6 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that are provided by any Local Exchange Carrier.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.6 Indemnification**

Claims against the Company, its directors, officers, employees, representatives and agents who will be held harmless from any and all claims, demands, activities, suits, actions, losses, costs, damages, liabilities, expenses (including court costs, expenses and attorneys' fees) ("Claims") incurred by the Company that arise from or incident to any act, negligence or omission on the part of the Customer with respect to the Customer's duties hereunder or any conduct of the Customer or employee or representative of the Customer outside the scope of the Customer's Agreement with the Company and/or this Price List. The Company shall be indemnified and held harmless by the Customer as a result of:

- 2.6.1** Claims for libel, slander, defamation, invasion of privacy; infringement of copyright or patent; unauthorized use of any trademark, trade name, or service mark; unfair competition; interference with contract, proprietary or creative right; or any other injury to any person, property or entity arising from the material, data, information or content revealed to, or transmitted, processed, handled, or used by, Company under this Price List.
- 2.6.2** Claims for damage to an Authorized User's or third party's premises resulting from furnishing service by Company when the damage is not a result of the negligent or willful acts of Company.
- 2.6.3** Claims resulting from an act or omission of Customer or Authorized Users.
- 2.6.4** All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company
- 2.6.5** Where any claim arises out of the Company acting as a RespOrg or where the Company's Inbound Toll Free Service is not made available on the date committed, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or as provide with a number(s) Claims against the Company, its directors, officers, employees, representatives and agents who order, or as provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in a third party directory assistance data base or are included in an incorrect form, or Vertical Features are not obtained or obtained in error, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00. The Company shall not be liable at all for the use, misuse, or abuse of a Customer's inbound toll free service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's toll free number by mistake. Compensation for any injury the Customer may suffer due to the fault of others than the Company must be sought from such other parties. In the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.7 Validation of Credit**

2.7.1 The Company reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures. Credit shall be deemed established if:

- A.** The applicant demonstrates that he is a satisfactory credit risk by appropriate means including, but not limited to, the production of substantive references that may be quickly and inexpensively checked by the Company;
- B.** The applicant has been a Customer of the Company for a similar type of service within a period of twenty-four consecutive billings preceding the date of application and during the last twelve consecutive billings for that prior service has not had service discontinued for non-payment of bill or had more than one occasion in which a bill was not paid within the period prescribed by the reasonable regulations of the Company on file with the Commission; provided, that the average periodic bill for such previous service was equal to at least fifty per centum of that estimated for the new service; and provided further, that the credit of the applicant is unimpaired;
- C.** The applicant furnishes a satisfactory guarantor to secure payment of bills for the service requested in a specified amount not to exceed the amount of the cash deposit prescribed in Section 2.9 of this Price List.
- D.** The applicant makes a cash deposit to secure payment of bills for service prescribed in Section 2.9 of this Price List.
- E.** An applicant for service who previously has been a Customer of the Company and whose service has been discontinued by the Company during the last twelve (12) billings of the prior service because of nonpayment of bills, may be required to reestablish credit in accordance with Section 2.9.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.8 Payment Arrangements****2.8.1 Payment for Service**

The requirements listed below apply to all Customers of the Company.

- A.** The Customer is responsible for payment of all Services and facilities, including, calls or Service originated at the Customer's number(s), originated by use of calling cards or the Company assigned special billing numbers, and for all installation charges, special charges and surcharges, recurring monthly fees assessed by authorized regulatory agencies or third parties from whom the Company obtains facilities to provide the Services, and all excise, sales, use or similar taxes imposed by any local, state or federal government, including assessments for government-initiated social objectives.
- B.** The Customer shall not attempt to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, including, but not limited to, rearranging, tampering with, or making connections not authorized by the Company to any Service or component used to furnish Service, or using Toll Free Service with the intent of gaining access to a the Customer's outbound calling capabilities on an unauthorized basis.
- C.** The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their Authorization Codes, or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.
- D.** The Customer shall render payment in the amount of and on or before the date stated on the invoice. All service, installation, monthly recurring, and non-recurring charges are due and payable by the due date specified on the monthly invoice and shall be considered past due if payment is not received by the due date.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.8 Payment Arrangements, (continued)****2.8.1 Payment for Service, (continued)**

- E.** The Company's sole liability with respect to the Customer's overpayment, for whatever reason, is limited to a credit in the amount of the overpayment.
- F.** If the Customer pays via bank draft or credit card draft, the Customer's account will be drafted within 14 days after the conclusion of the billing cycle for the full amount due. In order to cancel a bank draft or credit card draft written notification must be received by the Company at least ten (10) business days prior to the conclusion of the Customer's current billing cycle. Upon receipt of notice to cancel a bank draft or credit card draft, the Customer permits the Company to make all credit inquiries necessary to make a determination regarding the extension of credit terms to the Customer and the Company reserves its right to require security deposits pursuant to Section 2.9.

2.8.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company including but limited to: use of service by Customer, Customer's agents and/or employees or servants or end users; collect calls accepted at Customer's number; Third Party calls billed to Customer's number; and/or calling card calls or a Company-assigned special billing number.

A. General

When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period. Recurring monthly subscriber service charges are billed in advance.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.8 Payment Arrangements, (continued)****2.8.2 Billing and Collection of Charges (continued)****B. Disputes**

Other than for Cancellation With Cause as described in Section 2.15, as a precedent to any claim or defense regarding deficient performance, nonpayment, incorrect billing, or any controversy or claim arising out of, connected with or relating to the AFS, the Customer must exhaust all administrative remedies available to them in addition to providing the Company at least sixty (60) days written notice via registered or certified mail to: DeltaCom, Inc. Customer Care, P. O. Box 1301 Arab, AL 35016 or by email with confirmed receipt by the Company, to CustomerResolution@deltacom.com; or by facsimile transmission, with confirmed receipt by the Company, to 256-264-9906 to allow the Company to resolve any Customer dispute.

The Customer shall notify the Company of any disputed items on an invoice within sixty (60) days of receipt of the first bill that contains the disputed item or the invoice will be deemed correct and binding on the Customer for all purposes. The Customer may notify the Company of disputed items by calling the Company's Customer Care Center at 800-239-3000 or in writing to DeltaCom, Inc. Customer Care Center, Attn: Customer Escalation Group, P. O. Box 1301, Arab, Alabama 35016; or by email with confirmed receipt by the Company to customerrequests@deltacom.com; or by facsimile transmission with confirmed receipt by the Company, to 877-264-2877. The Company may require the Customer to describe the dispute in writing. If the Customer accepts a credit to resolve disputed items, the disputed bill will be considered fully resolved. If the parties are unable to resolve any dispute and the Customer still wishes to pursue the matter, the Customer must follow the dispute resolution process as described in Section C.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.8 Payment Arrangements, (continued)****2.8.2 Billing and Collection of Charges (continued)****C. Arbitration**

Any dispute, controversy or claim arising out of, connected with or relating to the AFS, its performance or the breach thereof which cannot be settled by mutual agreement of the Parties shall be resolved by final and binding arbitration by a panel of one (1) arbitrator in accordance with and subject to R-11 (Appointment from National Roster) or, if proceeding under the Expedited Procedures, E-4 (Appointment and Qualifications of Arbitrator) of the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect with such arbitration to be conducted in Huntsville, Alabama. The Parties may, only by mutual written agreement, use an arbitrator not presented on the roster submitted by the AAA. Discovery as permitted by the Federal Rules of Civil Procedure then in effect will be allowed to the extent consistent with the purpose of the arbitration and as allowed by the arbitrators. The Federal Rules of Evidence will apply to any arbitration hearing. Judgment upon the award rendered in any arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an enforcement, as the law of the state having jurisdiction may require or allow. The fact that arbitration is or may be allowed will not impair the exercise of any termination rights under the AFS. The Parties agree that this arbitration provision has been included to rapidly and inexpensively resolve any disputes between them with respect to the AFS, and that this provision shall be grounds for dismissal of any court action commenced by either Party with respect to the AFS, other than (i) actions to compel a Party to comply with these dispute resolution procedures; (ii) actions specified in this provision; (iii) post-arbitration actions seeking to enforce an arbitration award; (iv) a dispute, controversy or claim relating to a breach or alleged breach on the part of either Party regarding confidential information; (v) a suit, action or proceeding to compel a Party to comply with its obligations to indemnify the other party pursuant to the AFS; or (vi) a suit, action or proceeding arising out of or related to any Party's intellectual property rights. The Parties shall keep confidential, and shall not disclose to any person, except as may be required by law, the existence of any controversy hereunder, the referral of any such controversy to arbitration or the status or resolution thereof. The procedures specified in this provision shall be the sole and exclusive procedures for the resolution of an arbitrable dispute; provided, however, that a Party, without prejudice to these procedures, may file a complaint or seek a temporary restraining order, preliminary injunction, or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Customer indemnifies Deltacom for any costs associated with Customer's violation of this Arbitration provision

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.8 Payment Arrangements, (continued)****2.8.2 Billing and Collection of Charges, (continued)****D. Late Payments**

If any portion of the payment is not received by the Company by the due date on the invoice, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

E. Account Detail Fee

All business Customers will be charged a monthly Account Detail Fee of \$5.95. The purpose of the Account Detail Fee is to recover costs associated with providing a paper invoice consisting of call detail for business Customers on a monthly basis. The Account Detail Fee will be waived if the Customer elects to obtain their call detail online in lieu of receiving paper copies of their call detail.

All business Customers shall continue to receive paper summary bill page and a remittance slip free of charge. If a Customer has both Local and Long Distance service with the Company, the monthly recurring fee, if not waived, will only apply once. Once a year as required by the Commission rules, the Customer, upon request, shall receive full call detail free of charge.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.8 Payment Arrangements, (continued)****2.8.2 Billing and Collection of Charges, (continued)****F. Duplicate Bills**

A Duplicate Bill Charge will be applied upon a Customer's request for a duplicate copy of the telephone bill. The Company will assess this charge based on an individual case basis (ICB). Requests for duplicate bills can be made either verbally or in writing.

G. Third Party Charges

Customer is responsible for any charges from third parties that arise when the Customer uses its phone number as a billing mechanism for third-party services (such as 900 or other information charges). Should the Customer request any third-party service, the Company will release the Customer's name and billing information to the third party so that it can bill the Customer directly for those services.

H. Other Charges

Customer is responsible for collect calls and any other charges that may be billed to the Customer after the Customer's Service end date.

In the event that the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.

I. Undisputed Delinquent Charges

In the event a subscriber accumulates undisputed delinquent charges, the Company reserves the right to not honor that subscriber's request for a change in Service until such undisputed charges are paid in full.

Effective: August 20, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.9 Deposits/Advance Payments**

- 2.9.1** Customers unable to establish or maintain their credit worthiness will be required to furnish a deposit or advance payment in an amount up to the maximum allowed by law for Service.
- 2.9.2** The Company reserves the right to periodically review the Customer's credit worthiness and credit terms.
- 2.9.3** The Company also reserves the right to change credit terms and conditions based on the Customer's payment history and credit worthiness.
- 2.9.4** If no maximum deposit has been established by law, the Customer will be required to furnish a deposit or advance payment in an amount based upon two (2) month's estimated usage.
- 2.9.5** The Company will pay interest on such deposit or advance payment at the rate established by law.

2.10 Service Changes

If the Customer requests to move the location to which the Company provides Service and/or requests changes to an existing Service provided by the Company, the Company will provide Service to the new location and/or accommodate the change in Service to the extent it is technically and economically feasible to do so, as determined in the sole discretion of the Company. To request a move of Service from an existing location to a new location, Customer must contact the Company's Customer Care at least 45 days prior to the move. In the event of a move of the location to which the Company provides Service, one or more of the following charges may apply:

- (1) Move Fee as delineated in Section 4;
- (2) any out of pocket costs incurred by the Company as a result of the termination of the Services(s) either as a result of a move or a change; and/or
- (3) any increase in rates allowed by applicable law.

In addition, the Company may require the Customer to sign a new Term Plan Agreement for Service in the new location.

If the Customer moves to a location and does not transfer the Company's Service(s) to such new location or relocates outside of the Company's service area the Discontinuance Charge, as described in Section 2.15.2, will apply.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.11 Interruption of Service**

- 2.11.1** The Customer shall notify the Company immediately in the event of any interruption in Service and shall assist the Company in restoring the Service. The Customer shall notify the Company immediately of its desire to receive a credit allowance for such interruption. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.11.2** No credit shall be allowed for interruptions that result from the Customer's fault or the Company's testing or regularly scheduled maintenance or for any reason that constitutes Force Majeure as defined in Section 2.18.
- 2.11.3** For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.11.4** No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.11.5** The Customer shall be credited for an interruption of two (2) hours or more at the rate of $1/720^{\text{th}}$ of the monthly charge for the facilities affected for each hour that the interruption continues.
- 2.11.6** This credit applies only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Service(s). This credit applies against future service only and shall not reduce the amount of any outstanding balance. All limitations of liability shall apply to the total of all credits issued.

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

"A" = Outage time in hours.

"B" = Total monthly fixed, non-usage sensitive charge for affected facility.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.12 Annual Usage Commitment**

Customers who enter into a term agreement must meet an Annual Usage Commitment. The Customer's Annual Usage is established by using the third (3rd) month's actual toll usage, excluding directory assistance, multiplied by twelve (12) months, and multiplying that result by 50%. By the end of the twelfth (12th) month of the Customer's Initial Term of Agreement, usage must be at or above the established Annual Usage Commitment. If the Customer's usage does not meet this requirement, in the thirteenth (13th) month, and at the end of the twelve (12) month period remaining in the Initial Term or Renewal Term as applicable, the Customer will be billed the difference between the actual usage level and the predetermined Annual Usage Commitment. The Annual Usage Commitment as described is used in the calculation of the Discontinuance Charge for early termination of an Initial Term or Renewal Term, as applicable.

2.13 Terms and Conditions

2.13.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one (1) month. Customers shall continue to be provided service until canceled by the Customer in writing sixty (60) days prior to the cancellation of service. Unless otherwise specified herein for the purpose of computing charges in this Price List, a month is considered to have thirty (30) days. All calculations of dates set forth in this Price List shall be based on calendar days, unless otherwise specified herein.

2.13.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.13 Terms and Conditions (continued)****2.13.3 Agreement for Service**

The initial term of service provided under an Agreement for Service (“AFS”) shall be set forth on such AFS. Upon expiration of the initial term, if one year or longer, the AFS shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one (1) year terms unless either party notifies the other of its intention to terminate the AFS at the end of the Initial term or Renewal term, as the case may be, which such notice shall be in writing and provided to the other party at least sixty (60) days prior to the expiration of the Initial term or the Renewal term, as the case may be. In the event of such notice, the AFS shall terminate upon the expiration of the initial term or renewal term, as the case may be. The Customer must follow the process as outlined in Section 2.15.9 when notifying the Company of its intent to terminate the AFS at the end of the initial term or renewal term, as the case may be. If the Customer terminates the AFS at the end of the initial term or renewal term, as the case may be, and elects to continue Service on a month-to-month basis, the Customer’s rates will revert to non-discounted rates

The Customer shall notify the Company in writing if the Customer contact person is changed. The Company reserves the right to reject any Customer termination request received from any person other than the designated Customer contact person.

2.14 RESERVED FOR FUTURE USE

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.15 Cancellation of Service

2.15.1 Cancellation of Service by the Customer

If the Customer terminates the AFS or any Service covered by the AFS for any reason, after execution by the Customer and before the expiration date of the Initial Term or Renewal Term, as applicable, even if prior to commencement of the Initial Term, the Customer shall incur a Discontinuance Charge as described in Section 2.15.2.

Notice for Cancellation of Service by the Customer must be provided in compliance with Section 2.15.9.

When a Customer requests a change in location of all or a part of the facilities covered by the AFS, or additions, rearrangements or modifications of existing service prior to completion of the work involved, the Customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.15 Cancellation of Service (continued)****2.15.2 Discontinuance Charge**

The Customer's rates and discounts, if any, are provided to the Customer in exchange for the Customer's commitment to obtain the Services for the agreed upon term of the Agreement for Service ("AFS"). If the Customer terminates the AFS or any Service covered by the AFS, for any reason other than Cause (as set forth in Section 2.15.6), after execution by the Customer and before the expiration date of the Initial Term or Renewal Term, as applicable, even if prior to commencement of the Initial Term, then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for:

- (1) the applicable Annual Usage Commitment amount remaining unpaid for the remainder of the Initial Term or Renewal Term; and
- (2) the product of (i) the monthly recurring charge for the terminated Services; multiplied by (ii) the number of months remaining in the Initial Term or Renewal Term, as applicable, following the termination date for such Services; multiplied by (iii) fifty percent (50%) unless otherwise specified in this Price List.

Because damages resulting from early termination are difficult to determine, the Discontinuance Charge is a reasonable approximation of such damage and shall be considered a liquidated damage and not a penalty.

In addition, the Discontinuance Charge shall apply if the Customer moves to a location and does not transfer the Company's Service(s) to such new location or relocates outside of the Company's service area.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.15 Cancellation of Service (continued)****2.15.3 Costs Associated with Cancellation of Service by the Customer**

The Company may at its sole discretion, in addition to any other remedy available at law or in equity, recover the costs both internal and external, it incurred to implement and discontinue the Services, including, without limitation, the following: (i) the costs incurred by the Company in installing and servicing the Customer's account, including any waived installation charges; (ii) the cost of any Incentive(s); (iii) any miscellaneous charges incurred for dedicated access, including but not limited to engineering fees, expedite fees, carrier and local exchange service order fees, change order charges, miscellaneous configuration charges.

Incentive(s) include but are not limited to free or discounted Services under a term discount, waiver of any fees (i.e., installation charges, loop charges), waived rental or other charges for the use of equipment, etc. The amount of the Incentive(s) shall be calculated as the difference between the fees paid by the Customer and the fees the Customer would have incurred without the Incentive(s). Likewise, the Customer shall pay the then current purchase price for any equipment received under an Incentive (i.e., data CPE: multiplexers, CSU/DSU, routers, etc.) if the Company is unable to retrieve the equipment from the Customer's premises.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.15 Cancellation of Service, (continued)**

2.15.4 Waiver of Discontinuance Charge. To qualify for a waiver of the Discontinuance Charge, the Customer must request and specify, prior to service installation, under which of the following circumstances the waiver would be sought:

- (1) When a Customer, whether single or multi-location, closes its entire business and all business locations and cancels service;
- (2) When a Customer files for insolvency and liquidation and cancels service. If a Customer maintains the Company's service(s) under other versions, such as Chapter 11 reorganization or Chapter 13, the Customer will not qualify for this waiver;
- (3) When a Customer with multiple locations closes a location due to economic conditions;
- (4) When a Customer with multiple locations closes a location due to a physical move and the Company is unable to provide 100% of the service at the new location as was utilized at the location;
- (5) When the Customer is being acquired and ownership is changing. In this instance, the Customer will receive a Waiver of Discontinuance Charge except in the event the AFS is assigned to Customer's acquirer or new ownership.

The Customer must notify the Company in writing a minimum of sixty (60) days in advance of disconnection or termination of service under any of the above conditions. This waiver is not applicable to, and Customer will continue to be responsible for, any previously waived installation charges. Customer notice will be as described in Section 2.15.9.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.15 Cancellation of Service, (continued)****2.15.5 Cancellation by the Customer with Cause**

If Customer is not satisfied with any service provided by the Company, Customer shall provide written notice specifying the performance deficiency in the Service and allow the Company twenty (20) business days from the Company's receipt of notice ("Notice Period") to bring the deficient performance to customarily acceptable industry performance standards ("Cure"), or if not capable of Cure within such notice period, make reasonable progress toward such Cure during the Notice Period. The written notice must cite this provision and reasonably detail the deficient performance.

Should the Customer and the Company agree in writing that the Company failed to provide a Cure or make progress toward such Cure within the Notice Period, the Company will terminate the applicable Service(s) upon request of the Customer.

If the Customer is receiving multiple types of Services, or receiving Services at multiple locations, the Customer's right to terminate Service(s) as set forth in this section shall be limited to termination of the affected Service(s) only or at the affected location(s) only.

The Customer is responsible for payment of all charges for service furnished through the cancellation date specified by the Customer or until the date written cancellation notice is received, whichever is later. The Customer must provide thirty (30) days written notice of cancellation prior to the termination becoming effective.

All written Notices under this section must be submitted by mail, registered, or certified mail, return receipt requested to DeltaCom, Inc. Customer Care Center, Attn: Disconnect Processing Team, P.O. Box 1301 Arab, AL 35016; or by email with confirmed receipt by the Company, to disconnect@deltacom.com; or by facsimile transmission, with confirmed receipt by the Company, to 1-800-488-1386 and received by the Company thirty (30) days prior to the discontinuance becoming effective.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.15 Cancellation of Service, (continued)****2.15.6 Cancellation by the Company**

- A. Notice.** Upon five (5) days written notice, the Company may refuse, terminate, discontinue or limit the use of Service (either temporarily or permanently) to the Customer or withhold the provision of ordered or contracted Service, without liability:
1. if any regulated balance is past due;
 2. if the Customer exceeds its credit limit and does not cure within the applicable notice period referenced above in this section after receipt of such notice, which such notice may be by phone, mail, fax or e-mail;
 3. when necessitated by conditions beyond the Company's control;
 4. for violation of any of the provisions contained in this Price List and/or the Customer's Agreement for Service with the Company, including the Terms and Conditions;
 5. for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Service;
 6. by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing the Service;
 7. for use of obscene, profane or grossly abusive language over or by means of the Company's facilities, or failure, upon reasonably notice, to cease and refrain from such practice.
 8. failure of a subscriber to make suitable deposit as required by Section 2.9 of this Price List.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.15 Cancellation of Service, (continued)****2.15.7 Cancellation by the Company (continued)**

- B. Without Notice.** In addition, the Company may immediately and without notice terminate and/or block Services without incurring liability for the following reasons:
1. fraud or abuse committed by the Customer or a user of the Customer's Service, such as;
 - (a) use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment to the charge applicable for the service;
 - (b) obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, telecommunications service by rearranging, tampering with, or making connection with any facilities of the representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid payment, in whole or in part, of the regular charge for such service;
 - (c) use of facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
 2. if the Customer refuses to furnish information or furnishes false information essential for billing by the Company or for the Company's determination of the Customer's credit worthiness;
 3. the Customer indicates that the Customer will not comply with a request from the Company for security for the payment of Services;
 4. the Customer has received notice of cancellation from the Customer's local Service provider;

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.15 Cancellation of Service, (continued)****2.15.7 Cancellation by the Company, (continued.)****B. Without Notice. (continued)**

5. the Customer's usage exceeds parameters based on historical usage by the Customer;
6. abandonment of the Service;
7. if service is used in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the service of others; or,
8. when the Company deems it necessary to take action to prevent unlawful use of its Service(s) such as blocking traffic to certain countries, or by blocking calls using certain Customer Authorization Codes or from or to certain NPA-NXX's.

In the event the Company permanently terminates Service to the Customer under this section, any agreement between the Customer and the Company, including Terms and Conditions, shall terminate. The Customer shall be liable for all liquidated damages as set forth in Section 2.15.2 for all Services terminated under this Section.

- C. If the Company, due to nonpayment, temporarily suspends service and payment is not received within ten (10) days following suspension, the Company reserves the right to discontinue service without further notice. At its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for violation of the provisions of this Price List. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account(s) shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account. Service disconnected by the Company and later re-installed will be subject to all applicable installation charges and the Customer may be required to pay such charges prior to reinstallation of service.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.15 Cancellation of Service, (continued)****2.15.8 Final Invoice**

Upon termination, the Company shall forward a final invoice to the Customer, which such invoice will include, without limitation, all charges (including, without limitation, recurring charges) incurred up to the effective termination date and all applicable liquidated damages.

2.15.9 Company Contact Information for Cancellation of Service

The Customer must use the following information/addresses for all cancellation and disconnect requests:

- A. US Mail (registered, certified or return receipt requested) – DeltaCom, Inc., Customer Care Center, Attn: Disconnect Processing Team, P. O. Box 1301, Arab, Alabama 35016
- B. Email, with confirmed receipt by the Company – disconnect@deltacom.com
- C. Facsimile, with confirmed receipt by the Company – 800-488-1386
- D. Such request shall include all of the following that apply:
 - 1. an itemized list of the Service(s) that Customer wishes to disconnect;
 - 2. the Customer's account number;
 - 3. affected circuit ID's;
 - 4. affected telephone numbers; and,
 - 5. the Customer contact information (i.e., name, address, telephone number, fax number, and email address).

If requested by Company, the Customer must be able to provide confirmation that one of the above methods was used in providing a disconnection/cancellation notice to the Company.

All notices of disconnect must be received by the Company sixty (60) days, unless otherwise specified in this Price List, prior to the discontinuance becoming effective.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.16 Specific Regulations for Toll Free Services**

2.16.1 The Company reserves the right to require an applicant for Toll Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.

A. Toll Free Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of service without injurious effects upon it or any service rendered by the Company. The Company may terminate or refuse to furnish Toll Free Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.

B. The Customer must obtain an adequate number of access lines for Toll Free Service to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (a) total call volume; (b) average call duration; (c) time-of-day characteristics; and (d) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish Delta Inbound Toll Free Service to any Customer that fails to comply with these conditions.

2.16.2 Use of number(s): Each Toll Free Service telephone number must be placed in actual and substantial use by the Customer.

2.16.3 “Substantial use” shall mean a pattern of use that demonstrates an intent on the Customer’s part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least thirty (30) average monthly minutes of use or more. Any toll free telephone number associated with Toll Free Service that has not been placed in actual and substantial use during the first thirty (30) day period after service activation may be re-designated as a spare number in the SMS Toll Free database by the Company upon written notice to the Customer.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.16 Specific Regulations for Toll Free Services (continued)**

2.16.3 If the Customer requests assignment of a specific Toll Free Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than thirty (30) days and shall be subject to a reservation fee which will be credited to the Customer's unpaid balance after the Toll Free Service has been in actual and substantial use for a consecutive thirty (30) day period.

Nothing in this section, or in any other provision of this Price List, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved toll free telephone numbers hereunder or Customers who subscribe to and use Toll Free Service or their transferee or assigns, any ownership interest or proprietary right in any particular toll free number; however, upon placing a number actually and substantially in use, as defined above, Toll Free Service Customers do have a controlling interest in this toll free number(s). Toll Free Service Customers may retain the use of their toll free number assignments, even following changes in their toll free carrier and/or RespOrg.

2.16.4 If a Customer places an order for the Company to carry Customer's already existing toll free service, the Customer shall provide to the Company the contact names, telephone number and address of the Customer's Responsible Organization (RespOrg). Upon subscription to the Company's Toll Free Service, the Customer may execute a Letter of Authorization to transfer RespOrg responsibility of its toll free number(s) to the Company RespOrg. If the Customer elects to retain a non-Company RespOrg, the Customer must notify the Company of any changes in the Customer's RespOrg, in writing, within forty-eight (48) hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous RespOrg or toll free service carrier. The Company assumes no responsibility or liability with respect to any obligations of the Customer to such previous service providers existing at the time of transfer to the Company.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.16 Specific Regulations for Inbound Toll Free Services (continued)**

- 2.16.5** It is the Customer's responsibility to provide answer supervision back to the Company's point of connection even when the Company's Toll Free Service is connected to switching equipment or a customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon answer of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- 2.16.6** Subject to execution of a RespOrg Service Agreement between the Company, and the Customer, the Company RespOrg will perform the function of RespOrg for all Company Toll Free Service orders unless the Customer requests another RespOrg. The Company RespOrg functions include: (a) search for and reservation of toll free numbers in the SMS/Toll Free database; (b) creating and maintaining the toll free number Customer record in the SMS/Toll Free database; and (c) provision of a single point of contact for trouble reporting.
- A.** Where the Company serves as the RespOrg for a Customer who subscribes to the Company's Toll Free Service Customer, the Company will, at the Customer's request, subscribe to Toll Free Directory Listing for the toll free number(s) assigned to the Customer. A charge for Toll Free Directory Listings will apply as set forth in Section 4 of this Price List. In the event that a Customer transfers its toll free service to another RespOrg, the Company shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Toll Free Directory Listing Service is maintained through the new RespOrg. The Customer is responsible for payment of any outstanding Toll Free Directory Listing charges, including any unexpired portion of any minimum period applicable to such service, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Toll Free Directory Listing responsibility.
- B.** Where the Company serves as the RespOrg for a Customer who subscribes to the Company's Toll Free Service Customer, it will at the Customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a Toll Free Service Customer uses Vertical Features obtained by the Company from Local Exchange Company tariffs, the Customer shall reimburse the Company for all such charges imposed by a Local Exchange Company. These charges may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.16 Specific Regulations for Inbound Toll Free Services (continued)****2.16.6 (continued)**

- C. In the event that a Customer cancels its Company Toll Free Service, the Customer may elect to retain the Company as its RespOrg. Where the Company serves as RespOrg for a non-Company Toll Free Service Customer, a charge for RespOrg service will apply as set forth in Section 4 of this Price List.
- D. In the event that a Customer cancels its RespOrg or Toll Free Service with the Company, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any service obtained by or on behalf of the Customer by the Company.

2.17 Restoration of Service

2.17.1 Service suspended by the Company and later restored, will be subject to a \$50.00 reconnection fee. Service disconnected by the Company and later re-installed, will be subject to all applicable installation charges, and the Customer will pay such charges prior to re-installation of service.

2.17.2 The use and restoration of certain telecommunications services in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.18 Force Majeure

The Company's performance hereunder shall be excused in the event of any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes, national emergencies, insurrections, riots, wars, or other civil commotions, strikes, lockouts, work stoppages or other labor difficulties, criminal actions taken against the Company, cable cuts, unavailability, failure, interruption or capacity limitations of telecommunications facilities or transmission links (digital or analog) and any law, order, regulation or other action of any governing authority or agency thereof.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.19 Disconnection of Existing Service(s) and Vendor Change(s)**

2.19.1 The Customer is responsible for disconnection of services with the Customer's existing telecommunications provider. The Company is not responsible for any fees or other charges assessed against the Customer by the Customer's existing provider for termination of service obtained from such provider or the Customer's failure to terminate services with such provider. In addition, the Customer is responsible for all charges assessed by the Customer's phone system vendor and other third parties incurred in connection with the installation or alteration of the Company Services.

2.19.2 Customer is responsible for the payment of all charges for the services provided by the Customer's phone system and other vendors, even if the Customer's AFS shows that installation charges are waived.

2.20 Assignments

The Company directly controls all facilities provided under this Price List. The Customer may not transfer or assign the Customer's Agreement with the Company, including the Terms and Conditions, or use of any of the Services (including resale and subtending of Internet service) without the written consent of the Company, which such consent shall be at the sole and absolute discretion of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. All regulations and conditions contained in this Price List shall be binding on the Customer and his/her respective personal and legal representatives, successors and permitted assigns.

2.21 Special Service

Labor and expenditures required by Customer to provide service outside the scope of normal services. This class of service includes, without limitation, services whereby Company is required to incur unusual costs for engineering, purchases, labor or other related costs to provide the Customer-requested service.

2.22 Modification

Company reserves the right to modify its rates and service policies at any time, subject to compliance with applicable notification requirements.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.23 Individual Case Basis (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an ICB arrangement in response to requests by Customers to the Company. Service offered under this Price List provision will be provided to the Customer pursuant to contract and subject to the Commission's rules and regulations. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Price List. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

2.24 Designation of Company Contact

The Customer is required to designate a contact person to the Company who is empowered to transact all correspondence with the Company regarding the Customer's account. Specifically, the Customer Contact will be responsible for corresponding with the Company on all moves, adds, changes, disputes and cancellation requests. The Company will neither accept nor be bound by any request not submitted by the specified Company Contact. Any change by the Customer pertaining to the Company Contact must be provided to the Company in either written or verbal format.

2.25 Discounts

The Company in its sole discretion may determine the method for calculating any discount(s) or incentive(s) applicable to the Customer's account.

2.26 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal and county utilities tax) are listed as separate line items, are not included in the quoted rates, and are the responsibility of the Customer. The Customer is also responsible for the payment of any use, excise, access, franchise and license fees or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services. Any taxes imposed by a local jurisdiction will only be recovered from those Customers located in the affected jurisdiction. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Effective: May 15, 2009

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.27 Payphone Surcharge**

In order to recover the Company's expenses to comply with the FCC's payphone compensation plan (FCC 97-271) and amended by Report and Order (FCC 04-182), a non-discountable per call charge of \$0.60 is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services.

2.28 Carrier Cost Recovery Fee

The Company will assess a Carrier Cost Recovery Fee to residential and business Customers in order to recover certain costs associated with access charges, expenses associated with regulatory proceedings and compliance, and billing expense.

A Carrier Cost Recovery Fee of \$0.40 per Automatic Number Identification (ANI) per month will be assessed in full for any portion of a billing period in which a Customer has month service charges on an invoice.

2.29 Returned Check Charge

A service charge will be assessed in accordance with law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

A fee of \$20.00 will be charged for returned checks.

2.30 Special Bill Handling Fee

A \$25.00 special bill handling fee, plus the cost of labor and materials in excess thereof, will apply to Customers who request special bill handling outside of the included monthly remittance available today.

2.31 Regulatory Charges

The Company may adjust its rates and charges or impose additional rates or charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to contribute to regulatory programs. Examples of such programs include, but are not limited to, Telecommunications Relay Service, E911, Universal Service Fund, and subscriber line charges.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE

3.1 General

3.1.2 Timing of Calls

Unless otherwise specified for a particular service, charges for service will be based on the number of minutes of Service used by Customer, time of day at which the Service is used, and the distance between the origination and termination points of the call.

For the purpose of computing charges, a call begins at the time that the hardware or software answer supervision indicates that the call has been answered at the distant end, and terminates when you hang up. Applicable usage charges apply for all calls that are answered regardless of the length of the calls. In addition, applicable usage charges apply whenever the calling party does not hang up at least sixty (60) seconds after completion of dialing regardless of whether the call has been answered.

Unless otherwise specified for a particular service, (a) the minimum charge for any call is the applicable rate for one minute; and (b) calls will be billed in one-minute increments, with any fractional portion of a minute rounded up to the next full minute. The initial and each additional billing increment is specified for each service described in Section 3.

For the computation of charges, the duration of each call is measured and rounded up to the applicable billing increment, then multiplied by the applicable rate and if the computed charge for any individual call results in a fraction of a cent, the fraction is then rounded up to the next whole cent on a per call basis. For example, a service may provide that each call will be charged a minimum of eighteen (18) seconds and thereafter timed in six (6) second increments; therefore, under this example, a ten (10) second call will be rounded up to eighteen (18) seconds (0.3 minutes), and a forty-four (44) second call will be rounded up to forty-eight (48) seconds (0.8 minutes). If, after multiplying the billing increment by the applicable rate, the computed charge for an individual call results in a fraction of a cent, the fraction is rounded up to the next whole cent (for example, \$1.523 would round up to \$1.53). Once the charge for each call is computed as described above, the calls are summed on the Customer's invoice.

Calls will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.1 General (continued)****3.1.3 Calculation of Distance**

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

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by BellCore (Bell Communications Research) and on file with the FCC in AT&T Tariff FCC No.10, in the following manner:

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

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

3.1.3 Calculation of Distance (continued)

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and the "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:

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

Issued under authority of Special Permission No. 96-664, granted August 19, 1996.

3.1.4 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 99% during peak use periods for all services.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.2 Aspect Option D**

Aspect Option D is intended only for new Customers. However, a current Customer may convert their current service to Aspect Option D if one of the following conditions applies:

- If the Customer chooses to convert their service within the initial 90 days of their current term, if the Customer agrees to enter into a new term agreement, equal to or of greater length than, their present term agreement;
- If the Customer's present term is within six (6) months of expiration;
- If the Customer has not entered into a term agreement; or
- If the Customer is adding multiple locations and/or new products that will result in an increase in the existing account by 50% or more, and the Customer enters into a new term of equal or greater length than their present term.

Conversions will occur only at the Customer's bill cycle.

All Aspect Option D calls are rated based on flat rates and duration of the call. Calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. Service rates are the same for inbound and outbound calls, but may be different for switched or dedicated access. Term discounts are available to Customers who choose to enter into a term agreement for a period of 1, 2, or 3 years. Discounts available to the Customer for the term periods listed are 5%, 7%, and 10%, respectively, of their total monthly usage.

There is no minimum usage requirement for Customers who do not enter into a term agreement. Should the Customer choose to enter into a term agreement, an "Annual Usage Commitment", as described in Section 2.12, will apply. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term.

Monthly recurring charges apply for each toll free number and installation charges apply for dedicated access services. Data circuits require a minimum 1 year term agreement. A surcharge applies for calling card calls.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.3 Delta Private Line Service**

This service is offered when, in the judgment of the company, adequate and appropriate facilities are available and consists of provision of an interstate dedicated access channel suitable for analog voice or digital data communications between and/or among the Company's point of presence (POP). Charges include an installation charge and a monthly recurring charge based on the airline distance between the points of presence.

The Company may also provide to the subscriber, when interstate services are provided as stated above, and incidental to the provision of those services, access channels between the subscriber's premises and any other point not served by a Company point of presence at rates identical to the rates of the exchange carrier or carriers providing the service. Access will be provided to the subscriber on this same reimbursement rate basis for the channels connecting the subscriber premises to the Company point of presence on both the originating and terminating ends.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.4 Operator Service**

Operator Service is provided on a per call service charge basis. In addition to the per call service charge, applicable usage rates apply. This operator service is available on a 24 hour per day, seven day per week basis, on calls originated from exchanges served by the Company.

The Customer may select from the special call handling and billing arrangements specified below. Calls rates and charges and applicable service charges will be assessed to the call originator, the called party's telephone number or a third party's telephone number, based upon the call type (i.e., operator dialed, collect, third number billed, or credit card billed) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable.

- a) Station to Station
- b) Person to Person
- c) Third Number Billed
- d) Credit Card Billed
 - automated
 - operator assisted

Operator Services are accessed through dialing arrangements as specified below:

- 1) In "Feature Group D" equal access exchanges where the Customer has chosen the Company as its primary interexchange carrier, the Customer dials "00" to access the Company's Operator Service.
- 2) In Exchange areas where non-equal access facilities are provided, the Customer may access the Company's Operator Service by dialing a 1-800 number plus the digit "0".
- 3) In instance where the Customer accesses the Company's network via dedicated facilities, Operator Service may be accessed by dialing "0" over the dedicated line.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.5 Directory Assistance**

Directory Assistance provides the calling party with the ability to obtain name, address and/or telephone number for a listed telephone subscriber. Directory Assistance is reached by dialing 1 + area code + 555-1212. Up to two subscriber listings, within the area code dialed may be obtained on each call to Directory Assistance. A Directory Assistance charge will be applicable for each Directory Assistance call whether or not the subscriber information was available (e.g., when requested telephone number is unlisted, non-published or no record can be found).

A credit will be given for calls to Directory Assistance when:

- the Customer is unable to use a telephone directory because of visual or physical handicap; however, must be for personal use and billed to the handicapped Customer's residential telephone number,
- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or
- the Customer inadvertently misdials (e.g. the caller dialed 1-205-555-1212 when they intended to dial 1-202-555-1212).

Customers may receive credit by notifying the Company's business office.

3.5.1 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is an optional service available for business and residential Customers accessing the Company's Directory Assistance Service. Directory Assistance Customers may choose to have the Company Directory Assistance Operator complete the call to the telephone number requested without requiring the Customer to redial the number. A Directory Assistance Call Completion Surcharge will apply whether or not the call is answered by the called party or the calling party receives a busy signal. These charges are in addition to the Directory Assistance charge for determining the telephone number requested by the Customer and in addition to any applicable Operator Service charges associated with placing the call.

This service is available where facilities permit and may not be available to all Customers.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)

3.6 Inbound Toll Free Service Features

The following features may be obtained as an enhancement to an Inbound Toll Free Service described within this Price List. The rates for the following features shall be in addition to the subscriber's rates for Inbound Toll Free Service.

3.6.1 Directory Listing

This service permits an inbound toll free subscriber's 1-800-XXX-XXXX number to be placed into a third party database and made available to the general public upon request.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.7 Enhanced Toll Free Service Features**

The following features may be obtained as an enhancement to Toll Free Services described within this Price List. The rates for the following features shall be in lieu of the subscriber's rates for toll free service.

3.7.1 Enhanced Toll Free Routing Package

Enhanced Toll Free Package provides customers with the following features, as described below: Time of Day Routing, Holiday Routing, Point of Origination Routing, Toll Free Blocking and Percent Allocation. These features can be used if the Customer subscribes to the Enhanced Toll Free Routing Package, or purchased a la carte, as defined below. The monthly recurring, and installation charges apply per toll free number, regardless of the number of features ordered. Change charges apply for each subsequent change request in routing.

A. Time of Day Routing

This feature permits the toll free subscriber to arrange for calls to a single toll free service number to be routed to different locations based on a Customer-defined time of day. The number of time of day routing schedules are subject to the Company's capacity to process and store routing schedules. The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

B. Day of Week Routing

This feature permits the toll free subscriber to arrange for calls to a single toll free number to be routed to different locations based on the particular day of the week. The subscriber can establish a different routing arrangement for each day of the week, with a maximum of seven unique routing schemes. The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.7 Enhanced Toll Free Service Features (continued)****3.7.1 Enhanced Toll Free Routing Package (continued)****C. Holiday Routing**

This feature permits the toll free subscriber to arrange for calls to a single toll free number to be routed to different location based on a holiday schedule or a particular day of the year. The subscriber can establish holiday routing using a Company pre-determined listing of federal or business holidays. The subscriber is allowed three day of year entries. The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

D. Point of Origination Routing

This feature permits the toll free subscriber to arrange for calls to a single toll free number to be routed to different location based on the origination of the caller. The subscriber can establish point of origination routing using a Company most commonly used serving area index, or by identifying specific area codes (NPA) and exchanges (NXX). The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

E. Toll Free Blocking

This feature permits the toll free subscriber to arrange for calls to a single toll free number to be blocked based on the origination of the caller. The subscriber can establish toll free blocking using a Company most commonly used serving area index, or by identifying specific area codes (NPA) and exchanges (NXX). The monthly recurring, and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.7 Enhanced Toll Free Service Features (continued)****3.7.1 Enhanced Toll Free Routing Package (continued)****F. Percent Allocation**

This feature permits the toll free subscriber to arrange for calls to a single toll free number to route various percentages of calls to two or more locations. The subscriber must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The monthly recurring and installation charge apply per toll free number. Change charges apply for each subsequent change request in routing.

3.7.2 Toll Free with Call Completion

This feature permits the toll free subscriber to play pre-recorded audio messages to callers informing them of specific business conditions. The subscriber has four pre-recorded audio messages to choose from. The installation charge and monthly recurring charge applies to these pre-recorded messages. Customization of these audio messages (including foreign languages) will incur an additional Customized Announcement Creation installation charge.

3.7.3 Toll Free with Route Advance

This feature permits the dedicated toll free subscriber to control potential congestion of toll free calls by sending the overflow calls from one dedicated line to a switched line or from one dedicated line to another dedicated line, allowing for maximum completion of incoming toll free calls. The subscriber can route advance a call to a maximum of five alternate locations. Installation, monthly recurring and change charge apply.

3.7.4 Toll Free with DNIS Delivery

This feature permits a dedicated toll free subscriber with multiple toll free numbers terminating in the same location to identify the specific toll free number dialed by the calling party. Both installation and change charges apply. Change charges apply for subsequent changes in routing, after the initial service has been installed.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.7 Enhanced Toll Free Service Features (continued)****3.7.5 Toll Free with Real Time ANI Delivery**

Real time Automatic Number Identification (ANI) service is a dedicated toll free feature which identifies the calling party's telephone number to the Inbound Toll Free subscriber, provided the terminating subscriber's Inbound Toll Free equipment is appropriately equipped and compatible to receive ANI from the company. A per call delivered charge is assessed for Real Time ANI delivery. Change charges apply for each subsequent change to the initial service installation.

3.7.6 Toll Free with Menu-Prompted Routing

This feature permits the toll free subscriber to route calls based on the number dialed by the caller. Menu-Prompted Routing is a network-based voice response system that instructs the call to dial a key to be directed to the location of choice. The audio message that provided caller instructions are customizable. The subscriber can create up to three levels of voice response processing. Both installation and monthly recurring charges apply. Change charges apply for each subsequent change to the initial service installation.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.8 DeltaCom Business Connections**

DeltaCom Business Connections is available to Customers choosing one of the following options: (1) Business Connections Switched Option 1; (2) Business Connections Switched Option 2; (3) Business Connections Switched Option 3; (4) Business Connections Dedicated Option 4; (5) Business Connections Dedicated Option 5; (6) Business Connections Dedicated Option 6; and, (7) Business Connections Dedicated Option 7.

Charges for directory assistance, operator services, recurring monthly feature charges or dedicated access recurring charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level” as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 1 year term agreement.

3.8.1 DeltaCom Business Connections Switched Option 1

This product is designed for Customers whose monthly usage is less than \$400 at the time of signing a service term agreement. Business Connections Option 1 Switched Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 0%, 3% or 7%, respectively, off their total monthly usage.

3.8.2 DeltaCom Business Connections Switched Option 2

This product is designed for Customers whose monthly usage is between \$400 and \$1,499 at the time of signing a service term agreement. Business Connections Option 2 Switched Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 13%, 17% or 21%, respectively, off their total monthly usage.

Effective: May 15, 2009

SECTION 3 – DESCRIPTION OF SERVICE (CONTINUED)**3.8 DeltaCom Business Connections (continued)****3.8.3 DeltaCom Business Connections Switched Option 3**

This product is designed for Customers whose monthly usage is \$1,500 or more at the time of signing a service term agreement. Business Connections Option 3 Switched Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 19%, 22% or 28%, respectively, off their total monthly usage.

3.8.4 DeltaCom Business Connections Dedicated Option 4

This product is designed for Customers whose monthly usage is less than \$2,000 at the time of signing a service term agreement. Business Connections Dedicated Option 4 Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 12%, 16% or 20%, respectively, off their total monthly usage.

3.8.5 DeltaCom Business Connections Dedicated Option 5

This product is designed for customers whose monthly usage is between \$2,000 and \$4,999 at the time of signing a service term agreement. Business Connections Dedicated Option 5 customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the customer for the term periods listed are 28%, 31% or 34%, respectively, off their total monthly usage.

3.8.6 DeltaCom Business Connections Dedicated Option 6

This product is designed for Customers whose monthly usage is between \$5,000 and \$9,999 at the time of signing a service term agreement. Business Connections Dedicated Option 6 Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 30%, 33% or 38%, respectively, off their total monthly usage.

3.8.7 DeltaCom Business Connections Dedicated Option 7

This product is designed for Customers whose monthly usage is \$10,000 or more at the time of signing a service term agreement. Business Connections Dedicated Option 7 Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 32%, 36% or 40%, respectively, off their total monthly usage.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.9 EnterpriseLD**

EnterpriseLD is available in the following classes of service: (1) EnterpriseLD Switched Option 1; (2) EnterpriseLD Switched Option 2; (3) EnterpriseLD Dedicated Option 3; (4) EnterpriseLD Dedicated Option 4; and (5) EnterpriseLD Dedicated Option 5. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call.

Term plans are available for each class of service. Customers who enter into a term agreement must meet an "Annual Usage Commitment Level" as described in Section 2. If the Customer has entered into a term agreement and cancels service before the expiration of the term for any reason other than Cancellation for Cause as described in Section 2.15.6, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2. Notices of cancellation must be provided in accordance with Section 2.15.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 1 year term agreement.

3.9.1 EnterpriseLD Switched Option 1

This product is designed for Customers whose monthly usage is less than \$400 at the time of signing a service term agreement. Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 5%, 9% or 13%, respectively, off their total monthly usage.

3.9.2 EnterpriseLD Switched Option 2

This product is designed for Customers whose monthly usage is above \$400 at the time of signing a service term agreement. Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 10%, 13% or 19%, respectively, off their total monthly usage.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.9 EnterpriseLD (continued)****3.9.3 EnterpriseLD Dedicated Option 3**

This product is designed for Customers whose monthly usage is less than \$1,500 at the time of signing a service term agreement. EnterpriseLD Dedicated Option 3 Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 0%, 2% or 5%, respectively, off their total monthly usage.

3.9.4 EnterpriseLD Dedicated Option 4

This product is designed for Customers whose monthly usage is between \$1,500 and \$4,999 at the time of signing a service term agreement. EnterpriseLD Dedicated Option 4 Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 15%, 20% or 25%, respectively, off their total monthly usage.

3.9.5 EnterpriseLD Dedicated Option 5

This product is designed for Customers whose monthly usage is above \$5,000 at the time of signing a service term agreement. EnterpriseLD Dedicated Option 5 Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 21%, 25% or 28%, respectively, off their total monthly usage.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.10 HorizonLD**

HorizonLD is available in the following classes of service: (1) HorizonLD Switched Option 1; (2) HorizonLD Switched Option 2; (3) HorizonLD Dedicated Option 3; (4) HorizonLD Dedicated Option 4; and (5) HorizonLD Dedicated Option 5. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call.

Term plans are available for each class of service. Customers who enter into a term agreement must meet an "Annual Usage Commitment Level" as described in Section 2. If the Customer has entered into a term agreement and cancels service before the expiration of the term for any reason other than Cancellation for Cause as described in Section 2.15.6, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2. Notices of cancellation must be provided in accordance with Section 2.15.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 1 year term agreement.

3.10.1 HorizonLD Switched Option 1

This product is designed for Customers whose monthly usage is less than \$400 at the time of signing a service term agreement. Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 5%, 9% or 13%, respectively, off their total monthly usage.

3.10.2 HorizonLD Switched Option 2

This product is designed for Customers whose monthly usage is above \$400 at the time of signing a service term agreement. Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 10%, 13% or 19%, respectively, off their total monthly usage.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.10 HorizonLD (continued)****3.10.3 HorizonLD Dedicated Option 3**

This product is designed for Customers whose monthly usage is less than \$1,500 at the time of signing a service term agreement. Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 0%, 2% or 5%, respectively, off their total monthly usage.

3.10.4 HorizonLD Dedicated Option 4

This product is designed for Customers whose monthly usage is between \$1,500 and \$4,999 at the time of signing a service term agreement. Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 15%, 20% or 25%, respectively, off their total monthly usage.

3.10.5 HorizonLD Dedicated Option 5

This product is designed for Customers whose monthly usage is above \$5,000 at the time of signing a service term agreement. Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 21%, 25% or 28%, respectively, off their total monthly usage.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.11 T LD Plan**

T LD Plan is a business service available to new Customers who subscribe to the T-PAC, T-PAC Remote, Simpli-T, Simpli-T 3.0, Simpli-T PRI, Simpli-T Plus, Simpli-Business T family of services, Simpli-Business PRI, Simpli-Business PRI v.3, IVP, DVP and existing Customers who subscribe to the DUNE and Unity local products, found in the Company's applicable state local tariffs. T LD Plan rates are based on flat rates and duration of the call. Direct dialed domestic inbound/outbound long distance calls as well as calling card calls are timed in 6-second increments after the initial 18 seconds of the call. T-PAC, T-PAC Remote, Simpli-T, Simpli-T 3.0, Simpli-T PRI, Simpli-T Plus, Simpli-Business T family of services, Simpli-Business PRI, Simpli-Business PRI v.3, IVP, DVP and DUNE local Customers will receive 100 free long distance minutes per voice line or voice channel enabled and Unity local Customers will receive 2400 free long distance minutes (total, including intrastate, interstate, outbound and inbound minutes) per T-1, per account per month, aggregated across all T-1 active channels. Unused free minutes do not carry over to the next month. The applicable rates per minute, as set forth in the Rates Section of this Price List, do not apply to international, operator services, or directory assistance charges.

If at any time a T LD Plan Customer cancels local service with the Company, the Customer will be automatically converted to the Company's Business Connections long distance rates.

T LD Plan requires no term agreement. However, upon cancellation, the Customer will be responsible for payment of all accrued charges for usage to date. All Customer notices of discontinuance must be received by the Company sixty (60) days prior to the discontinuance becoming effective in accordance with Section 2.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.12 EZ LD Switched Long Distance**

EZ LD Switched Long Distance is a direct dialed outbound and inbound long distance service designed for Business Customers located in BellSouth ILEC territories whose monthly billed intrastate outbound and inbound usage is less than 60% of the Customer's total outbound and inbound long distance usage. The product is marketed to new Customers or current Customers who are adding stand alone long distance locations to their accounts and meet the above eligibility requirement. This product is not available for subscription by Customers on lines with local service provided by another Competitive Local Exchange Carrier (CLEC). Additionally, unless offered in conjunction with a promotional offering, this product is not available for subscription on lines with local service provided by the Company.

In the event Customer's intrastate outbound and inbound long distance usage rises above 60% of total outbound and inbound long distance usage during a monthly billing cycle, the Company reserves the right to offer the Customer an alternate long distance product or terminate service.

A monthly fee, dependent upon the Customer's commitment to a monthly long distance usage volume level as defined the Rates Section of this Price List, applies for this service. This fee is independent of the volume level commitments and is not included in the calculation used to reach the commitment amount. Although no term commitment is required, the Monthly Fee is waived for those Customers who sign a one-year term agreement. No additional discounts will be applied to the published rates.

The volume level commitment is based on total usage charges during a monthly billing period. Eligible usage includes Customer's outbound, inbound, international, calling card and directory assistance charges originating or terminating to telephone numbers utilizing BellSouth as the local service provider and established on one of the EZ LD Switched Long Distance options.

No other charges, including taxes and the monthly fee, if applicable, will be eligible in attaining the commitment. If the total monthly usage does not meet the minimum volume commitment level, the Customer will be billed an amount that will meet the minimum volume commitment level. The amount will appear as a separate line item on the Customer's bill and will be identified as "Volume Level Shortfall Amount." Taxes and surcharges apply to the Volume Level Shortfall Amount. Customers with multiple locations and/or multiple accounts in a group account will be evaluated on an individual account basis.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.12 EZ LD Switched Long Distance (continued)**

Discontinuance provisions apply as set forth in Section 2, except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers who sign a term agreement will be charged an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. This discontinuance penalty applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment. In addition, the Company will seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event Customer is unable to continue to meet the percentage usage requirements for this product and service is terminated by the Company, no discontinuance charges will be assessed. If a Customer chooses to transfer service to an alternate product and service is subsequently terminated, Discontinuance Charges will apply under the new product. All Customer notices of discontinuance must be received by the Company sixty (60) days prior to the discontinuance becoming effective.

Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Interstate and international service is offered only in conjunction with subscription to EZ LD Switched Long Distance intrastate service.

3.13 EZ LD Dedicated Long Distance

EZ LD Dedicated Long Distance is a direct dialed outbound and inbound long distance service designed for Business Customers whose monthly billed intrastate outbound and inbound usage is less than 60% of the Customer's total outbound and inbound long distance usage. The product is marketed to new Customers or current Customers who are adding stand alone long distance locations to their accounts in areas where the Company can deliver dedicated T-1 loops and meet the above eligibility requirement. Unless offered in conjunction with a promotional offering, this product is not available for subscription on lines with local service provided by the Company.

A minimum one-year term agreement is required for this service. In the event Customer's intrastate outbound and inbound long distance usage rises above 60% of total outbound and inbound long distance usage during a monthly billing cycle, the Company reserves the right to offer a Customer an alternate long distance product or terminate service.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.13 EZ LD Dedicated Long Distance (continued)**

The volume level commitment is based on total usage charges during a monthly billing period. Eligible usage includes Customer's outbound, inbound, international, calling card and directory assistance charges originating or terminating to telephone numbers established on the dedicated T-1 and subscribed to one of the Options listed in the Rates Section of this Price List. No other charges, including taxes, will be eligible in attaining the commitment. If the total monthly usage does not meet the minimum volume commitment level, the Customer will be billed an amount that will meet the minimum volume commitment level. The amount will appear as a separate line item on the Customer's bill and will be identified as "Volume Level Shortfall Amount." Taxes and surcharges apply to the Volume Level Shortfall Amount. Customers with multiple locations and/or multiple accounts in a group account will be evaluated on an individual account basis.

Discontinuance provisions apply as set forth in Section 2, except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers will be charged an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. This discontinuance penalty applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment. In addition, the Company will seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event Customer is unable to continue to meet the percentage usage requirements for this product and service is terminated by the Company, no discontinuance charges will be assessed. If the Customer chooses to transfer service to an alternate product and service is subsequently terminated, Discontinuance Charges will apply under the new product. All Customer notices of discontinuance must be received by the Company in accordance with Section 2.15.

Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Interstate and international service is offered only in conjunction with subscription to EZ LD Dedicated Long Distance intrastate service.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.14 SimpliVoice Unlimited Long Distance**

SimpliVoice Unlimited Long Distance is a direct dialed outbound and inbound long distance service offered only in conjunction with the SimpliVoice local bundled product. The SimpliVoice Unlimited Long Distance plan provides the Customer with unlimited minutes of long distance usage for a flat rate monthly charge (certain restrictions apply as outlined below). Unused minutes will not roll over to the next month. This service is not offered on an intraLATA only basis, and is not offered as a stand-alone service. All lines in a single account must have this product in order to realize the full benefits. A monthly fee per line, as defined the Rates Section of this Price List, applies for this service. No additional discounts will be applied to the published rates.

SimpliVoice Unlimited rates are based on flat rates and duration of the call. Domestic Inbound/Outbound long distance calls are timed in six (6) second increments after the initial thirty (30) seconds of the call. The rate per minute is not applicable to international, calling card, operator services, directory assistance charges, multi-part conference calls, calls to 900, 976, 700 numbers, calls to access information services, and toll free calling. Eligible unlimited usage includes Customer's domestic outbound, inter and intraLATA long distance calls. Inbound, international, calling card, Directory Assistance, and Operator Services are not eligible.

This service cannot be used to place calls to online services, Internet access, and broadcast facsimile services. This service cannot be used for call center or auto-dialer applications. This service shall not be used by businesses that aggregate end user traffic.

If the Company determines that the Customer's total long distance plan usage is excessive, the Customer may be subject to an additional rate per minute charge per month for which the usage was excessive. For the purpose of this plan, excessive usage is defined as total plan usage per account that exceeds ten (10) times the Company's average usage for all Customers subscribing to this same plan.

In the alternative, at the Company's sole discretion, the Customer may be required to change to another calling plan.

SimpliVoice Unlimited LD requires no term agreement. However, Customers who enter into a term agreement may incur a Discontinuance Charge, for early termination of an Initial Term or Renewal Term.

One monthly recurring fee will apply for subscription to both long distance and local service; however, the fee can be waived if the Customer subscribes to on-line billing through the Company's free eBillMaster billing service.

If a SimpliVoice Unlimited LD Customer cancels local service with the Company, at any time, they will be converted to EZ LD Switched long distance rates.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.15 SimpliVoice LD**

SimpliVoice LD is a direct dialed outbound and inbound long distance service offered only in conjunction with the SimpliVoice local product. This service is not offered on an intraLATA only basis, and is not offered as a stand-alone service. All lines in a single account must have this product in order to realize the full benefits.

SimpliVoice LD rates are based on flat rates and duration of the call. Domestic Inbound/Outbound long distance calls are timed in six (6) second increments after the initial thirty (30) seconds of the call. The rate per minute is not applicable to international, calling card, operator services, or directory assistance charges. All usage will be charged the plan rates per minute.

A monthly fee, dependent upon the Customer's commitment to a monthly long distance usage volume level as defined the Rates Section of this Price List, applies for this service. This fee is independent of the volume level commitments and is not included in the calculation used to reach the commitment amount. Although no term commitment is required, the Monthly Fee is waived for those Customers who sign a term agreement. No additional discounts will be applied to the published rates.

The volume level commitment is based on total usage charges during a monthly billing period. Eligible usage includes Customer's outbound, inbound, international, calling card, and directory assistance charges originating or terminating to telephone numbers established on SimpliVoice LD. No other charges, including taxes, will be eligible in attaining the commitment. If the total monthly usage does not meet the minimum volume commitment level, the Customer will be billed an amount that will meet the minimum volume commitment level. The amount will appear as a separate line item on the Customer's bill and will be identified as "Volume Level Shortfall Amount." Taxes and surcharges apply to the Volume Level Shortfall Amount. Customers with multiple locations and/or multiple accounts in a group account will be evaluated on an individual account basis.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.15 SimpliVoice LD (continued)**

Discontinuance provisions apply except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers who sign a term agreement will be charged an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. This discontinuance penalty applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment. In addition, the Company will seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event the Customer is unable to continue to meet the percentage usage requirements for this product and service are terminated by the Company, no discontinuance charges will be assessed. If the Customer chooses to transfer service to an alternate product and service is subsequently terminated, Discontinuance Charges will apply under the new product.

One monthly recurring fee will apply for subscription to both long distance and local service; however, the fee can be waived if the Customer subscribes to on-line billing through the Company's free eBillMaster billing service.

If a SimpliVoice LD Customer cancels local service with the Company, at any time, they will be converted to the Company's EZ LD Switched long distance rates.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.16 LD Rewards****3.16.1 LD Rewards Switched Long Distance**

LD Rewards Switched Long Distance is a direct dialed outbound long distance and toll free service designed for existing Business Customers who are re-termining their long distance services. Customers who commit to a minimum monthly volume level will receive rates as specified in Section 4. The volume level commitment is based on the Customer's total usage charges during a monthly billing period. Eligible usage includes Customer's outbound and toll free domestic calls.

Per minute intrastate and interstate rates are set forth in Section 4 of this Price List and apply exclusively to outbound and toll free domestic traffic. International, Directory Assistance and Operator Services calls are not eligible to receive the rates as specified in Section 4.

A minimum one-year term agreement is required for this service. No additional discounts will be applied to the rates as specified in Section 4.

No other charges, including taxes and the monthly fee, if applicable, will be eligible in attaining the commitment. If the total monthly usage does not meet the minimum volume commitment level, the Customer will be billed an amount that will meet the minimum volume commitment level. The amount will appear as a separate line item on the Customer's bill and will be identified as "Volume Level Shortfall Amount." Taxes and surcharges apply to the Volume Level Shortfall Amount. Customers with multiple locations and/or multiple accounts in a group account will be evaluated on an individual account basis.

Discontinuance provisions apply, except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers who sign a term agreement will be charged an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. This discontinuance penalty applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment. In addition, the Company will seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event Customer is unable to continue to meet the percentage usage requirements for this product and service is terminated by the Company, no discontinuance charges will be assessed. If the Customer chooses to transfer service to an alternate product and service is subsequently terminated, Discontinuance Charges will apply under the new product.

Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. International service is offered in conjunction with intrastate and interstate service.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.16 LD Rewards (continued)****3.16.2 LD Rewards Dedicated Long Distance**

LD Rewards Dedicated Long Distance is a direct dialed outbound long distance and toll free service designed for existing Business Customers located in BellSouth territories. This plan is available for existing dedicated LD and facilities based local T-1 Customers. This product cannot be applied to lines with local UNE-L, UNE-P, or resale service products from the Company. The product is marketed to current Customers who are re-termining their long distance services in areas where the Company can deliver dedicated T-1 loops. Customers who commit to a minimum monthly volume level will receive rates as specified in Section 4.

A minimum one-year term agreement is required for this service. No additional discounts will apply to the rates as specified in Section 4. Discounts on installation fees may be available to eligible Customers.

The volume level commitment is based on total usage charges during a monthly billing period. Eligible usage includes Customer's outbound and toll free domestic calls originating or terminating to telephone numbers established on the dedicated T-1 and subscribed to one of the Options listed in Section 4 of this Price List. No other charges, including taxes, will be eligible in attaining the commitment. If the total monthly usage does not meet the minimum volume commitment level, the Customer will be billed an amount that will meet the minimum volume commitment level. The amount will appear as a separate line item on the Customer's bill and will be identified as "Volume Level Shortfall Amount." Taxes and surcharges apply to the Volume Level Shortfall Amount. Customers with multiple locations and/or multiple accounts in a group account will be evaluated on an individual account basis.

Discontinuance provisions apply, except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers will be charged an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. This discontinuance penalty applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment. In addition, the Company will seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event Customer is unable to continue to meet the percentage usage requirements for this product and service is terminated by the Company, no discontinuance charges will be assessed. If the Customer chooses to transfer service to an alternate product and service is subsequently terminated, Discontinuance Charges will apply under the new product.

Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. International service is offered in conjunction with intrastate and interstate service.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.17 Business Reach**

Business Reach LD is a business service that is available to Customers who subscribe to the Business Reach or Business Allegiance Local product, as defined in the Company's Local Tariffs. Business Reach LD rates are based on flat rates and duration of the call. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. The rate per minute is not applicable to international, calling card, operator services or directory assistance charges. Business Reach local Customers will receive 200 free long distance minutes of outbound and inbound domestic long distance per voice line or voice channel enabled per T-1, per account per month, aggregated across all T-1 active channels. Unused free minutes do not carry over to the next month. Calling card, International, Directory Assistance, and Operator Services minutes do not qualify for free minutes. Customers who have multiple locations with the product cannot share the free minutes across all lines unless all locations are loaded in a single account. Additional minutes used will carry a separate charge per minute as set forth in Section 4 of this Price List.

As part of the base package, one toll free number is included. Additional toll free numbers are available and carry an additional charge.

If, at any time, a Business Reach Customer cancels local service with the Company, the Business Reach LD product will not be converted to a stand-alone Long Distance product and therefore must be cancelled as well.

Customers who enter into a term agreement may incur a Disconnect Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term.

Effective: May 15, 2009

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.18 VOLUME PLUS LD Switched Long Distance**

VOLUME PLUS LD Switched Long Distance is a direct dialed outbound and inbound long distance service designed for business Customers located in AT&T's ILEC territory in Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee whose monthly billed intrastate outbound and inbound usage is less than 60% of the Customer's total outbound and inbound long distance usage. This product will be offered to new Customers or current Customers who are adding stand-alone long distance locations to their existing service or replacing their existing long distance product with this product and meet the eligibility requirement described in this section of the tariff. VOLUME PLUS LD Switched Long Distance is available to Customers on facility-based lines with local service provided by the Company or who have selected AT&T as their local service provider.

In the event Customer's intrastate outbound and inbound long distance usage rises above 60% of the total outbound and inbound long distance usage during a monthly billing cycle, the Company reserves the right to offer the Customer an alternate long distance product or terminate service. If the Customer chooses to transfer service to an alternate long distance product, all terms, conditions and rates for the alternate product will apply.

Customers will be required to maintain a volume level commitment of \$7,500 during each billing period to qualify for VOLUME PLUS LD Switched Long Distance. The volume level commitment is based on total usage charges during a monthly billing period. Eligible usage includes the Customer's outbound, inbound, international, calling card and directory assistance charges originating or terminating to telephone numbers utilizing AT&T or the Company as the local service provider and established on the VOLUME PLUS LD Switched Long Distance option. No other charges, including taxes, will be eligible in attaining the volume level commitment. If the total monthly usage does not meet the minimum volume commitment level, the Customer will be billed an amount that will meet the minimum volume commitment level. The amount will appear as a separate line item on the Customer's bill and will be identified as "Volume Level Shortfall Amount." Taxes apply to the Volume Level Shortfall Amount. The Customer will not be assessed the minimum Volume Level Commitment on their first partial invoice. Customers with multiple locations and/or multiple accounts in a group account will be evaluated on an individual account basis.

Subscription to VOLUME PLUS LD Switched Long Distance does not require a term plan. However, Customers who sign a term agreement may incur a Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term, except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers will be billed an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. The Discontinuance Charge applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment.

Effective: October 26, 2010

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.18 VOLUME PLUS LD Switched Long Distance (continued)**

In addition, the Company may seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event the Customer is unable to continue to meet the percentage usage requirements for this product and service is terminated by the Company, no discontinuance charges will be assessed. If the Customer chooses to transfer service to an alternate product and service is subsequently terminated prior to the end of the term agreement, Discontinuance Charges will under the new product.

Customers must maintain an average call length of two (2) minutes across all of their inbound and outbound long distance usage in a single billing period. Should the Customer fail to meet the two (2) minute minimum call length average, a short duration call fee of \$0.01 per minute will be assessed. The short duration call fee will be assessed as a separate line item on the bill as the total minutes for that billing period multiplied by \$0.01.

Calls are billed in six (6) second increments following an initial billing period of six (6) seconds. Interstate and international service is offered in conjunction with intrastate service. The applicable rates per minute, as set forth in the Rates Section of this tariff, do not apply to International, Directory Assistance, and Operator Services minutes. These calls carry a separate rate. Directory Assistance and Operator Service rates are described in the Rates Section of this tariff. International rates are described in the Company's International Price Guide.

Effective: October 26, 2010

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.19 VOLUME PLUS LD Dedicated Long Distance**

VOLUME PLUS LD Dedicated Long Distance is a direct dialed outbound and inbound long distance service designed for business Customers whose monthly billed intrastate outbound and inbound usage is less than 60% of the Customer's total outbound and inbound long distance usage. This product will be offered to new Customers or current Customers who are adding stand alone long distance locations to their existing service or replacing their existing long distance product with this product in areas where the Company can deliver dedicated T-1 loops and meet the eligibility requirements as described in this section of the tariff.

PRI access is also available as an option to Customers subscribing to VOLUME PLUS LD Dedicated Long Distance. Each PRI has 23 "B" channels, and 1 "D" channel. PRI access will be provided to the Customer at the applicable rates set forth in the Rates section of this tariff.

A minimum one-year term agreement is required for this service. In the event the Customer's intrastate outbound and inbound long distance usage rises above 60% of total outbound and inbound long distance usage during a monthly billing cycle, the Company reserves the right to offer the Customer an alternate long distance product or terminate service. If the Customer chooses to transfer service to an alternate long distance product, all terms, conditions and rates for the alternate product will apply.

Non-recurring installation fees will be billed on a one-year term and may be waived with term agreements of a longer duration. No additional discounts are applicable for this product. The Customer will be responsible for the costs of the dedicated access loop necessary to provide VOLUME PLUS LD Dedicated Long Distance.

Customers will be required to maintain a volume level commitment of \$7,500 during each billing period to qualify for VOLUME PLUS LD Dedicated Long Distance. The volume level commitment is based on total usage charges during a monthly billing period. Eligible usage includes Customer's outbound, inbound, international, calling card and directory assistance charges originating or terminating to telephone numbers established on the dedicated T-1 and subscribed to Volume Plus LD in the Rates Section of this Tariff. No other charges, including taxes, will be eligible in attaining the commitment. If the total monthly usage does not meet the minimum volume commitment level, the Customer will be billed an amount that will meet the minimum volume commitment level. The amount will appear as a separate line item on the Customer's bill and will be identified as "Volume Level Shortfall Amount." Taxes apply to the Volume Level Shortfall Amount. Customers with multiple locations and/or multiple accounts in a group account will be evaluated on an individual account basis.

Discontinuance provisions may apply as set forth in Section 2, except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers will be charged an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. The Discontinuance Charge applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment.

Effective: October 26, 2010

SECTION 3 - DESCRIPTION OF SERVICE (CONTINUED)**3.19 VOLUME PLUS LD Dedicated Long Distance (continued)**

In addition, the Company may seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event the Customer is unable to continue to meet the percentage usage requirements for this product and service is terminated by the Company, no discontinuance charges will be assessed. If the Customer chooses to transfer service to an alternate product and service is subsequently terminated prior to the end of the term agreement, Discontinuance Charges will apply under the new product.

Customers must maintain an average call length of two (2) minutes across all of their long distance usage in a single billing period. Should the Customer fail to meet the two (2) minute minimum call length average, a short duration call fee of \$0.01 per minute will be assessed. The short duration call fee will be assessed as a separate line item on the bill as the total minutes for that billing period multiplied by \$0.01.

Calls are billed in six (6) second increments following an initial billing period of six (6) seconds. Interstate and international service is offered in conjunction with intrastate service. The applicable rates per minute, as set forth in the Rates section of this tariff, do not apply to International, Directory Assistance, and Operator Services minutes. These calls carry a separate rate. Directory Assistance and Operator Service rates are described in the Rates Section of this tariff. International rates are described in the Company's International Price Guide.

Effective: May 15, 2009

SECTION 4 – RATES**4.1 Aspect Option D****4.1.1 Rates**

| Inbound/Outbound Base Rate | Calling Card Base Rate |
|-----------------------------------|-------------------------------|
| 0.1675 | 0.2633 |

4.1.2 Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 5% | 7% | 10% |

4.1.3 Monthly Recurring Charge: \$3.00 per toll free number

4.1.4 Calling Card Surcharge: \$0.4620

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)**4.2 Delta Private Line Service****4.2.1 Charges between and/or among the Company's Points of Presence (POP)**

Monthly recurring and installation charge:

| SERVICE TYPE | MONTHLY RECURRING CHARGE PER MILE | INSTALLATION |
|-------------------------|------------------------------------------|---------------------|
| DS3 44.736 MBPS | ICB | ICB |
| DS1 1.544 MBPS | 12.00 | 250.00 |
| DSO 2.4 KBPS - 9.6 KBPS | 0.70 | 150.00 |
| DDS 9.6 KBPS 64 KBPS | 0.70 | 150.00 |

* Computation of airline mileage is described in Section 3.

4.2.2 Charges for Local Access - DS1

In addition to all other rates prescribed in 4.2.1, the subscriber shall reimburse the Company for all local channel charges imposed by a local exchange carrier for provision of the originating or terminating access channel and any other service or facility not provided by the Company.

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.2 Operator Services

The following rate tables reflect six possible options, labeled Option 1 through Option 6, which are available for the Customer to choose from for Operator Services. The Customer chooses which option rate table with accompanying surcharges is desired. All rate table options may have a property imposed fee added.

The following rate table reflects the Company's standard interstate rates. These rates reflect time-of-day discounts.

| OPTION 1 | | | | | | |
|----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|
| Mileage Range | DAY | | EVENING | | NIGHT/WEEKEND | |
| | First Minute | Add'l Minute | First Minute | Add'l Minute | First Minute | Add'l Minute |
| 1-10 | 0.32 | 0.27 | 0.25 | 0.20 | 0.22 | 0.17 |
| 11-22 | 0.34 | 0.29 | 0.26 | 0.21 | 0.23 | 0.18 |
| 23-55 | 0.38 | 0.33 | 0.27 | 0.22 | 0.24 | 0.19 |
| 56-124 | 0.38 | 0.33 | 0.27 | 0.22 | 0.24 | 0.19 |
| 125-292 | 0.39 | 0.34 | 0.27 | 0.22 | 0.24 | 0.19 |
| 293-430 | 0.39 | 0.34 | 0.28 | 0.23 | 0.25 | 0.20 |
| 431-925 | 0.39 | 0.34 | 0.29 | 0.24 | 0.25 | 0.20 |
| 926-1910 | 0.40 | 0.35 | 0.31 | 0.26 | 0.26 | 0.21 |
| 1911-3000 | 0.40 | 0.35 | 0.32 | 0.27 | 0.27 | 0.22 |
| 3001-4250 | 0.41 | 0.36 | 0.32 | 0.27 | 0.27 | 0.22 |
| 4251-9999 | 0.43 | 0.38 | 0.33 | 0.28 | 0.28 | 0.23 |

| TYPE OF CALL | SURCHARGE |
|---------------------------------------|------------------|
| Person-to-Person | 4.90 |
| Third Number Billed | 2.35 |
| Credit Card Billed, Automated | 0.80 |
| Credit Card Billed, Operator Assisted | 2.25 |
| Credit Card Billed, Major Credit Card | 2.25 |
| Collect | 2.25 |
| Sent Paid Non-Coin | 2.30 |

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.2 Operator Services (continued)

The following rate table reflects the Company’s standard interstate rates with no time-of-day discounts.

| OPTION 2 | | | | | | |
|----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|
| Mileage Range | DAY | | EVENING | | NIGHT/WEEKEND | |
| | First Minute | Add'l Minute | First Minute | Add'l Minute | First Minute | Add'l Minute |
| 1-10 | 0.32 | 0.27 | 0.32 | 0.27 | 0.32 | 0.27 |
| 11-22 | 0.34 | 0.29 | 0.34 | 0.29 | 0.34 | 0.29 |
| 23-55 | 0.38 | 0.33 | 0.38 | 0.33 | 0.38 | 0.33 |
| 56-124 | 0.38 | 0.33 | 0.38 | 0.33 | 0.38 | 0.33 |
| 125-292 | 0.39 | 0.34 | 0.39 | 0.34 | 0.39 | 0.34 |
| 293-430 | 0.39 | 0.34 | 0.39 | 0.34 | 0.39 | 0.34 |
| 431-925 | 0.39 | 0.34 | 0.39 | 0.34 | 0.39 | 0.34 |
| 926-1910 | 0.40 | 0.35 | 0.40 | 0.35 | 0.40 | 0.35 |
| 1911-3000 | 0.40 | 0.35 | 0.40 | 0.35 | 0.40 | 0.35 |
| 3001-4250 | 0.41 | 0.36 | 0.41 | 0.36 | 0.41 | 0.36 |
| 4251-9999 | 0.43 | 0.38 | 0.43 | 0.38 | 0.43 | 0.38 |

| TYPE OF CALL | SURCHARGE |
|---------------------------------------|------------------|
| Person-to-Person | 4.90 |
| Third Number Billed | 2.75 |
| Credit Card Billed, Automated | 1.30 |
| Credit Card Billed, Operator Assisted | 2.75 |
| Credit Card Billed, Major Credit Card | 2.75 |
| Collect | 2.50 |
| Sent Paid Non-Coin | 2.50 |

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.2 Operator Services (continued)

| OPTION 3 | | | | | | |
|----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|
| Mileage Range | DAY | | EVENING | | NIGHT/WEEKEND | |
| | First Minute | Add'l Minute | First Minute | Add'l Minute | First Minute | Add'l Minute |
| 1-10 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 11-22 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 23-55 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 56-124 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 125-292 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 293-430 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 431-925 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 |
| 926-1910 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 |
| 1911-3000 | 0.42 | 0.42 | 0.42 | 0.42 | 0.42 | 0.42 |
| 3001-4250 | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 |
| 4251-9999 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |

| TYPE OF CALL | SURCHARGE |
|---------------------------------------|------------------|
| Person-to-Person | 4.90 |
| Third Number Billed | 2.75 |
| Credit Card Billed, Automated | 1.30 |
| Credit Card Billed, Operator Assisted | 2.50 |
| Credit Card Billed, Major Credit Card | 2.50 |
| Collect | 2.50 |
| Sent Paid Non-Coin | 2.50 |

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.2 Operator Services (continued)

| OPTION 4 | | | | | | |
|----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|
| Mileage Range | DAY | | EVENING | | NIGHT/WEEKEND | |
| | First Minute | Add'l Minute | First Minute | Add'l Minute | First Minute | Add'l Minute |
| 1-10 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 11-22 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 23-55 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 56-124 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 125-292 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 293-430 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 431-925 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 |
| 926-1910 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 |
| 1911-3000 | 0.42 | 0.42 | 0.42 | 0.42 | 0.42 | 0.42 |
| 3001-4250 | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 |
| 4251-9999 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |

| TYPE OF CALL | SURCHARGE |
|---------------------------------------|------------------|
| Person-to-Person | 4.90 |
| Third Number Billed | 2.75 |
| Credit Card Billed, Automated | 1.55 |
| Credit Card Billed, Operator Assisted | 2.50 |
| Credit Card Billed, Major Credit Card | 2.75 |
| Collect | 2.50 |
| Sent Paid Non-Coin | 2.50 |

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.2 Operator Services (continued)

| OPTION 5 | | | | | | |
|----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|
| Mileage Range | DAY | | EVENING | | NIGHT/WEEKEND | |
| | First Minute | Add'l Minute | First Minute | Add'l Minute | First Minute | Add'l Minute |
| 1-10 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 11-22 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 23-55 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 56-124 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 125-292 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 293-430 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 | 0.35 |
| 431-925 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 |
| 926-1910 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 |
| 1911-3000 | 0.42 | 0.42 | 0.42 | 0.42 | 0.42 | 0.42 |
| 3001-4250 | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 |
| 4251-9999 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |

| TYPE OF CALL | SURCHARGE |
|---------------------------------------|------------------|
| Person-to-Person | 4.90 |
| Third Number Billed | 2.75 |
| Credit Card Billed, Automated | 1.75 |
| Credit Card Billed, Operator Assisted | 2.50 |
| Credit Card Billed, Major Credit Card | 2.75 |
| Collect | 2.50 |
| Sent Paid Non-Coin | 2.50 |

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.2 Operator Services (continued)

| OPTION 6 | | | | | | |
|----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|
| Mileage Range | DAY | | EVENING | | NIGHT/WEEKEND | |
| | First Minute | Add'l Minute | First Minute | Add'l Minute | First Minute | Add'l Minute |
| 1-10 | 0.32 | 0.27 | 0.32 | 0.27 | 0.32 | 0.27 |
| 11-22 | 0.34 | 0.29 | 0.34 | 0.29 | 0.34 | 0.29 |
| 23-55 | 0.38 | 0.33 | 0.38 | 0.33 | 0.38 | 0.33 |
| 56-124 | 0.38 | 0.33 | 0.38 | 0.33 | 0.38 | 0.33 |
| 125-292 | 0.39 | 0.34 | 0.39 | 0.34 | 0.39 | 0.34 |
| 293-430 | 0.39 | 0.34 | 0.39 | 0.34 | 0.39 | 0.34 |
| 431-925 | 0.39 | 0.34 | 0.39 | 0.34 | 0.39 | 0.34 |
| 926-1910 | 0.40 | 0.35 | 0.40 | 0.35 | 0.40 | 0.35 |
| 1911-3000 | 0.40 | 0.35 | 0.40 | 0.35 | 0.40 | 0.35 |
| 3001-4250 | 0.41 | 0.36 | 0.41 | 0.36 | 0.41 | 0.36 |
| 4251-9999 | 0.43 | 0.38 | 0.43 | 0.38 | 0.43 | 0.38 |

| TYPE OF CALL | SURCHARGE |
|---------------------------------------|------------------|
| Person-to-Person | 4.90 |
| Third Number Billed | 2.35 |
| Credit Card Billed, Automated | 0.80 |
| Credit Card Billed, Operator Assisted | 2.25 |
| Credit Card Billed, Major Credit Card | 2.25 |
| Collect | 2.25 |
| Sent Paid Non-Coin | 2.30 |

** In addition to the rates and surcharges in Options 1 through 6 above, a property imposed fee (PIF) of \$1.50 may be added per call.

***** Cellular Service Charges and Surcharges**

Additional charges and surcharges may apply to Options 1 through 6 above when the Customer utilizes certain applicable cellular services to access the Company's operator services.

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.2 Operator Services (continued)

Government Contracts

| Type of Call | Interstate Surcharge | Per Minute Rate |
|---------------------|-----------------------------|------------------------|
| Operator Assisted | 0.60 | .1164 |
| Operator Dialed | 0.60 | .1164 |
| Person to Person | 0.60 | .1164 |
| Station to Station | 0.60 | .1164 |

4.3 Directory Assistance Services

4.3.1 Directory Assistance

Each Call \$1.95

4.3.2 Directory Assistance Call Completion

A. Per Call Completion Rate \$0.45

B. Usage Charges:

The per minute rate shall be the per minute rate of the 1+ plan that the Customer is subscribed to or enrolled in at the time of the call.

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.4 Inbound Toll Free Service Features

4.4.1 Directory Listing

| Monthly Recurring Charge | Installation Charge |
|--------------------------|---------------------|
| 0.00 | 0.00 |

4.5 Enhanced Toll Free Service Feature Rates

4.5.1 Enhanced Toll Free Routing Package

| | Monthly Recurring Charge | Installation Charge | Change Charge |
|------------------------------------|--------------------------|---------------------|---------------|
| Enhanced Toll Free Routing Package | 50.00 | 50.00 | 25.00 |
| Time of Day Routing | 20.00 | 50.00 | 25.00 |
| Day of Week Routing | 20.00 | 50.00 | 25.00 |
| Holiday Routing | 20.00 | 50.00 | 25.00 |
| Point of Origination Routing | 20.00 | 50.00 | 25.00 |
| Toll Free Blocking | 20.00 | 50.00 | 25.00 |
| Percent Allocation | 20.00 | 50.00 | 25.00 |

4.5.2 Toll Free with Call Completion

| Month Recurring Charge | Installation Charge | Customize Announcement Creation | Change Charge |
|------------------------|---------------------|---------------------------------|---------------|
| 25.00 | 100.00 | 100.00 | 25.00 |

4.5.3 Toll Free with Route Advance

| Monthly Recurring Charge | Installation Charge | Change Charge |
|--------------------------|---------------------|---------------|
| 10.00 | 50.00 | 25.00 |

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)**4.5 Enhanced Toll Free Service Feature Rates (continued)****4.5.4 Toll Free with DNIS Delivery**

| Installation Charge | Change Charge |
|----------------------------|----------------------|
| 100.00 | 25.00 |

4.5.5 Toll free with Real Time ANI Delivery

| Usage Charge | Change Charge |
|---------------------|----------------------|
| 0.01/call delivered | 25.00 |

4.5.6 Toll free with Menu-Prompted Routing

| Monthly Recurring Charge | Installation Charge | Change Charge |
|---------------------------------|----------------------------|----------------------|
| 200.00 | 500.00 | 200.00 |

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.6 Business Connections

4.6.1 Business Connections Option 1

(A) Rates

| Inbound/Outbound Base Rate | Toll Free PIN-Connect Base Rate | Card Base Rate |
|---------------------------------------|--------------------------------------------|---------------------------|
| 0.1040 | 0.1500 | 0.2541 |

(B) Discounts

| Month-to-Month | 1 Year Term | 2 Year Term | 3 Year Term |
|-----------------------|--------------------|--------------------|--------------------|
| 0% | 0% | 3% | 7% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

4.6.2 Business Connections Option 2

(A) Rates

| Inbound/Outbound Base Rate | Toll Free PIN-Connect Base Rate | Card Base Rate |
|---------------------------------------|--------------------------------------------|---------------------------|
| 0.1041 | 0.1500 | 0.2541 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 13% | 17% | 21% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.6 Business Connections (continued)

4.6.3 Business Connections Option 3

(A) Rates

| Inbound/Outbound Base Rate | Toll Free PIN-Connect Base Rate | Card Base Rate |
|-------------------------------|------------------------------------|-------------------|
| 0.1040 | 0.1500 | 0.2541 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 19% | 22% | 28% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

4.6.4 Business Connections Option 4

(A) Rates

| Dedicate Base Rate |
|--------------------|
| 0.0867 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 12% | 16% | 20% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

SECTION 4 – RATES (CONTINUED)

4.6 Business Connections (continued)

4.6.5 Business Connections Option 5

(A) Rates

| Dedicate Base Rate |
|--------------------|
| 0.0867 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 28% | 31% | 34% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

4.6.6 Business Connections Option 6

(A) Rates

| Dedicate Base Rate |
|--------------------|
| 0.0867 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 30% | 33% | 38% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

SECTION 4 – RATES (CONTINUED)

4.6 Business Connections (continued)

4.6.7 Business Connections Option 7

(A) Dedicated Rates

| Dedicate Base Rate |
|--------------------|
| 0.0867 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 32% | 36% | 40% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

4.7 DeltaCom EnterpriseLD

4.7.1 EnterpriseLD Option 1

(A) Rates

| Inbound/Outbound Base Rate | Toll Free PIN-Connect Base Rate | Card Base Rate |
|-------------------------------|------------------------------------|-------------------|
| 0.0867 | 0.1500 | 0.2200 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 5% | 9% | 13% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.7 DeltaCom EnterpriseLD (continued)

4.7.2 EnterpriseLD Option 2

(A) Rates

| Inbound/Outbound Base Rate | Toll Free PIN-Connect Base Rate | Card Base Rate |
|---------------------------------------|--------------------------------------------|---------------------------|
| 0.0867 | 0.1500 | 0.2200 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 10% | 13% | 19% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

4.7.3 EnterpriseLD Option 3

(A) Dedicated Rates

| Dedicate Base Rate |
|---------------------------|
| 0.0647 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 0% | 2% | 5% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

SECTION 4 – RATES (CONTINUED)

4.7 DeltaCom EnterpriseLD (continued)

4.7.4 EnterpriseLD Option 4

(A) Rates

| Dedicate Base Rate |
|--------------------|
| 0.0647 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 15% | 20% | 25% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

4.7.5 EnterpriseLD Option 5

(A) Rates

| Dedicate Base Rate |
|--------------------|
| 0.0647 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 21% | 25% | 28% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

SECTION 4 – RATES (CONTINUED)

4.8 DeltaCom HorizonLD

4.8.1 HorizonLD Option 1

(A) Rates

| Inbound/Outbound Base Rate | Toll Free PIN-Connect Base Rate | Card Base Rate |
|---------------------------------------|--------------------------------------------|---------------------------|
| 0.0866 | 0.1500 | 0.2195 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 5% | 9% | 13% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

4.8.2 HorizonLD Option 2

(A) Rates

| Inbound/Outbound Base Rate | Toll Free PIN-Connect Base Rate | Card Base Rate |
|---------------------------------------|--------------------------------------------|---------------------------|
| 0.0866 | 0.1500 | 0.2195 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 10% | 13% | 19% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.8 DeltaCom HorizonLD (continued)

4.8.3 HorizonLD Option 3

(A) Rates

| Dedicate Base Rate |
|--------------------|
| 0.0647 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 0% | 2% | 5% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

4.8.4 HorizonLD Option 4

(A) Rates

| Dedicate Base Rate |
|--------------------|
| 0.0647 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 15% | 20% | 25% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

SECTION 4 – RATES (CONTINUED)

4.8 DeltaCom HorizonLD (continued)

4.8.5 HorizonLD Option 5

(A) Rates

| Dedicate Base Rate |
|--------------------|
| 0.0647 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 21% | 25% | 28% |

(C) Monthly Recurring Charge: \$3.00 per toll free number

4.9 T LD Plan

4.9.1 Direct Dialed/Toll Free, Per Minute Rate

| T-PAC, T-PAC Remote, Simpli-T, Simpli-T 3.0, Simpli-T PRI, Simpli-T Plus, Simpli-Business T, Simpli-Business T 2.0, Simpli-Business T v.3, Simpli-Business PRI, Simpli-Business PRI v.3, IVP, DVP and DUNE local Customers | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Above initial 100 minutes per voice channel | 0.0566 |

| Unity local Customers | |
|------------------------------------|--------|
| Above initial 2400 minutes per T-1 | 0.0566 |

4.9.2 Toll Free PIN-Connect Rate: 0.1500

4.9.3 Card Rate: 0.1386

4.9.4 Monthly Recurring Charge: \$3.00 per toll free number

SECTION 4 – RATES (CONTINUED)

4.10 Idle Service Charge

(See Section 2 for Regulations concerning this charge.)

Monthly Recurring Charge \$195.00 per T1 equivalent

4.11 EZ LD Long Distance

4.11.1 Switched Rates

| | Monthly Volume* | Monthly Fee | Per Minute Rate |
|----------------|------------------------|--------------------|------------------------|
| Option A** | 25.00 | 4.95 | 0.0495 |
| Option B** | 50.00 | 7.95 | 0.0429 |
| Travel Card*** | --- | --- | 0.1419 |

* Volume does not include any surcharges, taxes or other similar fees.

** Rates apply to outbound and inbound domestic calls.

*** A surcharge will not apply.

(A) **Toll Free Number, per number:** Monthly Recurring Charge
\$3.00

4.11.2 Dedicated Rates

| | Monthly Volume* | Per Minute Rate |
|----------------|------------------------|------------------------|
| Option A** | 500.00 | 0.0275 |
| Option B** | 1,000.00 | 0.0248 |
| Option C** | 2,000.00 | 0.0219 |
| Option D** | 3,000.00 | 0.0209 |
| Travel Card*** | --- | 0.1419 |

* Volume does not include any surcharges, taxes or other similar fees.

** Rates apply to outbound and inbound domestic calls.

*** A surcharge will not apply.

(A) **Loop Installation Fees, all Options:** ICB

(B) **Toll Free Number, per number:** Monthly Recurring Charge
\$3.00

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.12 SimpliVoice Unlimited Long Distance

4.12.1 Rates

| | Monthly Recurring | Per Minute Rate |
|---------------------------------|--------------------------|------------------------|
| First Line | 15.00 | --- |
| Each Additional Line (per line) | 15.00 | --- |
| Excessive Usage | --- | 0.10 |
| Toll Free Number (per number) | 3.00 | 0.06 |
| Travel Card* | --- | 0.132 |

* A surcharge will not apply.

4.13 SimpliVoice LD

4.13.1 Monthly Volume Commitment*: \$10.00

4.13.2 Outbound/Toll Free Rates

| | Monthly Recurring | Per Minute Rate |
|-------------------------------|--------------------------|------------------------|
| Intrastate | ---- | 0.066 |
| Interstate | --- | 0.044 |
| Toll Free Number (per number) | 3.00 | --- |
| Calling Card | --- | 0.132 |

* If Customer does not meet Monthly Volume Commitment usage, Customer will be billed the Monthly Volume Commitment

4.13.3 Monthly Recurring Charge, per account: \$4.95

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.14 LD Rewards

4.14.1 Switched Rates

| | Monthly Volume* | Interstate Per Minute Rate |
|----------------|------------------------|-----------------------------------|
| Option A** | \$10.00 | 0.055 |
| Option B** | \$15.00 | 0.050 |
| Option C** | \$25.00 | 0.045 |
| Option D** | \$50.00 | 0.039 |
| Travel Card*** | N/A | 0.129 |

- * Volume does not include any surcharges, taxes or other similar fees.
- ** Rates apply to outbound and toll free domestic calls.
- *** A surcharge will not apply.

Toll Free Number, per number: Monthly Recurring Charge \$3.00

4.14.2 Dedicated Rates

| | Monthly Volume* | Interstate Per Minute Rate |
|------------|------------------------|-----------------------------------|
| Option A** | \$250.00 | 0.0300 |
| Option B** | \$500.00 | 0.0250 |
| Option C** | \$1,000.00 | 0.0225 |
| Option D** | \$3,000.00 | 0.0199 |
| Option E** | \$5,000.00 | 0.0190 |
| Option F** | \$7,500.00 | 0.0179 |

- * Volume does not include any surcharges, taxes or other similar fees.
- ** Rates apply to outbound and toll free domestic calls.

(A) Loop Installation Fees, all Options: ICB

(B) Toll Free Number, per number: Monthly Recurring Charge \$3.00

Effective: May 15, 2009

SECTION 4 – RATES (CONTINUED)

4.15 Business Reach

4.15.1 Per minute Rate:

Direct Dialed - Interstate
 Above initial 200 minutes per voice channel: 0.0566

4.15.2 Additional Toll Free Numbers: \$3.00

4.16 Move Fee

Move Fee \$1,000.00

4.17 VOLUME PLUS LD Switched Long Distance

| | MONTHLY VOLUME LEVEL <u>COMMITMENT*</u> | RATE PER <u>MINUTE</u> |
|-----------------------------|-----------------------------------------------|------------------------------|
| Interstate outbound/inbound | \$7,500.00 | \$0.0400 |
| Travel Card | | \$0.1400 |

* Volume Level Commitment is based on total qualified usage during each monthly billing period

| | Monthly Recurring <u>Charge</u> |
|------------------------------|------------------------------------|
| Toll Free Number, per number | \$3.00 |

Effective: October 26, 2010

SECTION 4 – RATES (CONTINUED)

4.18 VOLUME PLUS LD Dedicated Long Distance

| | MONTHLY VOLUME LEVEL <u>COMMITMENT*</u> | RATE PER <u>MINUTE</u> |
|-----------------------------|-----------------------------------------------|------------------------------|
| Interstate outbound/inbound | \$7,500.00 | \$0.0190 |

* Volume Level Commitment is based on total qualified usage during each monthly billing period

| | <u>MONTHLY RECURRING CHARGE</u> | <u>NON-RECURRING CHARGE</u> |
|--------------------------|-------------------------------------|---------------------------------|
| Loop Installation Charge | N/A | \$750.00** |
| Dedicated Access | ICB | N/A |
| PRI Access | Dedicated Access Charge + \$100 | N/A |

* Installation Charge may be waived for Customers who sign a multiple year term plan.

| | <u>MONTHLY RECURRING CHARGE</u> |
|------------------------------|-------------------------------------|
| Toll Free Number, per number | \$3.00 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES

5.1 Message Detail

Customers utilizing various services of the Company are provided a monthly bill, or statement which omits detail and provides total charges only. Upon request and when available, these Customers will be provided message detail on their billing which includes an itemization specifying each individual call, date of call, duration of call, charge for call and the city called for a recurring monthly charge of \$6.00 for each account of that Customer for which message detail is requested.

Upon request and when available, the Customer will be provided a magnetic tape, containing such message detail as is indicated above, for a recurring monthly charge of \$45.00 per Customer without regard to the number of accounts of that Customer.

5.2 Travel Call

Travel Call service offers access to the Company’s switching facility through the usage of a toll free number. Travel Call Customers receive a personalized, plastic card describing the toll free access number, an Authorization Code, and dialing instructions in accessing the Company's switching facility. A surcharge is levied on Travel Call, on a per call basis. There is no charge for unanswered calls. The associated service's per minute of usage charge for Customers subscribing "only" to Travel Call shall be the Company’s Equal Access rates as described elsewhere in this Price List. Customers subscribing to other Company services, as described throughout this Price List, shall be billed at the Customer's most favorable subscribed minute of use rate. The per minute of use charge, when dependent upon an applicable mileage band, (equal access office) shall be billed from the actual originating exchange to the terminating exchange. Calls originating from non- conforming equal access exchanges are rated to the terminating exchange from the Customer's home exchange, instead of the actual point of origination.

5.2.1 Rates

Surcharge (Usage per call)

| DAY | EVENING | NIGHT/WEEKEND |
|------------|----------------|----------------------|
| 0.40 | 0.40 | 0.40 |

Plus regular call charges from the Customer's home exchange to the terminating exchange.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.3 Pinnacle**

All Pinnacle calls are rated based on flat rates and duration of the call. Calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. Pinnacle is offered as two separate classes of service. These classes of service are: (1) Pinnacle Switched and 2) Pinnacle for Associations. Pinnacle is divided into the following traffic types: (A) Outbound, (B) Inbound, (C) Calling Card, and (D) International. A minimum 1 year term is required.

Pinnacle Switched Customers may choose to enter into a 1, 2, or 3 year term and discounts available to the Customer for the term periods listed are 5%, 7%, and 10%, respectively, of their total monthly usage.

Pinnacle for Associations is a discounted long distance business service for Customers belonging to a common professional or trade association. A current Company Association Customer may convert their current service to Pinnacle for Associations only if one of the following conditions applies:

- If the Customer chooses to convert their service within the initial ninety (90) days of their current term, and agrees to sign a new term agreement, equal to, or of greater length than, their present term agreement;
- If the Customer's present term is within six (6) months of expiration;
- If the Customer is adding multiple locations and/or new products that will result in an increase in the existing account by 50% or more, and the Customer enters into a new term of equal or greater length than their present term.

Pinnacle for Associations Customers may choose to enter into a 1, 2 or 3 year term and discounts available to the Customer for the term periods listed are 5%, 7%, and 7%, respectively, of their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels their service before the end of the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

The "Discontinuance Charge" is in addition to usage charges, installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and installation charges apply for dedicated access services. A surcharge applies per call billed to a calling card. Data circuits require a minimum 1 year term agreement.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.3 Pinnacle (continued)

5.3.1 Pinnacle Switched Rates

(A) Base Rates – Switched/Associations

| Inbound/Outbound Base Rate | Card Base Rate |
|-------------------------------|-------------------|
| 0.1478 | 0.2633 |

(B) Base Rates - Dedicated

| Inbound/Outbound Base Rate | Card Base Rate |
|-------------------------------|-------------------|
| 0.1063 | 0.2541 |

5.3.2 Discounts

(A) Switched Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 5% | 7% | 10% |

(B) Association Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 5% | 7% | 7% |

5.3.3 Monthly Recurring Charge: \$3.00 per toll free number

5.3.4 Calling Card Surcharge: \$0.4620

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.5 Aspect Option A, B, C, and H**

All Aspect calls under Options A, B, C and H are rated based on flat rates and duration of the call. No term or volume discounts apply. Inbound and Outbound calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call and calling card calls are timed in six (6) second increments after the initial thirty (30) seconds of each call. This service is offered via switched access only. All Customer notices of discontinuance must be delivered to the Company in writing sixty (60) days prior to the discontinuance becoming effective.

5.5.1 Aspect Option A Rates

| | |
|----------|--------|
| Outbound | 0.0924 |
| Inbound | 0.0924 |
| Card | 0.2021 |

5.5.2 Aspect Option B Rates

| | |
|----------|--------|
| Outbound | 0.1155 |
| Inbound | 0.1155 |
| Card | 0.2021 |

5.5.3 Aspect Option C Rates

| | |
|----------|--------|
| Outbound | 0.1271 |
| Inbound | 0.1271 |
| Card | 0.2079 |

5.5.4 Aspect Option H Rates

| | |
|----------|--------|
| Outbound | 0.1675 |
| Inbound | 0.1675 |
| Card | 0.2021 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.6 Aspect Option D for Associations

Aspect Option D for Associations is a discounted long distance service for Customers belonging to a common professional or trade association.

All Aspect Option D for Associations calls are rated based on flat rates and duration of the call. Calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. Service rates are the same for inbound and outbound calls, but may be different for switched or dedicated access. Term discounts are available to Customers who choose to enter into a term agreement for a period of 1, 2 or 3 years. Discounts available to the Customer for the term periods listed are 5%, 7%, or 7% respectively, of their total monthly usage. The term begins when the Customer's first usage occurs, rather than on the "signed" date of the term agreement.

There is no minimum usage requirement for Customers who do not enter into a term agreement. Customers who enter into a term agreement must meet an "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels their service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number. A surcharge applies per call billed to a calling card.

5.6.1 Base Rates

| Inbound/Outbound Base Rate | Card Base Rate |
|----------------------------|----------------|
| 0.1675 | 0.2633 |

5.6.2 Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 5% | 7% | 7% |

5.6.3 Monthly Recurring Charge: \$3.00 per toll number

5.6.4 Calling Card Surcharge: \$0.4620

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)
5.7 Aspect Option E

Aspect Option E is intended for residential Customers only. Inbound and Outbound Aspect Option E calls are time of day sensitive, but no volume or term discounts apply. Inbound and Outbound calls are timed in full minute increments and calling card calls are timed in six (6) second increments after the initial eighteen (18) seconds of each call. This service is offered via switched access only. All Customer notices of discontinuance must be delivered to the Company in accordance with the notice requirements in Section 2.

5.7.1 Rates

| | Peak | Off-Peak |
|----------|-------------|-----------------|
| Outbound | 0.1386 | 0.1155 |
| Inbound | 0.1386 | 0.1155 |
| Card | 0.2079 | 0.2079 |

5.8 Aspect Option G

Aspect Option G is intended for residential Customers only. Inbound and Outbound calls are timed in full minute increments and calling card calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. This service is offered via switched access only. All Customer notices of discontinuance must be delivered to the Company in accordance with the notice requirements in Section 2.

5.8.1 Rates

| | Per Minute |
|----------|-------------------|
| Outbound | 0.1155 |
| Inbound | 0.1155 |
| Card | 0.2079 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.9 Aspect Options M and N**

Aspect Options M and N are calling card services and are designed for residential Customers only. All calls are timed in six (6) second increments after the initial thirty (30) seconds of each call. No volume or term discounts apply.

5.9.1 Aspect Option M Rates

| | Per Minute |
|------|-------------------|
| Card | 0.1155 |

5.9.2 Aspect Option N Rates

| | Per Minute |
|------|-------------------|
| Card | 0.1617 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.10 Unison Option A**

Unison Option A is available to Customers who bill up to \$499.00 at the time of signing a service term agreement. Unison Option A is offered as two separate classes of service. These classes of service are: (1) Unison Option A Switched and 2) Unison Option A for Associations. Calls are timed in 6 second increments after the initial 18 seconds of each call.

Unison Option A Switched Customers may choose to enter into a 1, 2, or 3 year term agreement and discounts available to the Customer for the term periods listed are 10%, 14%, and 18%, respectively, of their total monthly usage.

Unison Option A for Associations subscribers must belong to a professional or trade association to receive this service. Unison Option A for Associations Customers may choose to enter into a 1, 2, or 3 year term agreement and discounts available to the Customer for the term periods listed are 14%, 18% and 18%, respectively, of their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, due to customer service, sales support or network quality, the Customer will be responsible for usage to date of effective cancellation.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 1 year term agreement.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.10 Unison Option A (continued)

5.10.1 Base Rates

(A) Switched/Dedicated

| Inbound/Outbound Base Rate | Toll Free Pin-Connect Base Rate | Card Base Rate | Dedicated Base Rate |
|---------------------------------------|--------------------------------------------|---------------------------|--------------------------------|
| 0.1363 | 0.1500 | 0.3350 | 0.0989 |

(B) Association

| Inbound/Outbound Base Rate | Toll Free Pin-Connect Base Rate | Card Base Rate | Dedicated Base Rate |
|---------------------------------------|--------------------------------------------|---------------------------|--------------------------------|
| 0.1363 | 0.1500 | 0.3350 | 0.0989 |

5.10.2 Discounts

(A) Switched/Dedicated Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 10% | 14% | 18% |

(B) Association Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 14% | 18% | 18% |

5.10.3 Monthly Recurring Charge : \$3.00 per toll free number
\$7.50 w/additional Toll Free PIN-Connect feature

5.10.4 PIN-Connect Custom Reports: \$25.00 per request

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.12 Unison Options B, C, and D

Unison Options B, C and D calls are timed in six (6) second increments after the initial eighteen (18) seconds of each call and calling card calls are timed in six (6) second increments after the initial thirty (30) seconds of each call. Rates apply to switched and dedicated access and volume discounts apply.

Customers who bill up to \$2,999 per month qualify for Option B; Customers who bill from between \$3,000 to \$9,999 per month qualify for Option C; and Customers who bill at least \$10,000 per month qualify for Option D. All Customer notices of discontinuance must be delivered to the Company in accordance with the notice requirements in Section 2.

5.12.1 Rates

| OPTION | Volume Usage Level | Outbound | Calling Card |
|---------------|---------------------------|-----------------|---------------------|
| B | Up to \$2,999 | 0.0751 | 0.2195 |
| C | \$3,000-\$9,999 | 0.0693 | 0.2195 |
| D | \$10,000+ | 0.0664 | 0.2195 |

5.13 Unison Option J

Unison Option J is available to new Customers who bill up to \$499.00. Inbound/Outbound calls are timed in six (6) second increments after the initial eighteen (18) seconds of each call and card calls are timed in six (6) second increments after the initial thirty (30) seconds of each call. All calls are rated based on flat rates and duration of the call. No term or volume discounts apply. All Customer notices of discontinuance must be delivered to the Company in accordance with the notice requirements in Section 2.

5.13.1 Rates

| Inbound/Outbound | Calling Card |
|-------------------------|---------------------|
| 0.1363 | 0.2079 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.14 Unison Select**

Unison Select is available in the following classes of service: (1) Unison Select Dedicated Option 1; (2) Unison Select Dedicated Option 2; (3) Unison Select Dedicated Option 3; (4) Unison Select Option 4 Switched; (5) Unison Select Option 4 Switched for Associations; (6) Unison Select Option 5 Switched; and, (6) Unison Select Option 5 Switched for Associations

To subscribe to Unison Select for Associations, the subscriber must belong to a recognized professional or trade association.

Inbound/Outbound and calling card calls are timed in 6 second increments after the initial 18 seconds of the call.

Customers who enter into a term agreement must meet an "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company. Charges for directory assistance or operator services do not contribute to the volume usage level.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, due to customer service, sales support or network quality, the Customer will be responsible for usage to date of effective cancellation.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 1 year term agreement

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.14 Unison Select (continued)

5.14.1 Dedicated Option 1

This product is designed for Customers whose monthly usage is between \$2,500 and \$4,999 at the time of signing a service term agreement. Term plans are available with discounts applied to the Customer’s total monthly usage.

(A) Dedicated Rates

| Inbound/Outbound Base Rate | Card Base Rate |
|----------------------------|----------------|
| 0.0912 | 0.3350 |

(B) Term Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 16% | 20% | 24% |

(C) Monthly Recurring Charge : \$3.00 per toll free number

5.14.2 Dedicated Option 2

This product is designed for Customers whose monthly usage is between \$5,000 and \$9,999 at the time of signing a service term agreement. Term plans are available with discounts applied to the Customer’s total monthly usage.

(A) Dedicated Rates

| Inbound/Outbound Base Rate | Card Base Rate |
|----------------------------|----------------|
| 0.0912 | 0.3350 |

(B) Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 18% | 22% | 1826 |

(C) Monthly Recurring Charge : \$3.00 per toll free number

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.14 Unison Select (continued)

5.14.3 Dedicated Option 3

This product is designed for Customers whose monthly usage is \$10,000 or more at the time of signing a service term agreement. Term plans are available with discounts applied to the Customer’s total monthly usage.

(A) Dedicated Rates

| Inbound/Outbound Base Rate | Card Base Rate |
|-------------------------------|-------------------|
| 0.0912 | 0.3350 |

(B) Term Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 20% | 24% | 28% |

(C) Monthly Recurring Charge : \$3.00 per toll free number

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.14 Unison Select (continued)

5.14.4 Switched Option 4

This product is designed for Customers whose monthly usage is between \$500 and \$2,499 at the time of signing a service term agreement. Term plans are available with discounts applied to the Customer’s total monthly usage.

(A) Rates

| Inbound/Outbound Base Rate | Toll Free Pin-Connect Base Rate | Card Base Rate |
|---------------------------------------|--------------------------------------------|---------------------------|
| 0.1271 | 0.1500 | 0.3350 |

(B) Term Discounts for Switched

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 16% | 20% | 24% |

(C) Term Discounts for Switched Associations

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 20% | 24% | 24% |

(C) Monthly Recurring Charge : \$3.00 per toll free number
 \$7.50 w/additional Toll Free PIN-Connect
 feature

(D) PIN-Connect Custom Reports: \$25.00 per request

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.14 Unison Select (continued)

5.14.6 Switched Option 5

This product is designed for Customers whose monthly usage is \$2,500 or more at the time of signing a service term agreement. Term plans are available with discounts applied to the Customer’s total monthly usage.

(A) Switched Rates

| Inbound/Outbound Base Rate | Toll Free Pin-Connect Base Rate | Card Base Rate |
|---------------------------------------|--------------------------------------------|---------------------------|
| 0.1271 | 0.1500 | 0.3350 |

(B) Term Discounts for Switched

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 18% | 22% | 26% |

(C) Term Discounts for Switched Association

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 22% | 26% | 26% |

(C) Monthly Recurring Charge : \$3.00 per toll free number
\$7.50 w/additional Toll Free PIN-Connect
feature

(D) PIN-Connect Custom Reports: \$25.00 per request

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.15 Unison Plus Option A**

Unison Plus Option A is available to Customers who bill at least \$500.00 at the time of signing a service term agreement. Unison Plus Option A is offered as two separate classes of service. These classes of service are: (1) Unison Plus Option A Switched and 2) Unison Plus Option A for Associations. Calls are timed in 6 second increments after the initial 18 seconds of each call.

Unison Plus Option A Switched Customers may choose to enter into a 1, 2, or 3 year term agreement and discounts available to the Customer for the term periods listed are 10%, 14%, and 18%, respectively, of their total monthly usage.

Unison Plus Option A for Associations subscribers must belong to a professional or trade association to receive this service. Unison Option A for Associations Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 14%, 18% and 18%, respectively, of their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, due to customer service, sales support or network quality, the Customer will be responsible for usage to date of effective cancellation.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 1 year term agreement.

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.15 Unison Plus Option A (continued)

5.15.1 Rates

| Inbound/Outbound Base Rate | Card Base Rate | Dedicated Base Rate |
|---------------------------------------|---------------------------|--------------------------------|
| 0.1271 | 0.3350 | 0.0930 |

5.15.2 Discounts

(A) Switched/Dedicated

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 10% | 14% | 18% |

(B) Associations

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 14% | 18% | 18% |

5.15.3 Monthly Recurring Charge : \$3.00 per toll free number

5.16 Unison Plus Option K

Unison Plus Option K is available to Customers who bill at least \$500.00. Inbound/Outbound calls are timed in six (6) second increments after the initial eighteen (18) seconds of each call and card calls are timed in six (6) second increments after the initial thirty (30) seconds of each call. All calls are rated based on flat rates and duration of the call. No term or volume discounts apply. All Customer notices of discontinuance must be delivered to the Company in accordance with the notice requirements in Section 2.

5.16.1 Rates

| Inbound/Outbound | Calling Card |
|-------------------------|---------------------|
| 0.1271 | 0.2298 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.17 Patron**

Customers may convert their current service to Patron if the Customer is within the last 6 months of their present term. Calls are timed in 6 second increments after the initial 18 seconds of each call. The Customer must choose to enter into a 1, 2, or 3 year term agreement to qualify to receive Patron.

If the Customer chooses to extend their new term as a Patron Customer by one year of their previous term, the Customer will receive an additional 3% discount.

If an existing Patron Customer has more than \$1500.00 of switched long distance usage, the Customer's service will convert to Unison Plus. Should this occur, all Unison Plus terms and conditions will apply.

Customers who enter into a term agreement must meet a "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, due to customer service, sales support or network quality, the Customer will be responsible for usage to date of effective cancellation.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 1 year term agreement. A surcharge applies per call billed to a calling card.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.17 Patron (continued)****5.17.1 Switched/Toll Free Rates**

| Volume | Rate | 3% Discount to Extend Term |
|--------------|--------|----------------------------|
| \$0 - \$1500 | 0.1259 | 0.1221 |

5.17.2 Card Rates

| Rate | 3% Discount to Extend Term |
|--------|----------------------------|
| 0.2252 | 0.2185 |

5.17.3 Monthly Recurring Charge: \$3.00 per toll free number**5.17.4 Calling Card Surcharge:** \$0.4400**5.17.5 Dedicated Rates**

| Volume | Rate | 3% Discount to Extend Term |
|-----------------|--------|----------------------------|
| \$2500 - \$5000 | 0.0912 | 0.0885 |
| \$5001 + | 0.0866 | 0.0840 |

5.17.6 Dedicated Card Rates

| Rate | 3% Discount to Extend Term |
|--------|----------------------------|
| 0.2195 | 0.2129 |

5.17.7 Dedicated Monthly Recurring Charge: \$3.00 per toll free number**5.17.8 Dedicated Calling Card Surcharge:** \$0.4400

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.18 Delta Competition WATS a/k/a Custom Design Direct WATS

This is a dedicated access telecommunications service that enables the subscriber to call, from any of Delta's Points of Presence (POP), stations of any domestic telephone system. The service is subject to a monthly recurring charge and a transport charge. Usage charges are based on accumulated minutes of use, time-of-day/day- of-week basis and whether the call originates and terminates within or outside the states of Alabama, Florida, Georgia, Tennessee and Mississippi (Delta Band). Transport charges are levied, when transport is provided by Delta, from the subscriber's premises to Delta's nearest POP. Delta's subscribers will be billed the identical amount charged Delta by the transport facility provider. Calls are timed in 1/10th minute increments. A discount plan applies to usage over a specified combined Inter/Intrastate amount.

Subscribers utilizing this service are provided a monthly billing statement which only indicates total charges. Message Detail including an itemization specifying each individual call, date of call, duration of call, charge for call and city called are omitted. Subscribers wishing to obtain Message Detail, on either a billing statement format or a magnetic tape format, may do so at an additional monthly charge. All minutes of use are timed in 1/10th minute increments.

5.18.1 Rates

| BAND | PER MINUTE | | |
|------------|------------|---------|-------|
| | DAY | EVENING | NIGHT |
| Delta Band | 0.119 | 0.095 | 0.086 |
| National | | | |
| 0-292 | 0.125 | 0.106 | 0.079 |
| 293-430 | 0.143 | 0.114 | 0.085 |
| 431-925 | 0.156 | 0.127 | 0.099 |
| 926-1910 | 0.169 | 0.145 | 0.109 |
| 1910+ | 0.179 | 0.154 | 0.112 |

| | |
|--------------------------|----------------------|
| Installation Charge | \$0.00* |
| Monthly Recurring Charge | \$50.00 per account* |
| Monthly Message Detail | Optional |
| Monthly Statement | \$6.00 per account |
| Monthly Magnetic Tape | \$45.00 per Customer |

* In addition to all other rates prescribed herein, the subscriber shall reimburse the Company for all such charges imposed by a local exchange carrier for provision of dedicated access and any other service or facility not provided by the Company.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.18 Delta Competition WATS a/k/a Custom Design Direct WATS (continued)

5.18.2 Discounts (Applies to all usage, interstate and intrastate)

Discounts are applied to interstate and intrastate usage.

| | |
|---------------------|-----|
| \$5,000 to \$25,000 | 5% |
| Over \$25,000 | 10% |

* In addition to all other rates prescribed herein, the subscriber shall reimburse the Company for all such charges imposed by a local exchange carrier for provision of dedicated access and any other service or facility not provided by the Company.

5.19 Delta Flexline

Delta Flexline service is an equal access or dial-up toll service, where calls originate over the subscriber's local exchange service line and are rated on a duration and time-of-day/day-of-week basis. Both installation and monthly charges apply. A discount plan applies to usage over a specified combined inter/intrastate amount. Timing is in 1/10th minute increments, after the initial 30 seconds of each call.

5.19.1 Rates

| BAND | DAY | | EVENING | | NIGHT/WEEKEND | |
|----------|-------------|-----------|-------------|-----------|---------------|-----------|
| | INITIAL MIN | ADD'L MIN | INITIAL MIN | ADD'L MIN | INITIAL MIN | ADD'L MIN |
| 1-192 | 0.2070 | 0.2070 | 0.1450 | 0.1450 | 0.1090 | 0.1090 |
| 293-430 | 0.2100 | 0.2100 | 0.1570 | 0.1570 | 0.1190 | 0.1190 |
| 431-925 | 0.2290 | 0.2290 | 0.1720 | 0.1720 | 0.1250 | 0.1250 |
| 926-1910 | 0.2440 | 0.2440 | 0.1750 | 0.1750 | 0.1750 | 0.1750 |
| 1911+ | 0.2600 | 0.2600 | 0.1850 | 0.1850 | 0.1380 | 0.1380 |

| | |
|--------------------------|---------------------|
| Installation Charge | \$15.00 per account |
| Monthly Recurring Charge | \$12.00 per account |

5.19.2 Discounts (Applies to all usage, interstate and intrastate)

| | |
|------------------------|--------------|
| Usage 200 to 1800----- | 10% discount |
| Usage over 1800----- | 21% discount |

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.20 Custom Design 800

Custom Design 800 service is a non-dedicated access toll service that enables the subscriber to receive calls from any domestic telephone system over the subscriber's local exchange service line, and the charges for such calls to be billed to the terminating subscriber, rather than to the originating party. Both installation and monthly charges apply. Usage charges are based on accumulated minutes of use and are rated on duration and time-of-day/day-of-week basis. Calls are timed in 1/12 minute increments, after the initial minute. A discount plan applies to usage over a specified combined inter/intrastate amount.

5.20.1 Per Minute Rates

| | Delta Band | National Band |
|---------------|------------|---------------|
| Day | 0.210 | 0.225 |
| Evening | 0.189 | 0.210 |
| Night/Weekend | 0.175 | 0.198 |

5.20.2 Discounts

Discounts are applied to interstate and intrastate usage.

| | |
|-------------|-----|
| 50 to 335 | 5% |
| 335 to 1250 | 10% |
| Over 1250 | 15% |

5.20.3 Installation Fee \$15.00, per account

5.20.4 Monthly Recurring Charge \$12.00, per account

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.22 Custom Design Plus 800**

Custom Design Plus 800 is a dedicated access toll service that enables the subscriber to receive calls from any domestic telephone system over a WATS access line from the LEC central office to the subscriber's premises, and the charges for such calls to be billed to the terminating subscriber, rather than to the originating party. Both installation and monthly charges apply. Usage charges are based on accumulated minutes of use and rated on duration and time-of-day/day-of-week basis. Calls are timed in 1/10th minute increments, after the initial thirty seconds. A discount plan applies to usage over a specified combined inter/intrastate amount.

5.22.1 Per Minute Rates

| | Per Minute |
|---------------|------------|
| Day | 0.192 |
| Evening | 0.177 |
| Night/Weekend | 0.163 |

5.20.2 Discounts (applied to interstate and intrastate usage)

| | |
|-------------|-----|
| 50 to 335 | 5% |
| 335 to 1250 | 10% |
| Over 1,250 | 15% |

5.20.3 Installation Fee \$95.00, per line

5.20.4 Monthly Recurring Charge \$35.00, per line

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.22 Delta Equal Access

When an exchange, or portion of an exchange, becomes arranged for equal access, service from the interexchange carrier chosen as the primary carrier by the local subscriber is accessed by dialing the digit "1" and the telephone number of the called party. Or, when another carrier is chosen as primary carrier by the local subscriber, Delta Equal Access Service may be accessed by dialing "10233" and the telephone number of the called party. In either situation, Equal Access Service enables the subscriber to call stations of any domestic telephone system. Usage charges are based on accumulated minutes of use, and rated on duration and time-of-day basis. Calls are timed in full minute increments.

5.22.1 Per Minute Rate

The following per minute of usage rates apply to calls which originate and terminate within the Continental U.S., Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands:

| Day | | Evening | | Night/Weekend | |
|------------|-------|----------------|-------|----------------------|-------|
| Initial | Add'l | Initial | Add'l | Initial | Add'l |
| 0.20 | 0.20 | 0.13 | 0.13 | 0.12 | 0.12 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.23 Custom Design WATS

Custom Design WATS service is an equal access or dial-up toll service, where calls originate over the subscriber's local Exchange service line and are rated on a duration and time-of-day/day-of-week basis. Both installation and monthly charges apply. Usage charges are based on accumulated minutes of use and whether the call originates and terminates within or outside the states of Alabama, Florida, Georgia, Tennessee, and Mississippi (Delta Band). A discount plan applies to usage over a specified combined inter/intrastate amount. Timing is in 1/10th minute increments, after the initial thirty (30) seconds of each call.

5.23.1 Rates

| BAND | PER MINUTE | | |
|---------------------|------------|---------|-------|
| | DAY | EVENING | NIGHT |
| Delta Band | 0.185 | 0.133 | 0.125 |
| 0-292 (National) | 0.207 | 0.145 | 0.109 |
| 293-430 (National) | 0.210 | 0.157 | 0.119 |
| 431-925 (National) | 0.225 | 0.172 | 0.125 |
| 926-1910 (National) | 0.244 | 0.175 | 0.131 |
| 1910+ (National) | 0.260 | 0.185 | 0.138 |

| | |
|--------------------------|---------------------|
| Installation Charge | \$15.00 per account |
| Monthly Recurring Charge | \$ 5.00 per account |

5.24 Delta MTS a/k/a Smart Talk

When an exchange, or portion of an exchange, becomes arranged for equal access, service from the interexchange carrier chosen as the primary carrier by the local subscriber is accessed by dialing the digit "1" and the telephone number of the called party. Or, when another carrier is chosen as primary carrier by the local subscriber, Delta MTS service may be accessed by dialing "10233" and the telephone number of the called party. In either situation, Delta MTS service enables the subscriber to call stations of any domestic telephone system. Usage charges are based on accumulated minutes of use, and rated on duration and time-of-day basis. Calls are timed in full minute increments.

5.24.1 Rates

| | Per Minute |
|---------------|------------|
| Day | 0.22 |
| Evening | 0.15 |
| Night/Weekend | 0.12 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.25 Service Term Agreement**

The Company's Service Term Agreement provides discounts to all Destiny classes of service described within this Price List. Discounts for the Company's Service Term Agreement has two basic "Discount Categories": (1) Switched and (2) Dedicated. To receive the discounts offered in the service term agreement, the Customer must agree to meet a specific "Average Monthly Usage" for at least one corresponding "Discount Category," and to a term of 1, 2 or 3 years. For agreeing to use Destiny Classic for a particular length of time, the Customer will receive discounts of 8%, 14%, or 17% off the total amount of usage, excluding directory assistance, for each month during the term. To qualify for a discount, the Customer must meet the "Average Monthly Usage," which is established during the first six months of the term agreement. The Customer's "Average Monthly Usage," which must be maintained throughout the remainder of the service term, is determined by adding each month's usage and dividing by six.

If the Customer's usage declines during any month, by 50% or more of the average monthly usage within the first six months of the term, the Customer will not receive a discount on the services for that month, and the Company may terminate the agreement. Should the Company terminate the agreement as described above, the Customer shall be responsible for immediate payment of a "Discontinuance Charge". The Customer will also be responsible for the "Discontinuance Charge" if the Customer's service is terminated for non-payment. The Customer may discontinue service without incurring a charge for early discontinuance by giving written notice to the Company at any time before the end of the sixth month of the term. The "Discontinuance Charge" is equal to the total of all waived installation charges, term discounts, and any incentives received during the term. All Customer notices of discontinuance must be delivered to the Company in accordance with the notice requirements in Section 2.

The following "Discount Categories" and corresponding "Discounts," and "Term" lengths are applicable to the Company's Service Term Agreement:

| Discount Categories | Switched or Dedicated | Switched or Dedicated | Switched or Dedicated |
|----------------------------|------------------------------|------------------------------|------------------------------|
| Terms | 1 Year | 2 Years | 3 Years |
| Discounts | 8% | 14% | 17% |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.26 Destiny Classic**

Destiny is offered as four separate classes of service. These classes of service are (1) Destiny Classic Switched, (2) Destiny Classic Dedicated, (3) Destiny Classic Switched-Association and (4) Destiny Classic Dedicated-Association. Destiny Classic Switched and Destiny Classic Switched-Association are switched access services; and Destiny Classic Dedicated and Destiny Classic Dedicated-Association are dedicated access services. Unlike other Destiny services, to subscribe to Destiny Classic Switched-Association and Destiny Classic Dedicated-Association the subscribers must belong to a recognized professional or trade association. Calls over all Destiny's classes of service are divided into the following traffic types:

1. Outbound Toll - All long distance calls which originate from either the subscriber's switched or dedicated access lines, and are subsequently terminated to points within the continental U.S.
2. Inbound Toll Free - All toll free calls which terminate to the subscriber's switched or dedicated access lines.
3. Card - All calls where the subscriber uses a personalized, plastic card describing a toll free access number, an Authorization Code, and dialing instructions in accessing the Company's switching facility; and whereby the dialed call is subsequently terminated to a point within the continental U.S. A surcharge applies per call billed to a calling card.

Usage charges are based on class of service and accumulated minutes of use by traffic type as described in the preceding 1, 2 and 3. All Destiny calls are rated based on flat rates and duration of call. There is no charge for unanswered calls. Timing for all Destiny traffic types is in six (6) second increments after the initial eighteen (18) seconds of each call. Volume Discounts apply; and term discounts apply when elected by the subscriber.

Volume Discounts are applicable to each traffic type when combined dollar volumes for Destiny Classic Switched and Destiny Classic Dedicated services or Destiny Classic Switched-Association and Destiny Classic Dedicated-Association services described herein, equal a Volume Discount Level as described in Section 4 of this Price List. In no event, however, shall dollar volumes for traffic types of Destiny Classic Switched-Association and Destiny Classic Dedicated-Association be combined with Destiny Classic Switched and Destiny Classic Dedicated traffic types to determine volume or term discounts.

Customers who enter into a term agreement must meet a "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.26 Destiny Classic (continued)**

If the Customer has entered into a term agreement and cancels service before the expiration of the term, due to customer service, sales support or network quality, the Customer will be responsible for usage to date of effective cancellation.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 1year term agreement. A surcharge applies per call billed to a calling card.

5.26.1 Destiny Classic Rates

Usage charges per minute for all times-of day/days-of-week (Flat Rate):

| | Switched | Dedicated | Switched Association | Dedicated Association |
|----------|-----------------|------------------|-----------------------------|------------------------------|
| Outbound | 0.193 | 0.124 | 0.193 | 0.124 |
| Inbound | 0.197 | 0.129 | 0.197 | 0.129 |
| Card | 0.270 | 0.270 | 0.270 | 0.270 |

5.26.2 Volume Discounts

The following rates by traffic type are applicable for each of the respective Destiny Classic classes of service when the corresponding Volume Discount Levels are achieved.

Destiny Classic Switched

| Volume Discount Levels | Outbound | Toll Free | Calling Card |
|-------------------------------|-----------------|------------------|---------------------|
| \$150.00 | 0.187 | 0.191 | 0.262 |
| \$301.00 | 0.181 | 0.185 | 0.254 |
| \$751.00 | 0.178 | 0.181 | 0.248 |
| \$1001.00 | 0.170 | 0.173 | 0.238 |
| \$1501.00 | 0.166 | 0.169 | 0.232 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.26 Destiny Classic (continued)****5.26.2 Volume Discounts (continued)****Destiny Classic Dedicated**

| Volume Discount Levels | Outbound | Toll Free | Calling Card |
|-------------------------------|-----------------|------------------|---------------------|
| \$2501.00 | 0.120 | 0.125 | 0.262 |
| \$4001.00 | 0.117 | 0.121 | 0.254 |
| \$7501.00 | 0.114 | 0.119 | 0.248 |
| \$12001.00 | 0.109 | 0.114 | 0.238 |
| \$20001.00 | 0.107 | 0.111 | 0.232 |

Destiny Classic Switched - Association

| Volume Discount Levels | Outbound | Toll Free | Calling Card |
|-------------------------------|-----------------|------------------|---------------------|
| \$0.00 | 0.183 | 0.187 | 0.257 |
| \$150.00 | 0.178 | 0.182 | 0.249 |
| \$301.00 | 0.172 | 0.176 | 0.241 |
| \$751.00 | 0.169 | 0.172 | 0.236 |
| \$1001.00 | 0.161 | 0.165 | 0.226 |
| \$1501.00 | 0.158 | 0.161 | 0.221 |

Destiny Classic Dedicated - Association

| Volume Discount Levels | Outbound | Toll Free | Calling Card |
|-------------------------------|-----------------|------------------|---------------------|
| \$0.00 | 0.120 | 0.125 | 0.257 |
| \$2501.00 | 0.117 | 0.121 | 0.249 |
| \$4001.00 | 0.113 | 0.118 | 0.241 |
| \$7501.00 | 0.111 | 0.115 | 0.236 |
| \$12001.00 | 0.106 | 0.110 | 0.226 |
| \$20001.00 | 0.103 | 0.108 | 0.221 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.26 Destiny Classic (continued)****5.26.3 Term Discounts**

The following rates by traffic type and corresponding Term Discount Levels are applicable for each of the respective Destiny Classic classes of service when the subscriber achieves a “Average Usage Commitment.”

Destiny Classic Switched - Outbound

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.178 | 0.166 | 0.160 |
| \$151.00 | 0.172 | 0.161 | 0.155 |
| \$301.00 | 0.167 | 0.156 | 0.151 |
| \$751.00 | 0.163 | 0.153 | 0.147 |
| \$1001.00 | 0.156 | 0.146 | 0.141 |
| \$1501.00 | 0.153 | 0.143 | 0.138 |

Destiny Classic – Toll Free

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.181 | 0.169 | 0.164 |
| \$151.00 | 0.176 | 0.164 | 0.159 |
| \$301.00 | 0.170 | 0.159 | 0.154 |
| \$751.00 | 0.167 | 0.156 | 0.150 |
| \$1001.00 | 0.159 | 0.149 | 0.144 |
| \$1501.00 | 0.156 | 0.146 | 0.141 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.26 Destiny Classic (continued)****5.26.3 Term Discounts (continued)****Destiny Classic – Card**

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.248 | 0.232 | 0.224 |
| \$151.00 | 0.241 | 0.225 | 0.217 |
| \$301.00 | 0.233 | 0.218 | 0.211 |
| \$751.00 | 0.229 | 0.214 | 0.206 |
| \$1001.00 | 0.219 | 0.204 | 0.197 |
| \$1501.00 | 0.214 | 0.200 | 0.193 |

Destiny Classic Dedicated - Outbound

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.114 | 0.107 | 0.103 |
| \$2500.00 | 0.111 | 0.103 | 0.100 |
| \$4001.00 | 0.107 | 0.100 | 0.097 |
| \$7501.00 | 0.105 | 0.098 | 0.095 |
| \$12001.00 | 0.100 | 0.094 | 0.091 |
| \$20001.00 | 0.098 | 0.092 | 0.089 |
| \$35001.00 | 0.094 | 0.087 | 0.084 |
| \$50001.00 | 0.091 | 0.085 | 0.082 |
| \$75001.00 | 0.088 | 0.082 | 0.079 |
| \$100000.00 + | 0.084 | 0.079 | 0.076 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.26 Destiny Classic (continued)****5.26.3 Term Discounts (continued)****Destiny Classic Dedicated – Toll Free**

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.119 | 0.111 | 0.107 |
| \$2501.00 | 0.115 | 0.108 | 0.104 |
| \$4001.00 | 0.112 | 0.104 | 0.101 |
| \$7501.00 | 0.109 | 0.102 | 0.099 |
| \$12001.00 | 0.104 | 0.098 | 0.094 |
| \$20001.00 | 0.102 | 0.095 | 0.092 |
| \$35001.00 | 0.097 | 0.091 | 0.088 |
| \$50001.00 | 0.095 | 0.089 | 0.086 |
| \$75001.00 | 0.091 | 0.085 | 0.082 |
| \$100000.00 + | 0.088 | 0.082 | 0.079 |

Destiny Classic - Card

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.248 | 0.232 | 0.224 |
| \$2501.00 | 0.241 | 0.225 | 0.217 |
| \$4001.00 | 0.233 | 0.218 | 0.211 |
| \$7501.00 | 0.229 | 0.214 | 0.206 |
| \$12001.00 | 0.219 | 0.204 | 0.197 |
| \$20001.00 | 0.214 | 0.200 | 0.193 |

Destiny Classic Switched – Association - Outbound

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.169 | 0.158 | 0.152 |
| \$151.00 | 0.164 | 0.153 | 0.148 |
| \$301.00 | 0.159 | 0.148 | 0.143 |
| \$751.00 | 0.155 | 0.145 | 0.140 |
| \$1001.00 | 0.148 | 0.139 | 0.134 |
| \$1501.00 | 0.145 | 0.136 | 0.131 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.26 Destiny Classic (continued)****5.26.3 Term Discounts (continued)****Destiny Classic Switched – Association – Toll Free**

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.172 | 0.161 | 0.155 |
| \$151.00 | 0.167 | 0.156 | 0.151 |
| \$301.00 | 0.162 | 0.151 | 0.146 |
| \$751.00 | 0.158 | 0.148 | 0.143 |
| \$1001.00 | 0.152 | 0.142 | 0.137 |
| \$1501.00 | 0.148 | 0.138 | 0.134 |

Destiny Classic Switched – Association – Card

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.236 | 0.221 | 0.213 |
| \$151.00 | 0.229 | 0.214 | 0.207 |
| \$301.00 | 0.222 | 0.207 | 0.200 |
| \$751.00 | 0.217 | 0.203 | 0.196 |
| \$1001.00 | 0.208 | 0.194 | 0.187 |
| \$1501.00 | 0.203 | 0.190 | 0.183 |

Destiny Classic Dedicated – Association – Outbound

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.111 | 0.103 | 0.100 |
| \$2501.00 | 0.107 | 0.100 | 0.097 |
| \$4001.00 | 0.104 | 0.097 | 0.094 |
| \$7501.00 | 0.102 | 0.095 | 0.092 |
| \$12001.00 | 0.097 | 0.091 | 0.088 |
| \$20001.00 | 0.095 | 0.089 | 0.086 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.26 Destiny Classic (continued)****5.26.3 Term Discounts (continued)****Destiny Classic Dedicated – Association – Toll Free**

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.115 | 0.108 | 0.104 |
| \$2501.00 | 0.112 | 0.104 | 0.101 |
| \$4001.00 | 0.108 | 0.101 | 0.098 |
| \$7501.00 | 0.106 | 0.099 | 0.096 |
| \$12001.00 | 0.101 | 0.095 | 0.091 |
| \$20001.00 | 0.099 | 0.093 | 0.089 |

Destiny Classic Dedicated – Association – Card

| Term Discount Levels | 12 Months | 24 Months | 36 Months |
|-----------------------------|------------------|------------------|------------------|
| \$0.00 | 0.236 | 0.221 | 0.213 |
| \$2501.00 | 0.229 | 0.214 | 0.207 |
| \$4001.00 | 0.222 | 0.207 | 0.200 |
| \$7501.00 | 0.217 | 0.203 | 0.196 |
| \$12001.00 | 0.208 | 0.194 | 0.187 |
| \$20001.00 | 0.203 | 0.190 | 0.183 |

5.26.4 Monthly Recurring Charges**Charge for each Toll Free number:** \$3.00**Charge for Authorization Code:** \$40.00 per 100 Pins**Charge for Autodialers:** \$3.00 per access line**5.26.5 Calling Card Surcharge:** \$0.40 (Applies to Destiny Classic and Destiny Classic for Associations calling card calls)

In addition to all other rates prescribed herein, the subscriber shall reimburse the Company for all such charges imposed by a local exchange carrier for provision of dedicated or any other service or facility not provided by the Company.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.27 Destiny Classic with Off-Peak**

Destiny Classic with Off-Peak is rated on the basis of accumulated minutes of use by traffic type, duration of the call and on a time-of-day basis. There is no charge for unanswered calls. Timing is in 6 second increments, after the initial 18 seconds of each call. The Customer may choose to enter into a 12, 24, or 36 month term agreement and discounts available to the Customer for the term periods listed are 8%, 14%, and 17%, respectively, of their total monthly usage. Volume Discounts apply.

Customers who enter into a term agreement must meet a "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, due to customer service, sales support or network quality, the Customer will be responsible for usage to date of effective cancellation.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 1 year term agreement. A surcharge applies per call billed to a calling card.

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.27 Destiny Classic with Off-Peak (continued)

5.27.1 Destiny Classic with Off-Peak – Dedicated – Outbound

| | Volume Discount | Discount Rate – Day | Discount Rate – Evening/Night |
|------------------|------------------------|----------------------------|--------------------------------------|
| Base | 0% | 0.137 | 0.105 |
| \$2500-\$4000 | 3% | 0.133 | 0.102 |
| \$4001-\$7500 | 6% | 0.129 | 0.099 |
| \$7501-\$12000 | 8% | 0.126 | 0.097 |
| \$12001-\$20000 | 12% | 0.121 | 0.092 |
| \$20001-\$35000 | 14% | 0.118 | 0.090 |
| \$35001-\$50000 | 18% | 0.112 | 0.086 |
| \$50001-\$75000 | 20% | 0.110 | 0.084 |
| \$75001-\$100000 | 23% | 0.105 | 0.081 |
| \$100001 + | 26% | 0.101 | 0.078 |

| | 12 Months Term Discount (8%) | | 24 Months Term Discount (14%) | | 36 Months Term Discount (17%) | |
|------------------|-------------------------------------|------------------|--------------------------------------|------------------|--------------------------------------|------------------|
| | Day | Eve/Night | Day | Eve/Night | Day | Eve/Night |
| Base | 0.126 | 0.097 | 0.118 | 0.090 | 0.114 | 0.087 |
| \$2500-\$4000 | 0.122 | 0.094 | 0.114 | 0.088 | 0.110 | 0.085 |
| \$4001-\$7500 | 0.118 | 0.091 | 0.111 | 0.085 | 0.107 | 0.082 |
| \$7501-\$12000 | 0.116 | 0.089 | 0.108 | 0.083 | 0.105 | 0.080 |
| \$12001-\$35000 | 0.108 | 0.083 | 0.101 | 0.078 | 0.098 | 0.075 |
| \$35001-\$50000 | 0.103 | 0.079 | 0.097 | 0.074 | 0.093 | 0.071 |
| \$50001-\$75000 | 0.101 | 0.077 | 0.094 | 0.072 | 0.091 | 0.070 |
| \$75001-\$100000 | 0.097 | 0.074 | 0.091 | 0.070 | 0.088 | 0.067 |
| \$100001 + | 0.093 | 0.071 | 0.087 | 0.067 | 0.084 | 0.064 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.27 Destiny Classic with Off-Peak (continued)

5.27.2 Destiny Classic with Off-Peak – Dedicated – Toll Free

| | Volume Discount | Discount Rate – Day | Discount Rate – Evening/Night |
|------------------|------------------------|----------------------------|--------------------------------------|
| Base | 0% | 0.141 | 0.109 |
| \$2500-\$4000 | 3% | 0.137 | 0.106 |
| \$4001-\$7500 | 6% | 0.133 | 0.102 |
| \$7501-\$12000 | 8% | 0.130 | 0.100 |
| \$12001-\$20000 | 12% | 0.124 | 0.096 |
| \$20001-\$35000 | 14% | 0.121 | 0.094 |
| \$35001-\$50000 | 18% | 0.116 | 0.089 |
| \$50001-\$75000 | 20% | 0.113 | 0.087 |
| \$75001-\$100000 | 23% | 0.109 | 0.084 |
| \$100001 + | 26% | 0.104 | 0.081 |

| | 12 Months Term Discount (8%) | | 24 Months Term Discount (14%) | | 36 Months Term Discount (17%) | |
|------------------|-------------------------------------|------------------|--------------------------------------|------------------|--------------------------------------|------------------|
| | Day | Eve/Night | Day | Eve/Night | Day | Eve/Night |
| Base | 0.130 | 0.100 | 0.121 | 0.094 | 0.117 | 0.090 |
| \$2500-\$4000 | 0.126 | 0.097 | 0.118 | 0.091 | 0.114 | 0.088 |
| \$4001-\$7500 | 0.122 | 0.094 | 0.114 | 0.088 | 0.110 | 0.085 |
| \$7501-\$12000 | 0.119 | 0.092 | 0.112 | 0.086 | 0.108 | 0.083 |
| \$12001-\$20000 | 0.114 | 0.088 | 0.107 | 0.082 | 0.103 | 0.080 |
| \$20001-\$35000 | 0.112 | 0.086 | 0.104 | 0.081 | 0.101 | 0.078 |
| \$35001-\$50000 | 0.106 | 0.082 | 0.099 | 0.077 | 0.096 | 0.074 |
| \$50001-\$75000 | 0.104 | 0.080 | 0.097 | 0.075 | 0.094 | 0.072 |
| \$75001-\$100000 | 0.100 | 0.077 | 0.093 | 0.072 | 0.090 | 0.070 |
| \$100001 + | 0.096 | 0.074 | 0.090 | 0.069 | 0.087 | 0.067 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.27 Destiny Classic with Off-Peak (continued)

5.27.3 Destiny Classic with Off-Peak – Dedicated – Card

| | Volume Discount | Discount Rate – Day |
|-----------------|------------------------|----------------------------|
| Base | 0% | 0.270 |
| \$2500-\$4000 | 3% | 0.262 |
| \$4001-\$7500 | 6% | 0.254 |
| \$7501-\$12000 | 8% | 0.248 |
| \$12001-\$20000 | 12% | 0.238 |
| \$20001-\$25000 | 14% | 0.232 |

| | 12 Months Term Discount (8%) | | 24 Months Term Discount (14%) | | 36 Months Term Discount (17%) | |
|-----------------|---------------------------------------------|------------------|----------------------------------------------|------------------|----------------------------------------------|------------------|
| | Day | Eve/Night | Day | Eve/Night | Day | Eve/Night |
| Base | 0.248 | 0.248 | 0.232 | 0.232 | 0.224 | 0.224 |
| \$2500-\$4000 | 0.241 | 0.241 | 0.225 | 0.225 | 0.217 | 0.217 |
| \$4001-\$7500 | 0.233 | 0.233 | 0.218 | 0.218 | 0.211 | 0.211 |
| \$7501-\$12000 | 0.229 | 0.229 | 0.214 | 0.214 | 0.206 | 0.206 |
| \$12001-\$20000 | 0.219 | 0.219 | 0.204 | 0.204 | 0.197 | 0.197 |
| \$20001-\$35000 | 0.214 | 0.214 | 0.200 | 0.200 | 0.193 | 0.193 |

Calling Card Surcharge: \$0.40

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.27 Destiny Classic with Off-Peak (continued)****5.27.4 Destiny Classic with Off-Peak – Switched – Outbound**

| | Volume Discount | Discount Rate – Day | Discount Rate – Evening/Night |
|---------------|------------------------|----------------------------|--------------------------------------|
| Base | 0% | 0.222 | 0.150 |
| \$150-\$300 | 3% | 0.215 | 0.146 |
| \$301-\$750 | 6% | 0.209 | 0.141 |
| \$751-\$1000 | 8% | 0.204 | 0.138 |
| \$1001-\$1500 | 12% | 0.195 | 0.132 |
| \$1501 + | 14% | 0.191 | 0.129 |

| | 12 Months Term Discount (8%) | | 24 Months Term Discount (14%) | | 36 Months Term Discount (17%) | |
|--------------|-------------------------------------|------------------|--------------------------------------|------------------|--------------------------------------|------------------|
| | Day | Eve/Night | Day | Eve/Night | Day | Eve/Night |
| Base | 0.204 | 0.138 | 0.191 | 0.129 | 0.184 | 0.125 |
| \$150-\$300 | 0.198 | 0.134 | 0.185 | 0.125 | 0.179 | 0.121 |
| \$301-\$750 | 0.192 | 0.130 | 0.179 | 0.121 | 0.173 | 0.117 |
| \$751-\$1000 | 0.180 | 0.121 | 0.168 | 0.114 | 0.162 | 0.110 |
| \$1501 + | 0.176 | 0.119 | 0.164 | 0.111 | 0.158 | 0.107 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.27 Destiny Classic with Off-Peak (continued)****5.27.5 Destiny Classic with Off-Peak – Switched – Toll Free**

| | Volume Discount | Discount Rate – Day | Discount Rate – Evening/Night |
|---------------|------------------------|----------------------------|--------------------------------------|
| Base | 0% | 0.227 | 0.155 |
| \$150-\$300 | 3% | 0.220 | 0.150 |
| \$301-\$750 | 6% | 0.213 | 0.146 |
| \$751-\$1000 | 8% | 0.209 | 0.143 |
| \$1001-\$1500 | 12% | 0.200 | 0.136 |
| \$1501 + | 14% | 0.195 | 0.133 |

| | 12 Months Term Discount (8%) | | 24 Months Term Discount (14%) | | 36 Months Term Discount (17%) | |
|---------------|-------------------------------------|------------------|--------------------------------------|------------------|--------------------------------------|------------------|
| | Day | Eve/Night | Day | Eve/Night | Day | Eve/Night |
| Base | 0.209 | 0.143 | 0.195 | 0.133 | 0.188 | 0.129 |
| \$150-\$300 | 0.203 | 0.138 | 0.189 | 0.129 | 0.183 | 0.125 |
| \$301-\$750 | 0.196 | 0.134 | 0.184 | 0.125 | 0.177 | 0.121 |
| \$751-\$1000 | 0.192 | 0.131 | 0.180 | 0.123 | 0.173 | 0.118 |
| \$1001-\$1500 | 0.184 | 0.125 | 0.172 | 0.117 | 0.166 | 0.113 |
| \$1501 + | 0.180 | 0.123 | 0.168 | 0.115 | 0.162 | 0.111 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.27 Destiny Classic with Off-Peak (continued)

5.27.6 Destiny Classic with Off-Peak – Switched – Card

| | Volume Discount | Discount Rate – Day |
|---------------|------------------------|----------------------------|
| Base | 0% | 0.270 |
| \$150-\$300 | 3% | 0.262 |
| \$301-\$750 | 6% | 0.254 |
| \$751-\$1000 | 8% | 0.248 |
| \$1001-\$1500 | 12% | 0.238 |
| \$1501 + | 14% | 0.232 |

| | 12 Months Term Discount (8%) | | 24 Months Term Discount (14%) | | 36 Months Term Discount (17%) | |
|---------------|-------------------------------------|-----------|--------------------------------------|-----------|--------------------------------------|-----------|
| | Day | Eve/Night | Day | Eve/Night | Day | Eve/Night |
| Base | 0.248 | 0.248 | 0.232 | 0.232 | 0.224 | 0.224 |
| \$150-\$300 | 0.241 | 0.241 | 0.225 | 0.225 | 0.217 | 0.217 |
| \$301-\$750 | 0.233 | 0.233 | 0.218 | 0.218 | 0.211 | 0.211 |
| \$751-\$1000 | 0.229 | 0.229 | 0.214 | 0.214 | 0.206 | 0.206 |
| \$1001-\$1500 | 0.219 | 0.219 | 0.204 | 0.204 | 0.197 | 0.197 |
| \$1501 + | 0.214 | 0.214 | 0.200 | 0.200 | 0.193 | 0.193 |

Calling Card Surcharge: \$0.40

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)
5.28 Personal 800

Personal 800 is an inbound, residential, toll free service offering that enables the subscriber to receive calls from any domestic telephone system over the subscriber's local exchange service line. The charges for such calls are billed to the terminating subscriber, rather than to the originating party. Usage charges are based on accumulated minutes of use. Calls are rated based on a flat rate and duration. Calls are timed in full minute increments, after the initial minute. A volume discount plan applies to usage over a specified, combined inter/intrastate amount. Monthly recurring charges apply.

5.28.1 Rates, per minute

| | |
|--------------------------------------|--------|
| Usage charge per minute, flat rate | 0.22 |
| Volume Discount – Usage over \$25.00 | 10% |
| Monthly Recurring Charge | \$3.00 |

5.29 Family Connections Plus

Family Connections Plus is only offered to residential Customers. Family Connections Plus is timed in full minute increments and is rated on a time-of-day basis. No volume discounts apply. A surcharge applies per call billed to a calling card.

5.29.1 Switched Rates

| | |
|---------------|-------|
| Day | 0.210 |
| Evening | 0.120 |
| Night/Weekend | 0.100 |

5.29.2 Family Connections Plus Toll Free Rates

| | |
|---------------|-------|
| Day | 0.205 |
| Evening | 0.205 |
| Night/Weekend | 0.205 |

5.29.3 Family Connections Plus Card Rates

| | |
|------------------------|-------|
| Day | 0.250 |
| Evening | 0.250 |
| Night/Weekend | 0.250 |
| Calling Card Surcharge | 0.400 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.30 Delta-Net**

Delta-Net is a customized, virtual, telecommunications, network service which is designed for multi-location companies. Delta-Net provides discounted, long distance service between company locations, as well as all long distance calls to the entire continental U.S. Significant, monthly, volume discounts are applied when specific, combined, inter/intra-state usage levels are reached. Calls over Delta-Net may originate and terminate over both switched and dedicated facilities. Calls over Delta-Net are divided into the following traffic types:

1. Off-Net to Off-Net - Calls originating on switched access facilities and terminating on switched access facilities.
2. On-Net to Off-Net (or vice versa) - Calls that originate on dedicated access facilities and terminate on switched access facilities.
3. On-Net to On-Net - Calls that originate on dedicated access facilities and terminate on dedicated access facilities.

Usage charges are based on accumulated minutes of use, the type of call (as described in the preceding 1, 2, and 3), and whether the call terminates within or outside the states of Alabama, Florida, Georgia, Tennessee, and Mississippi. Calls are rated on the basis of duration and time-of-day. Both installation and monthly charges are applicable per the number of company locations. Timing is in 1/10th minute increments, and there is a minimum service term of twelve months.

5.30.1 Rates – per minute

| Mileage Band | On-Net to On-Net | | | Off-Net to Off-Net | | | On-Net to Off-Net/Off-Net to On-Net | | |
|-----------------|------------------|--------|--------|--------------------|--------|--------|----------------------------------------|--------|--------|
| | Day | Eve | Night | Day | Eve | Night | Day | Eve | Night |
| 0-292 | 0.0650 | 0.0455 | 0.0455 | 0.1810 | 0.1267 | 0.1267 | 0.1290 | 0.0903 | 0.0903 |
| 293-430 | 0.0930 | 0.0651 | 0.0651 | 0.1920 | 0.1344 | 0.1344 | 0.1450 | 0.1015 | 0.1015 |
| 431-925 | 0.1060 | 0.0742 | 0.0742 | 0.1990 | 0.1393 | 0.1393 | 0.1570 | 0.1099 | 0.1099 |
| 926-1910 | 0.1180 | 0.0826 | 0.0826 | 0.1990 | 0.1393 | 0.1393 | 0.1650 | 0.1155 | 0.1155 |
| 1911-9999 | 0.1270 | 0.0889 | 0.0889 | 0.1990 | 0.1393 | 0.1393 | 0.1710 | 0.1197 | 0.1197 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.30 Delta-Net (continued)****5.30.2 Volume Discounts**

| VOLUME LEVEL | DISCOUNT |
|-----------------------|-----------------|
| \$2500.01 – 4000.00 | 5% |
| \$4000.01 - 7000.00 | 7% |
| \$7000.01 – 10000.00 | 10% |
| \$10000.01 – 15000.00 | 15% |
| \$15000.01 – 25000.00 | 18% |
| \$25000.01 + | 21% |

5.30.3 Installation Charges, per locations

| | |
|---------|---------|
| Off-Net | \$15.00 |
| On-Net | \$30.00 |

5.30.4 Monthly Recurring Charges, per locations*

| | |
|---------|---------|
| Off-Net | \$8.00 |
| On-Net | \$25.00 |

5.30.5 Time of Day Discount: 30% Evening and Night

* In addition to all other rates prescribed herein, the subscriber shall reimburse the Company for all such charges imposed by a local exchange carrier for provision of dedicated access and any other service or facility not provided by the company.

The preceding Monthly Volume Discounts, Installation Fees, Minimum Terms, Monthly Recurring Charges, and Time of Day Discounts apply to all classes of Delta-Net.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.31 Responsible Organization (RespOrg)

The Company shall serve as a RespOrg upon the execution of a RespOrg service agreement between the Company and the Customer. The Company RespOrg will perform the function of RespOrg for all Company Inbound Toll Free Service orders unless the Customer requests another RespOrg. Company RespOrg functions include: (a) search for and reservation of toll free numbers in the SMS/800; (b) creating and maintaining the 800 number customer record in the SMS/800; and (c) provision of a single point of contact for trouble reporting. The liabilities and regulations which govern the Company RespOrg are described in Section 2 of this Price List.

5.31.1 Rates

Where the Company serves as a RespOrg for a non-Company Inbound Toll Free Service Customer, the Company will pass on the tariffed Local Exchange Company charges for SMS/800 Database relative services. In addition, the following Company charges will apply.

| | Monthly Recurring Charge | Set-Up Charge |
|-----------------------------------------------------------------------------|---------------------------------|----------------------|
| Set-up/Installation Toll Free Number (per toll free number) | \$0.00 | \$3.00 |
| Modify Toll Free Record (add/change toll free number, or Vertical Features) | \$0.00 | \$3.00 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.32 Premier Advantage**

All Premier Advantage calls are rated based on flat rates and duration of the call. Calls are timed in 6 second increments after the initial 18 seconds of the call. Volume discounts and term discounts are available. Premier Advantage services are divided into the following traffic types: (A) Outbound, (B) Inbound, (C) Calling Card, and (D) International. A surcharge applies per call billed to a calling card. Total usage for these traffic types contribute to the Customer's total volume discounts. Other classes of service (Destiny and Association services) do not combine with this service toward volume discounts. The Customer may choose to enter into a term agreement for a period of 12, 24, or 36 months. Discounts available to the Customer for the term periods listed are 5%, 7%, and 10%, respectively, of their total monthly usage.

Customers who enter into a term agreement must meet a "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, due to customer service, sales support or network quality, the Customer will be responsible for usage to date of effective cancellation.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum twelve (12) month term agreement. A surcharge applies per call billed to a calling card.

Any service with a term agreement option, including Destiny Classic, may be converted to Premier Advantage if the Customer's present term is within six (6) months of expiration and the Customer agrees to sign a new term agreement equal to, or of greater length than, their present term agreement.

Other circumstances which will allow a Customer to convert their service to Premier Advantage include:

- Customers under a present term who wish to convert all services and upgrade their equipment to a T1; and
- Customers who are adding multiple locations and/or new products, provided that there is an increase in the existing account by 50% or more, and the Customer signs a new term agreement or equal or greater length than their current term agreement.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.32 Premier Advantage (continued)****5.32.1 Switched and Toll Free**

| | Volume Discount | Discount Rates | 12 Month Term Discount (5%) | 24 Month Term Discount (7%) | 36 Month Term Discount (10%) |
|---------------|------------------------|-----------------------|------------------------------------|------------------------------------|-------------------------------------|
| Base | 0% | 0.160 | 0.152 | 0.149 | 0.144 |
| \$150 - 500 | 3% | 0.155 | 0.147 | 0.144 | 0.140 |
| \$501 - 1000 | 6% | 0.150 | 0.142 | 0.140 | 0.135 |
| \$1001 - 2000 | 9% | 0.145 | 0.138 | 0.135 | 0.131 |
| \$2001 - 3500 | 10% | 0.144 | 0.136 | 0.133 | 0.129 |
| \$3501 + | 12% | 0.141 | 0.133 | 0.131 | 0.127 |

5.32.2 Dedicated Outbound and Toll Free

| | Volume Discount | Discount Rates | 12 Month Term Discount (5%) | 24 Month Term Discount (7%) | 36 Month Term Discount (10%) |
|------------------|------------------------|-----------------------|------------------------------------|------------------------------------|-------------------------------------|
| Base | 0% | 0.116 | 0.110 | 0.108 | 0.105 |
| \$2500 - 4000 | 5% | 0.110 | 0.105 | 0.102 | 0.099 |
| \$4001 - 7500 | 7% | 0.108 | 0.102 | 0.100 | 0.097 |
| \$7501 - 12000 | 12% | 0.101 | 0.097 | 0.095 | 0.091 |
| \$12001 - 20000 | 14% | 0.099 | 0.095 | 0.092 | 0.089 |
| \$20001 - 35000 | 15% | 0.098 | 0.094 | 0.091 | 0.088 |
| \$35001 - 50000 | 16% | 0.097 | 0.092 | 0.090 | 0.087 |
| \$50001 - 75000 | 17% | 0.096 | 0.091 | 0.089 | 0.086 |
| \$75001 - 100000 | 19% | 0.094 | 0.089 | 0.087 | 0.085 |
| \$100001 + | 20% | 0.092 | 0.088 | 0.086 | 0.084 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.32 Premier Advantage (continued)****5.32.3 Calling Card**

| | Volume Discount | Discount Rates | 12 Month Term Discount (5%) | 24 Month Term Discount (7%) | 36 Month Term Discount (10%) |
|---------------|----------------------------|---------------------------|------------------------------------------------|------------------------------------------------|-------------------------------------------------|
| Base | 0% | 0.275 | 0.262 | 0.256 | 0.281 |
| \$150 - 1000 | 3% | 0.267 | 0.253 | 0.249 | 0.240 |
| \$1001 - 2500 | 6% | 0.259 | 0.245 | 0.241 | 0.233 |
| \$2501 - 5000 | 9% | 0.251 | 0.238 | 0.233 | 0.226 |
| \$5001 - 7500 | 10% | 0.248 | 0.235 | 0.230 | 0.223 |
| \$7501 + | 12% | 0.242 | 0.230 | 0.226 | 0.218 |

Calling Card Surcharge: \$0.4400

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.33 Premier Advantage for Associations**

Premier Advantage for Associations is a discounted long distance business service for Customers belonging to a common professional or trade association. All calls are timed in 6 second increments after the initial 18 seconds of the call. Volume discounts and term discounts are available. Premier Advantage for Associations' services are divided into the following traffic types: (A) Outbound, (B) Inbound, (C) Calling Card, and (D) International. A surcharge applies per call billed to a calling card. Total usage for these traffic types contribute to the member's total volume discounts. Other classes of service do not combine toward volume discounts. This volume discount structure is the same as that of Premier Advantage, although association members receive an additional 5% for switched services and an additional 3% for dedicated services. The Customer may choose to enter into a term agreement for a period of 12 or 24 months and discounts available to the member for the term periods listed above are 5% and 7%, respectively, of their total monthly usage.

Customers who enter into a term agreement must meet a "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, due to customer service, sales support or network quality, the Customer will be responsible for usage to date of effective cancellation.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum twelve (12) month term agreement. A surcharge applies per call billed to a calling card.

Any service with a term agreement option, including Destiny Classic, may be converted to Premier Advantage if the member's present term is within six (6) months of expiration.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.33 Premier Advantage for Associations****5.33.1 Switched and Toll Free**

| | Volume Discount | Discount Rates | Assn. Rates (3%) | 12 Month Term Discount (5%) | 24 Month Term Discount (7%) | 36 Month Term Discount (7%) |
|---------------|------------------------|-----------------------|-------------------------|------------------------------------|------------------------------------|------------------------------------|
| Base | 0% | 0.160 | 0.152 | 0.144 | 0.141 | 0.141 |
| \$150 - 500 | 3% | 0.155 | 0.147 | 0.140 | 0.136 | 0.136 |
| \$501 - 1000 | 6% | 0.150 | 0.142 | 0.135 | 0.132 | 0.132 |
| \$1001 - 2000 | 9% | 0.145 | 0.138 | 0.131 | 0.129 | 0.129 |
| \$2001 - 3500 | 10% | 0.144 | 0.136 | 0.130 | 0.127 | 0.127 |
| \$3501 + | 12% | 0.141 | 0.133 | 0.127 | 0.124 | 0.124 |

5.33.2 Dedicated Outbound and Toll Free

| | Volume Discount | Discount Rates | Assn. Rates (3%) | 12 Month Term Discount (5%) | 24 Month Term Discount (7%) | 36 Month Term Discount (7%) |
|---------------|------------------------|-----------------------|-------------------------|------------------------------------|------------------------------------|------------------------------------|
| Base | 0% | 0.116 | 0.112 | 0.107 | 0.105 | 0.105 |
| \$2500-4000 | 5% | 0.110 | 0.107 | 0.101 | 0.099 | 0.099 |
| \$4001-7000 | 7% | 0.108 | 0.105 | 0.099 | 0.097 | 0.097 |
| \$7001-12000 | 12% | 0.102 | 0.099 | 0.094 | 0.092 | 0.092 |
| \$12001-20000 | 14% | 0.100 | 0.097 | 0.091 | 0.090 | 0.090 |
| \$20001 + | 15% | 0.099 | 0.096 | 0.090 | 0.089 | 0.089 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.33 Premier Advantage for Associations (continued)****5.33.3 Calling Card**

| | Volume Discount | Discount Rates | Assn. Rates (3%) | 12 Month Term Discount (5%) | 24 Month Term Discount (7%) | 36 Month Term Discount (7%) |
|---------------|------------------------|-----------------------|-------------------------|------------------------------------|------------------------------------|------------------------------------|
| Base | 0% | 0.275 | 0.262 | 0.293 | 0.243 | 0.243 |
| \$150 - 1000 | 3% | 0.267 | 0.253 | 0.241 | 0.235 | 0.235 |
| \$1001 - 2500 | 6% | 0.259 | 0.245 | 0.233 | 0.229 | 0.229 |
| \$2501 - 5000 | 9% | 0.251 | 0.238 | 0.226 | 0.221 | 0.221 |
| \$5001 - 7500 | 10% | 0.248 | 0.235 | 0.223 | 0.219 | 0.219 |
| \$7501 + | 12% | 0.242 | 0.230 | 0.219 | 0.213 | 0.213 |

Calling Card Surcharge: \$0.4400**5.34 700 Service**

The Company provides the Customer with (1+) 700 access for intraLATA call processing. 700 Service enables the Customer to retain a single toll bill and call accountability. 700 service calls contribute to the Customer's call volume for volume and term discounts. Toll usage is rated at the service selected by the Customer.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.35 Special Offering****5.35.1 Interstate/Intrastate InterLATA Long Distance Service**

"Interstate/Intrastate InterLATA Long Distance Service" is a customized telecommunications network service which is offered only to state government per the award under ITB 97-X-2036192. The service provides Intrastate InterLATA long distance service as well as long distance service to the entire continental U.S. Calls over this service may originate and terminate over both switched and dedicated facilities. Calls over this service are divided into the following traffic types:

1. Off-Net to Off-Net - Calls originating on switched access facilities and terminating on switched access facilities.
2. On-Net to Off-Net (or vice versa) - Calls that originate on dedicated access facilities and terminate on switched access facilities.
3. On-Net to On-Net - Calls that originate on dedicated access facilities and terminate on dedicated access facilities.

Usage charges for both dedicated and switched services are based on accumulated minutes of use and the type of call (as described in the preceding 1, 2, and 3). There are no time of day or day of week distinctions for either dedicated or switched services. There are no monthly recurring or installation charges for switched service.

The monthly recurring and installation charge for dedicated service shall be an amount equal to the flat monthly charge tariffed by the providing Local Exchange Carrier. The exception to the installation charge is that the initial installation charge is waived. Timing for both dedicated and switched calls are in six (6) second increments, after the initial eighteen (18) seconds of each call. The minimum term for this service will be three (3) years, with two (2) optional one (1) year term extensions.

(A) Dedicated Per Minute of Usage

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------|--------|--------|--------|--------|--------|
| AL On-Net to On-Net | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| AL On-Net to Off-Net | 0.049 | 0.0475 | 0.046 | 0.0445 | 0.0430 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.35 Special Offering

5.35.1 Interstate/Intrastate InterLATA Long Distance Service (continued)

(B) Switched Per Minute of Usage

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------|--------|--------|--------|--------|--------|
| AL Off-Net to On-Net | 0.049 | 0.0475 | 0.046 | 0.0445 | 0.0430 |
| AL Off-Net to Off-Net | 0.075 | 0.0735 | 0.072 | 0.0705 | 0.0690 |

(C) Time of Day Discount. There is no time of day discount for either switched or dedicated services.

(D) Minimum Term: Three Years

(E) Installation Fees (Per Location): Switched---None
Dedicated--(*)

(F) Monthly Recurring (Per Location): Switched---None
Dedicated--(*)

(*) In addition to the preceding 5.35.1.A through F prescribed herein, the subscriber shall be charged a monthly recurring and installation charge for the provisioning of the Local Exchange Carrier dedicated access not to exceed the current tariff rate of the providing Local Exchange Carrier. The corresponding installation charge will be waived for the initial network installation.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.35 Special Offering****5.35.2 DS-1 Digital Carrier Services**

"DS-1 Digital Carrier Services" is a private line service which is offered only to state government per the award under ITB 97-X-2036192. This service provides the subscriber with the capability of interconnecting its various switch points throughout the state of Alabama. Charges for this service are based on mileage bands as described in Section 3.2.21.C2. In addition to the preceding rates as determined by mileage band, the Local Exchange Carrier's tariff local loop charges shall be passed on to the subscriber. The local loop charge to the subscriber shall not exceed the tariff rate of the providing Local Exchange Carrier. The exception to the local loop charge is that the initial installation charge is waived. The minimum term for this service will be three (3) years, with two (2) optional one (1) year term extensions.

- (A) Mileage: Will be determined by mileage bands as defined in Section 5.35.3 of this Price List.
 - (B) Monthly recurring: (*)
 - (C) Minimum Term: Three Years
 - (D) Installation Fees (Per Location): (*)
- (*) In addition to the preceding 5.35.2 A through D prescribed herein, the subscriber shall be charged a monthly recurring and installation charge for the provisioning of the Local Exchange Carrier dedicated access (local loop) not to exceed the current tariff rate of the providing Local Exchange Carrier. The corresponding installation charge will be waived for the initial network installation.

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.35 Special Offering

5.35.3 Pricing Bands

InterLATA Inter-Office Channel circuits (defined as the link to connect exchange accesses), located within the physical boundaries of the state of Alabama, will be priced based on flat rates, which are determined by mileage band. The mileage will be the actual mileage between central offices. Exchange access (defined as the link from the last serving central office), D-4 (defined as an analog central office termination requested in place of an exchange access) and DACS Port (defined as a digital central office termination requested in place of an exchange access) will be flat rated. Circuits provided within the geographic boundaries of the state but located in an out-of-state LATA will not be banded. Circuits that terminate in locations physically outside the state will not be priced in the above arrangement. These will be based on actual mileage.

The following services will be priced based on flat rates, which are determined by mileage band:

| <u>Voice</u> | <u>Data</u> | <u>Network</u> |
|--------------|--------------|----------------|
| OPX | Digital Data | DS-1 |
| Tie Trunks | Frame Relay | DS-3 |
| | X.25 | |

Mileage Bands are defined as:

- | | |
|------------|--------------|
| 1. 0-20 | 6. 151-200 |
| 2. 21-40 | 7. 201-250 |
| 3. 41-60 | 8. 251-300 |
| 4. 61-100 | 9. Above 300 |
| 5. 101-150 | |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.35 Special Offering (continued)****5.35.4 Other Services**

1. Dedicated PVN Access Locations - A Customer location tied directly to the Company's POP via T-1 or tie trunks.
2. Calling Cards - A custom calling card for use by State of Alabama employees to place long distance calls from locations without the State's voice network (ATTNet, Alabama Tandem Telecommunications Network). Calls will have a maximum initial billing interval of not more than eighteen (18) seconds with all additional billable increments being no more than six (6) seconds.
3. Inbound Toll Free Service - Defined as an In-WATS service. The call is free to the calling party and is billed to the party being called. All intrastate inbound toll free calls are based on flat rates per minute of usage. Calls will have a maximum initial billing interval of not more than eighteen (18) seconds with all additional billable increments being no more than six (6) seconds.
4. DS-3 - As categorized here, DS-3 service is 45 Mbps digital point-to-point service. All pricing is inclusive of all local access facilities.

5.35.5 Pricing**(A) Dedicated PVN Access Locations****(1) Tie Trunks**

| Bands | Monthly Cost | Installation |
|--------------|---------------------|---------------------|
| 1 | \$ 52.20 | \$0.00 |
| 2 | \$ 77.40 | \$0.00 |
| 3 | \$117.00 | \$0.00 |
| 4 | \$153.00 | \$0.00 |
| 5 | \$261.00 | \$0.00 |
| 6 | \$342.00 | \$0.00 |
| 7 | \$432.00 | \$0.00 |
| 8 | \$522.00 | \$0.00 |
| 9 | \$657.00 | \$0.00 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.35 Special Offering (continued)****5.35.5 Pricing (continued)****(A) Dedicated PVN Access Locations (continued)****(2) DS1**

| Bands | Monthly Cost | Installation |
|--------------|---------------------|---------------------|
| 1 | \$ 412.00 | \$0.00 |
| 2 | \$ 734.00 | \$0.00 |
| 3 | \$ 207.00 | \$0.00 |
| 4 | \$ 285.60 | \$0.00 |
| 5 | \$ 530.40 | \$0.00 |
| 6 | \$ 714.80 | \$0.00 |
| 7 | \$ 918.00 | \$0.00 |
| 8 | \$1024.08 | \$0.00 |
| 9 | \$1224.00 | \$0.00 |

DS1 – Equipment

| | | |
|--------------|----------|--------|
| CSU | \$ 18.33 | \$0.00 |
| Channel Bank | \$250.00 | \$0.00 |

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.35 Special Offering (continued)

5.35.5 Pricing (continued)

(B) DS1

| Bands | Monthly Cost | Installation |
|--------------|---------------------|---------------------|
| 1 | \$412.00 | \$0.00 |
| 2 | \$734.00 | \$0.00 |
| 3 | \$144.00 | \$0.00 |
| 4 | \$201.60 | \$0.00 |
| 5 | \$374.40 | \$0.00 |
| 6 | \$460.80 | \$0.00 |
| 7 | \$648.00 | \$0.00 |
| 8 | \$722.88 | \$0.00 |
| 9 | \$864.00 | \$0.00 |

DS1 – Exchange Access

| | |
|--------|----------|
| Copper | \$140.00 |
| Fiber | \$140.00 |

(C) DS3

| Bands | Monthly Cost | Installation |
|--------------|---------------------|---------------------|
| 1 | \$ 540.96 | \$0.00 |
| 2 | \$ 1004.64 | \$0.00 |
| 3 | \$ 1932.00 | \$0.00 |
| 4 | \$ 2357.04 | \$0.00 |
| 5 | \$ 4057.20 | \$0.00 |
| 6 | \$ 6182.40 | \$0.00 |
| 7 | \$ 7766.64 | \$0.00 |
| 8 | \$ 9698.64 | \$0.00 |
| 9 | \$11592.00 | \$0.00 |

DS3 – Local Access

| Monthly Cost | Installation |
|---------------------|---------------------|
| \$2030.00 | \$0.00 |

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.35 Special Offering (continued)

5.35.3 Pricing Bands (continued)

(C) DS3 (continued)

DS3 to DS1 Fiber Optic

| | Monthly Cost | Installation |
|--------------------|---------------------|---------------------|
| Multiplexer | \$234.06 | \$0.00 |

DS3 DACS Port \$249.00

(D) Calling Cards

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-------------------|---------------|---------------|---------------|---------------|---------------|
| Per Minute | 0.10 | 0.0985 | 0.097 | 0.0955 | 0.094 |

(E) Inbound Toll Free Service

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-------------------|---------------|---------------|---------------|---------------|---------------|
| Per Minute | 0.049 | 0.0475 | 0.046 | 0.0445 | 0.043 |

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.35 Special Offering (continued)

5.35.5 Miscellaneous Catalogue Services

(A) Analog Services - Installation charges apply. The following services are available: Data Circuits; Radio Loops; Alarm and Telemetry; Audio Program Circuits (5KHz and 8KHz); and other 2 and 4 Wire Analog Services.

(1) 2-Wire Radio Loop

| Bands | Monthly Cost | Installation |
|--------------|---------------------|---------------------|
| 1 | \$ 63.00 | \$100.00 |
| 2 | \$ 99.00 | \$100.00 |
| 3 | \$135.00 | \$100.00 |
| 4 | \$207.00 | \$100.00 |
| 5 | \$297.00 | \$100.00 |
| 6 | \$387.00 | \$100.00 |
| 7 | \$477.00 | \$100.00 |
| 8 | \$567.00 | \$100.00 |
| 9 | \$657.00 | \$100.00 |

(2) 2-Wire Radio Loop – Exchange Access

| Monthly Cost | Installation |
|---------------------|---------------------|
| \$190.00 | \$840.00 |

(3) 4-Wire Analog Tie Trunk

| Bands | Monthly Cost | Installation |
|--------------|---------------------|---------------------|
| 1 | \$ 63.00 | \$100.00 |
| 2 | \$ 99.00 | \$100.00 |
| 3 | \$135.00 | \$100.00 |
| 4 | \$207.00 | \$100.00 |
| 5 | \$297.00 | \$100.00 |
| 6 | \$387.00 | \$100.00 |
| 7 | \$477.00 | \$100.00 |
| 8 | \$567.00 | \$100.00 |
| 9 | \$657.00 | \$100.00 |

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.35 Special Offering (continued)

5.35.5 Miscellaneous Catalogue Services (continued)

- (4) 4-Wire Analog Tie Trunk – Exchange Access

| Monthly Cost | Installation |
|--------------|--------------|
| \$190.00 | \$840.00 |

- (5) 4-Wire Data – Exchange Access

| Monthly Cost | Installation |
|--------------|--------------|
| \$190.00 | \$840.00 |

(B) Digital Data Service - This service may be used to provide connectivity to areas outside Alabama. This includes some areas inside the state, but considered to be in another state's LATA. This service typically transports SNA. The service is comprised of multipoint and point-to-point digital 9.6 and 19.2 kbps circuits. These circuits are connected directly back to the State's data center. Installation charges apply.

- (1) 9.6 Kbps InterLATA

| Bands | Monthly Cost | Installation |
|-------|--------------|--------------|
| 1 | \$ 53.50 | \$100.00 |
| 2 | \$ 88.50 | \$100.00 |
| 3 | \$123.50 | \$100.00 |
| 4 | \$193.50 | \$100.00 |
| 5 | \$281.00 | \$100.00 |
| 6 | \$368.50 | \$100.00 |
| 7 | \$456.00 | \$100.00 |
| 8 | \$543.50 | \$100.00 |
| 9 | \$631.00 | \$100.00 |

9.6 Kbps – Exchange Access

| Monthly Cost | Installation |
|--------------|--------------|
| \$240.00 | \$900.00 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.35 Special Offering (continued)

5.35.5 Miscellaneous Catalogue Services (continued)

(B) Digital Data Service (continued)

(2) 19.2 Kbps InterLATA

| Bands | Monthly Cost | Installation |
|--------------|---------------------|---------------------|
| 1 | \$ 53.50 | \$100.00 |
| 2 | \$ 88.50 | \$100.00 |
| 3 | \$123.50 | \$100.00 |
| 4 | \$193.50 | \$100.00 |
| 5 | \$281.00 | \$100.00 |
| 6 | \$368.50 | \$100.00 |
| 7 | \$456.00 | \$100.00 |
| 8 | \$543.50 | \$100.00 |
| 9 | \$631.00 | \$100.00 |

19.2 Kbps – Exchange Access

| Monthly Cost | Installation |
|---------------------|---------------------|
| \$240.00 | \$900.00 |

(3) 56 Kbps InterLATA

| Bands | Monthly Cost | Installation |
|--------------|---------------------|---------------------|
| 1 | \$ 117.37 | \$100.00 |
| 2 | \$ 196.37 | \$100.00 |
| 3 | \$ 275.37 | \$100.00 |
| 4 | \$ 433.37 | \$100.00 |
| 5 | \$ 630.87 | \$100.00 |
| 6 | \$ 828.37 | \$100.00 |
| 7 | \$1025.87 | \$100.00 |
| 8 | \$1223.37 | \$100.00 |
| 9 | \$1420.87 | \$100.00 |

56 Kbps – Exchange Access

| Monthly Cost | Installation |
|---------------------|---------------------|
| \$376.00 | \$1000.00 |

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.35 Special Offering (continued)

5.35.5 Miscellaneous Catalogue Services (continued)

(B) Digital Data Service (continued)

(4) Bridging Port for 2.4 to 19.2 Kbps

| Monthly Cost | Installation |
|--------------|--------------|
| \$15.00 | \$15.00 |

(5) Subrate Port for 2.4 to 9.6 Kbps

| Monthly Cost | Installation |
|--------------|--------------|
| \$15.00 | \$15.00 |

(6) Inside Wiring with 150 Feet of Wire

| Monthly Cost | Installation |
|--------------|--------------|
| \$74.75 | --- |

(7) Inside Wiring with over 150 Feet of Wire

| Monthly Cost | Installation |
|--------------|--------------|
| \$74.75 | --- |

(C) Frame Relay

| | Monthly Cost | Installation |
|----------------------------|--------------|--------------|
| 56 Kbps Port | \$ 85.00 | \$ 425.00 |
| DS1 Port | \$435.00 | \$ 550.00 |
| 56 Kbps Exchange Access | \$188.00 | \$1000.80 |
| DS1 Exchange Access | \$280.00 | \$1732.00 |
| DLCI | \$ 2.00 | \$ 25.00 |
| C/O, CSU/DSU | \$ 18.33 | \$ 0.00 |
| PVC | \$ 1.50 | \$ 25.00 |
| 28.8 Kbps Dial Access Port | \$ 98.60 | \$ 0.00 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.35 Special Offering (continued)****5.35.5 Miscellaneous Catalogue Services (continued)**

(D) ATM

| | Monthly Cost | Installation |
|--------------|---------------------|---------------------|
| 56 Kbps Port | \$ 100.00 | \$250.00 |
| DS1 Port | \$ 125.32 | \$250.00 |
| DS3 Port | \$ 352.55 | \$500.00 |
| OC3 Port | \$1002.61 | \$500.00 |

(E) ISDN Long Distance - ISDN data, voice or video call

Toll, per minute 0.04

(F) Directory Assistance

| | |
|--------------------------------------|--------|
| Charge, per request | \$1.95 |
| Charge, per request through operator | \$1.95 |

5.36 Premier Hospitality

Premier Hospitality is specifically for the hospitality industry which includes, but is not limited to, hotels, motels hospitals, resorts and condominiums, and other establishments the Company determines to be hospitality in nature. Total usage includes total interstate, intrastate as well as international usage. All calls are flat rated. The Customer must subscribe to the Company's operator services exclusively to qualify to receive this product.

5.36.1 Rates, per minute

| | |
|------------------------------|-------|
| Inbound/Outbound Rate | 0.105 |
|------------------------------|-------|

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.37 Inbound Toll Free Service Features**

The following features may be obtained as an enhancement to an Inbound Toll Free Service described within this Price List. The rates for the following features shall be in addition to the subscriber's rates for Inbound Toll Free Service.

5.37.1 Toll Free Referral Service

This feature permits the inbound toll free subscriber to play prerecorded voice information referring callers to other numbers, explaining service conditions, or other general information that an inbound toll free subscriber may elect to provide the toll free callers. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change to the subscriber's announcement.

A. Rates**1. Announcement**

| | |
|--------------------------|---------|
| Monthly Recurring Charge | \$10.00 |
|--------------------------|---------|

2. Installation Charge

| | |
|--------------------------------------------------------------------|---------|
| Initial installation and any subsequent change to the announcement | \$35.00 |
|--------------------------------------------------------------------|---------|

5.37.2 Incoming Exclusion/Area Blocking

This feature permits the inbound toll free subscriber to block originating toll free calls from one or more specific exchanges (NXX) or area codes (NPA). Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change in blocking.

A. Rates

| | |
|------------------------------------|---------|
| 1. Monthly Recurring Charge | \$10.00 |
|------------------------------------|---------|

2. Installation Charge

| | |
|------------------------------------------------------------|---------|
| Initial installation and any subsequent change in blocking | \$35.00 |
|------------------------------------------------------------|---------|

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)
5.37 Inbound Toll Free Service Features (continued)**5.37.3 Dialed Number Identification Service (DNIS)**

This feature permits an inbound toll free subscriber with multiple toll free service numbers terminating in the same location to identify the specific toll free service number which was dialed by the calling party and to route the call to the appropriate location. DNIS is only available with dedicated inbound toll free service. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change in routing.

A. Rates

| | |
|-----------------------------------------------------------|---------|
| 1. Monthly Recurring Charge | \$18.00 |
| 2. Installation Charge | |
| Initial installation and any subsequent change in routing | \$35.00 |

5.37.4 Time of Day Routing

This feature permits the inbound toll free subscriber to arrange for calls to a single toll free service number to be routed to different locations based on (1) pre-determined company defined time of day or (2) pre-determined Company defined time of day. The number of time of day routing schedules are subject to the Company's capacity to store routing schedules. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change in routing.

A. Rates

| | |
|-----------------------------------------------------------|---------|
| 1. Monthly Recurring Charge | \$18.00 |
| 2. Installation Charge | |
| Initial installation and any subsequent change in routing | \$35.00 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)
5.37 Inbound Toll Free Service Features (continued)**5.37.5 Day of Week Routing**

This feature permits the inbound toll free subscriber to arrange for calls to a single toll free service number to be routed to different locations based on the particular day of the week. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change in routing.

A. Rates

| | |
|-----------------------------------------------------------|---------|
| 1. Monthly Recurring Charge | \$18.00 |
| 2. Installation Charge | |
| Initial installation and any subsequent change in routing | \$35.00 |

5.37.6 Command Routing

Command Routing is only available to dedicated inbound toll free services. This service permits inbound toll free calls to be rerouted to an alternative, customer provided, predetermined ANI or dedicated circuit, in the event of access blockage. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change to an alternative route.

A. Rates

| | |
|--------------------------------------------------------------------------|---------|
| 1. Monthly Recurring Charge | \$25.00 |
| 2. Installation Charge | |
| Initial installation and any subsequent change in an alternative routing | \$35.00 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.37 Inbound Toll Free Service Features (continued)****5.37.7 Real Time ANI**

Real Time Automatic Number Identification (ANI) Service is a dedicated inbound toll free feature which identifies the calling party's telephone number to the inbound toll free subscriber, provided the terminating subscriber's inbound toll free equipment is appropriately equipped and compatible to receive ANI from the Company. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change to routing.

A. Rates

- | | |
|-----------------------------------------------------------|----------|
| 1. Monthly Recurring Charge | \$95.00 |
| 2. Installation Charge | |
| Initial installation and any subsequent change in routing | \$250.00 |

5.37.8 Route Advance

This feature permits the inbound toll free subscriber to control potential congestion of toll free calls by sending the overflow calls from one dedicated line to a switched line or from one dedicated line to another dedicated line, allowing for maximum completion of incoming toll free calls.

A. Rates

- | | |
|-----------------------------------------------------------|--------|
| 1. Monthly Recurring Charge | \$0.00 |
| 2. Installation Charge | |
| Initial installation and any subsequent change in routing | \$0.00 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.37 Inbound Toll Free Service Features (continued)****5.37.9 Percent Allocation**

This feature permits a dedicated line inbound toll free subscriber to route various percentages of calls to two or more answering locations. The subscriber must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The subscriber must have at least two different locations for this routing feature to be available.

A. Rates

| | |
|-----------------------------------------------------------|--------|
| 1. Monthly Recurring Charge | \$0.00 |
| 2. Installation Charge | |
| Initial installation and any subsequent change in routing | \$0.00 |

5.37.10 Vertical Features

Vertical Features are provided by Local Exchange Companies. The Company (as the RespOrg) will, at the subscriber's request, subscribe to Vertical Features obtained from Local Exchange Company access tariff. When the Company serves as the RespOrg for a Company Inbound Toll Free subscriber, the subscriber shall reimburse the Company for all such charges imposed by a Local Exchange Company. In those instances where the Company serves as a RespOrg for a non-Company inbound toll free subscriber, the charges as outlined in Section 5.34.1 shall apply.

A. Rates

The subscriber shall reimburse the Company for all such charges imposed by a Local Exchange Company.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)
5.38 Encore Card

Encore Card is timed in full minute increments. A single rate applies to day, evening, and night calls. Volume discounts apply. A surcharge applies per call.

5.38.1 Rates, per minute

| | |
|---------------|------|
| Day | 0.25 |
| Evening | 0.25 |
| Night/Weekend | 0.25 |

5.38.2 Volume Discounts

| | |
|-----------------------|-----|
| \$200.00 to \$1800.00 | 10% |
| \$1801.00 + | 21% |

5.38.3 Calling Card Surcharge: 0.40

5.39 Dial Up

Dial Up is timed in full minute increments. Usage charges for this service are based on accumulated minutes of usage and on a time-of-day basis. No volume discounts apply.

5.39.1 Rates, per minute

| | |
|---------------|------|
| Day | 0.21 |
| Evening | 0.12 |
| Night/Weekend | 0.10 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.40 ValueLink

ValueLink allows the Customer to obtain a 20% discount on their five most frequently dialed numbers. These numbers are obtained from the Customer. ValueLink is timed in six (6) second increments, after the initial thirty (30) seconds of the call. A surcharge applies for calls billed to a calling card.

5.40.1 Rates, per minute

| DAY | | Evening | | Night | |
|----------------|-------------------|----------------|-------------------|----------------|-------------------|
| Initial Minute | Additional Minute | Initial Minute | Additional Minute | Initial Minute | Additional Minute |
| 0.2799 | 0.1610 | 0.2074 | 0.1208 | 0.1495 | 0.0962 |
| 0.2897 | 0.2100 | 0.2090 | 0.1525 | 0.1770 | 0.1252 |
| 0.3072 | 0.2300 | 0.2190 | 0.1650 | 0.1880 | 0.1361 |
| 0.3072 | 0.2700 | 0.2190 | 0.1950 | 0.1880 | 0.1579 |
| 0.3072 | 0.2900 | 0.2190 | 0.2100 | 0.1880 | 0.1688 |
| 0.3093 | 0.2900 | 0.2190 | 0.2100 | 0.1935 | 0.1688 |
| 0.3199 | 0.2975 | 0.2290 | 0.2100 | 0.1990 | 0.1742 |
| 0.3199 | 0.3070 | 0.2290 | 0.2200 | 0.1990 | 0.1797 |
| 0.3199 | 0.3050 | 0.2290 | 0.2225 | 0.1990 | 0.1797 |

Calling Card Surcharge

0.40

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.41 Quest Option A**

Quest Option A is offered as four separate classes of service. These classes of service are (1) Quest Option A Switched, (2) Quest Option A Dedicated, (3) Quest Option A Switched-Association and (4) Quest Option A Dedicated-Association. Quest Option A Switched and Quest Option A Switched-Association are switched access services; Quest Option A Dedicated and Quest Option A Dedicated-Association are dedicated access services. To subscribe to Quest Option A Switched-Association or Quest Option A Dedicated-Association, the subscriber must belong to a recognized professional or trade association. Calls over all of Quest Option A's classes of service are divided into the following traffic types:

1. Outbound Toll - All long distance calls which originate from either the subscriber's switched or dedicated access lines, and are subsequently terminated to points within the continental U.S.
2. Inbound Toll Free - All toll free calls which terminate to the subscriber's switched or dedicated access lines.
3. Card - All calls where the subscriber uses a personalized, plastic card describing a toll free access number, an Authorization Code, and dialing instructions in accessing the Company's switching facility; and whereby the dialed call is subsequently terminated to a point within the continental U.S. A surcharge applies per call billed to a calling card.

Usage charges are based on class of service and accumulated minutes of use by traffic type as described in the preceding 1, 2 and 3. All Quest calls are rated based on flat rates and duration of call. There is no charge for unanswered calls. Timing for all traffic types is in 6 second increments, after the initial 18 seconds of each call. Term Discounts apply when elected by the subscriber. The Customer may choose to enter into a 1, 2, or 3 year term agreement and discounts available to the Customer for the term periods listed are 8%, 14%, and 17%, respectively, of their total monthly usage.

Customers who enter into a term agreement must meet a "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.41 Quest Option A

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum one (1) year term agreement. A surcharge applies per call billed to a calling card.

5.41.1 Switched/Dedicated Rates

| Switched Base Rate | Switched Card Base Rate | Dedicated Base Rate | Dedicated Card Base Rate |
|--------------------|-------------------------|---------------------|--------------------------|
| 0.128 | 0.228 | 0.088 | 0.220 |

5.41.2 Association Rates

| Switched Base Rate | Switched Card Base Rate | Dedicated Base Rate | Dedicated Card Base Rate |
|--------------------|-------------------------|---------------------|--------------------------|
| 0.121 | 0.216 | 0.087 | 0.209 |

5.41.3 Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 8% | 14% | 17% |

5.41.4 Monthly Recurring Charge: \$3.00 per toll free number

5.41.5 Calling Card Surcharge: 0.40

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.42 Quest Option L

Quest Option L inbound and outbound calls are timed in six (6) second increments after the initial eighteen (18) seconds of each call and card calls are time in six (6) second increments after the initial thirty (30) seconds of each call. All calls are rated based on flat rates and duration of the call. No term or volume discounts apply. All Customer notices of discontinuance must be received by the Company sixty (60) days prior to the discontinuance becoming effective.

5.42.1 Rates

| | |
|------------------|-------|
| Inbound/Outbound | 0.128 |
| Card | 0.180 |

5.43 Custom Billing

Custom billing is available to Customers who require allocation of usage discounts based on location, department, ANI, account code, or PIN.

5.43.1 Custom Billing Rates

| Set Up | Monthly Recurring Charge | Replacement Copy |
|---------|--------------------------|------------------|
| \$25.00 | \$15.00 | \$10.00 |

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.44 Custom Reports

Custom Reports allow business Customers to designate special reports reflecting specific data from their bill. Custom Reports are only available to those Customers who bill at least \$5,000/month.

Types of Custom Reports offered

- * Call Detail by Authcode
- * Toll Free Calls with Duration Over 20 Minutes
- * International Call Summary
- * Call Summary by Department/Location
- * Authcode Summary by Location
- * ANI and PIN or Account Code Summary
- * Toll Free Usage Summary
- * PIN Summary
- * Accounts Code Summary
- * Outbound Summary by State and NPA (Area Code)
- * ANI Summary by To Number
- * Toll Free Call Detail
- * Toll Free Geographical Summary
- * Toll Free Call Analysis Busy's vs. Ring No Answer by Week
- * Toll Free Call Analysis Completed vs. Incomplete Calls by Week

5.44.1 Rates

| Installation | Monthly Recurring Charge |
|--------------|--------------------------|
| \$25.00 | \$15.00 |

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.45 Business Connections for Associations

To subscribe to Business Connections for Associations, the Customer must belong to a recognized profession or trade association. All calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. Charges for directory assistance, operator services or recurring monthly feature charges do not contribute to the volume usage level.

Customers who enter into a term agreement must meet a "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum one (1) year term agreement. A surcharge applies per call billed to a calling card.

5.45.1 Business Connections for Associations - Option 1

This product is designed for Customers whose monthly usage is less than \$400 at the time of signing a service term agreement. Business Connections Option 1 Switched-Association Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 3% , 7%, or 7 % respectively, off their total monthly usage.

A. Option 1 Switched Rates for Associations

| Switched Base Rate | Toll Free Pin- Connect Base Rate | Card Base Rate |
|--------------------|----------------------------------|----------------|
| 0.1040 | 0.1500 | 0.2541 |

B. Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 3% | 7% | 7% |

C. Monthly Recurring Charge: \$3.00 per toll free number

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.45 Business Connections for Associations (continued)****5.45.2 Business Connections for Associations - Option 2**

This product is designed for Customers whose monthly usage is between \$400 and \$1,499 at the time of signing a service term agreement. Business Connections Option 2 Switched-Association Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 17%, 21% or 21% respectively, off their total monthly usage.

A. Option 2 Switched Rates for Associations

| Switched Base Rate | Toll Free Pin- Connect Base Rate | Card Base Rate |
|--------------------|----------------------------------|----------------|
| 0.1040 | 0.1500 | 0.2541 |

B. Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 17% | 21% | 21% |

C. Monthly Recurring Charge: \$3.00 per toll free number

5.45.3 Business Connections for Associations - Option 3

This product is designed for Customers whose monthly usage is \$1,500 or more at the time of signing a service term agreement. Business Connections Option 3 Switched-Association Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 22%, 28% or 28%, respectively, off their total monthly usage.

A. Option 3 Switched Rates for Associations

| Switched Base Rate | Toll Free Pin- Connect Base Rate | Card Base Rate |
|--------------------|----------------------------------|----------------|
| 0.1040 | 0.1500 | 0.2541 |

B. Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 22% | 28% | 28% |

C. Monthly Recurring Charge: \$3.00 per toll free number

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.46 DeltaCom BillMan

BillMan is a service that may be obtained as a supplement to the subscriber's bill. BillMan presents the subscriber's billing information in a CD-ROM for enhanced call detail analysis. This feature permits the BillMan subscriber to view and print their call detail information based on various reporting indexes.

5.46.1 Rates

| | |
|--------------------------|---------|
| Monthly Recurring Charge | \$15.00 |
| Installation Charge | \$50.00 |

5.47 Select 100

Select 100 is a business service that is available to new and existing Customers who subscribe to the Select 100 local product in section 3.23 of the Company's Local tariff. Select 100 rates are based on flat rates and duration of the call. Domestic Inbound/Outbound long distance calls are timed in six (6) second increments after the initial sixty (60) seconds of the call. The Customer will receive 100 free long distance minutes per line per month, aggregated at the account level. Free minutes from this combined total are applied as aggregate usage accrues. The rate per minute is not applicable to international, calling card, operator services or directory assistance charges. There are no violations for discontinuance of service. If a Select 100 Customer cancels local service with the Company, at any time, they will be converted to Business Connections long distance rates. No term discounts apply.

A monthly recurring fee will apply for subscription to both Long Distance and Local Select 100 service, however, the fee can be waived if the Customer subscribes to on-line billing through the Company's free eBillMaster billing service.

Select 100 may not be available in all areas. Customers can contact the Company's Customer Care at 1-800-239-3000 to determine Service availability.

5.47.1 Rates

| | |
|---------------------------|--------|
| Long Distance, per minute | 0.0751 |
| Calling Card, per minute | 0.2541 |
| Monthly Recurring Fee | \$5.95 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.48 100Free LD**

100Free LD is a business service that is available to new and existing Customers who subscribe to the Select 100 local product as defined in the Company's Intrastate Local tariffs. 100Free LD rates are based on flat rates and duration of the call. Domestic Inbound/Outbound long distance calls are timed in six (6) second increments after the initial sixty (60) seconds of the call. The Customer will receive 100 free long distance minutes per line per month, aggregated at the account level. Free minutes from this combined total are applied as aggregate usage accrues. The rate per minute is not applicable to international, calling card, operator services or directory assistance charges. There are no violations for discontinuance of service. If a 100Free LD Customer cancels local service with the Company, at any time, they will be converted to Business Connections long distance rates. No term discounts apply.

One monthly recurring fee will apply for subscription to both long distance and local service; however, this fee can be waived if the Customer subscribes to on-line billing through the Company's free eBillMaster billing service.

100Free LD may not be available in all areas Customers can contact the Company's Customer Care at 1-800-239-3000 to determine Service availability.

5.48.1 Rates

| | |
|---------------------------|--------|
| Long Distance, per minute | 0.0751 |
| Calling Card, per minute | 0.2541 |
| Monthly Recurring Fee | \$5.95 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.49 S100 LD Plan**

S100 LD Plan is a business service that is available to new and existing Customers who subscribe to the Select 100 local product as defined in the Company's Intrastate Local tariffs. S100 LD Plan rates are based on flat rates and duration of the call. Domestic Inbound/Outbound long distance calls are timed in six (6) second increments after the initial sixty (60) seconds of the call. The Customer will receive 100 free long distance minutes per line per month, aggregated at the account level. Free minutes from this combined total are applied as aggregate usage accrues. The rate per minute is not applicable to international, calling card, operator services or directory assistance charges. There are no violations for discontinuance of service. If a S100 LD Plan Customer cancels local service with the Company, at any time, they will be converted to Business Connections long distance rates. No term discounts apply.

One monthly recurring fee will apply for subscription to both long distance and local service; however, this fee can be waived if the Customer subscribes to on-line billing through the Company's free eBillMaster billing service.

S100 LD Plan may not be available in all areas. Customers can contact the Company's Customer Care at 1-800-239-3000 to determine Service availability.

5.49.1 Rates

| | |
|---------------------------|--------|
| Long Distance, per minute | 0.057 |
| Calling Card, per minute | 0.254 |
| Monthly Recurring Fee | \$5.95 |

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.50 EnterpriseLD for Associations

To subscribe to EnterpriseLD for Associations, the Customer must belong to a recognized profession or trade association. All calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. Charges for directory assistance, operator services or recurring monthly feature charges do not contribute to the volume usage level.

Customers who enter into a term agreement must meet a "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum one (1) year term agreement. A surcharge applies for each call billed to a calling card.

5.50.1 EnterpriseLD for Associations - Option 1

This product is designed for Customers whose monthly usage is less than \$400 at the time of signing a service term agreement. Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 9%, 13 or 13%, respectively, off their total monthly usage.

A. Option 1 Rates

| Base Rate | Toll Free Pin- Connect Base Rate | Card Base Rate |
|-----------|-------------------------------------|-------------------|
| 0.0867 | 0.1500 | 0.2200 |

B. Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|---------|-------------|-------------|-------------|
| 0% | 9% | 13% | 13% |

C. Monthly Recurring Charge: \$3.00 per toll free number

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.50 EnterpriseLD for Associations (continued)

5.50.2 EnterpriseLD for Associations - Option 2

This product is designed for Customers whose monthly usage is above \$400 at the time of signing a service term agreement. Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 13%, 19% or 19%, respectively, off their total monthly usage.

A. Option 2 Rates

| Base Rate | Toll Free Pin- Connect Base Rate | Card Base Rate |
|------------------|---------------------------------------------|---------------------------|
| 0.0867 | 0.1500 | 0.2200 |

B. Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 13% | 19% | 19% |

C. Monthly Recurring Charge: \$3.00 per toll free number

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.51 HorizonLD for Associations

To subscribe to HorizonLD for Associations, the Customer must belong to a recognized profession or trade association. All calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. Charges for directory assistance, operator services or recurring monthly feature charges do not contribute to the volume usage level.

Customers who enter into a term agreement must meet a "Annual Usage Commitment" as described in Section 2. The requirement to maintain the "Annual Usage Commitment" applies as long as the Customer maintains service with the Company.

If the Customer has entered into a term agreement and cancels service before the expiration of the term, the Customer will be responsible for a "Discontinuance Charge" as described in Section 2.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum one (1) year term agreement. A surcharge applies per call billed to a calling card.

Effective: May 15, 2009

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.51 HorizonLD for Associations (continued)

5.51.1 HorizonLD for Associations - Option 1

This product is designed for Customers whose monthly usage is less than \$400 at the time of signing a service term agreement. Horizon LD Option 1 Switched-Association Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 9%, 13% or 13%, respectively, off their total monthly usage.

A. Option 1 Rates

| Base Rate | Toll Free Pin- Connect Base Rate | Card Base Rate |
|------------------|---------------------------------------------|---------------------------|
| 0.0866 | 0.1500 | 0.2195 |

B. Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 9% | 13% | 13% |

C. Monthly Recurring Charge: \$3.00 per toll free number

Effective: January 10, 2011

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.51 HorizonLD for Associations (continued)

5.51.2 HorizonLD for Associations - Option 2

This product is designed for Customers whose monthly usage is above \$400 at the time of signing a service term agreement. Horizon LD Option 2 Switched-Association Customers may choose to enter into a 1, 2 or 3 year term agreement and discounts available to the Customer for the term periods listed are 13%, 19% or 19%, respectively, off their total monthly usage.

A. Option 2 Rates

| Base Rate | Toll Free Pin- Connect Base Rate | Card Base Rate |
|------------------|---------------------------------------------|---------------------------|
| 0.0866 | 0.1500 | 0.2195 |

B. Discounts

| No Term | 1 Year Term | 2 Year Term | 3 Year Term |
|----------------|--------------------|--------------------|--------------------|
| 0% | 13% | 19% | 19% |

C. Monthly Recurring Charge: \$3.00 per toll free number

5.52 Toll Free PIN-Connect

Toll Free PIN-Connect is a service that enables a user to connect to a pre-determined domestic 10-digit telephone number by dialing a single toll free and four-digit PIN (up to 9,999 PINs) assigned by the user. Each PIN terminates to a specific 10-digit telephone number. The Customer has the ability to activate each of the PINs "real-time" as needed and change a PIN's destination number "real-time." Toll free routing features are not available on this service. Incoming exclusion (blocking) indexes are available on this service.

5.52.1 Rates

| Monthly Recurring Charge | Installation Charge |
|---------------------------------|----------------------------|
| 7.50 | 0.00 |

Effective: January 10, 2011

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.53 T_5000 LD Plan**

The T_5000 LD Plan is a long distance service plan available to business Customers in those areas where the Company has facilities. The Plan provides Customers up to 5000 minutes per month of outbound and inbound usage for domestic long distance per qualified local T-1. Customers must be subscribed to one of the following products in order to have a qualified T-1: TPAC, Simplici-T, Simplici-T 3.0, Simplici-T Plus, Simpli-Business T family of services, Simpli-Business PRI, Simpli-Business PRI v.3 , IVP, DVP, DUNE, Unity, and Integrated T. This product is available to Customers purchasing new local T-1 products and existing Customers who are re-termining services, within the Company's re-term guidelines.

The long distance rates are based on flat rates and duration of the call as set forth in the Rates Section of this Price List. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Intrastate service is offered in conjunction with interstate service. T_5000 LD Plan allows for 5000 minutes per month of outbound and inbound usage for domestic long distance per qualified local T-1. The free 5000 minutes are applied at the account level, which allows for Customers with multiple T-1's or ancillary local lines to share the packaged minutes across the account. Customers who have multiple locations with the product cannot share the 5000 minutes across all lines unless all locations are loaded in a single account. Unused free minutes do not carry-over to the next month. Additional minutes used will carry a separate charge per minute as set forth in Section 4 of this Price List.

Interstate, Intrastate, Inbound, and Outbound domestic minutes qualify for the free minute application. The applicable rates per minute, as set forth in the Rates Section of this Price List, do not apply to Calling Card, International, Directory Assistance, and Operator Services minutes. These calls carry a separate rate per minute.

If at any time, a T_5000 Customer does not have an activated, qualified T-1 product, they will automatically be converted to the per minute rates in excess of 5000 minutes. The rates in excess of 5000 minutes are located in Section 4 of this Price List.

Effective: January 10, 2011

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.53 T_5000 LD Plan (continued)

5.53.1 Monthly Recurring Charge

| Eligible Product* | Monthly Recurring Charge |
|------------------------------------|---------------------------------|
| Simplici-T Plus | 50.00 |
| Simplici-T Line Side/Trunk/PRI | 50.00 |
| Simplici-T 3.0 Line Side/Trunk/PRI | 50.00 |
| IVP | 50.00 |
| DVP | 50.00 |
| Simpli-Business T/T 2.0/T v.3 | 50.00 |
| Simpli-Business PRI/PRI v.3 | 50.00 |

| Retired Product* | Monthly Recurring Charge |
|-------------------------|---------------------------------|
| TPAC | 50.00 |
| DUNE | 50.00 |
| Integrated T | 50.00 |
| Unity | 50.00 |

* T_5000 is only available to T-based local Customers. T_5000 is not available on Infinity, Select100 or SimpliVoice.

** Special discounts may apply

5.53.2 Calling Card: \$0.1386, per minute

5.53.3 Per Minute Rates in excess of 5000 minutes

| | Per Minute Rate |
|--------------|------------------------|
| Interstate | 0.0566 |
| Intrastate | 0.0566 |
| Calling Card | 0.1386 |

Effective: January 10, 2011

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)**5.54 T_2500**

The T_2500 is a long distance service plan available to business Customers in those areas where the Company has facilities. The Plan provides Customers up to 2500 minutes per month of outbound and inbound usage for domestic long distance per qualified local T-1. Customers must be subscribed to one of the following products in order to have a qualified T-1: TPAC, Simpli-T Line Side, Simpli-T Trunk/PRI, Simpli-T 3.0 Line Side, Simpli-T 3.0 Trunk/PRI, Simpli-T Plus, Simpli-Business T, Simpli-Business T 2.0, Simpli-Business T v.3, Simpli-Business PRI, Simpli-Business PRI v.3, IVP, DVP, DUNE, Unity, and Integrated T. This product is available to Customers purchasing new local T-1 products and existing Customers who are re-termining services, within the Company's re-term guidelines.

The long distance rates are based on flat rates and duration of the call as set forth in the Rates Section of this Price List. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Intrastate service is offered in conjunction with interstate service. T_2500 allows for 2500 minutes per month of outbound and inbound usage for domestic long distance per qualified local T-1. The free 2500 minutes are applied at the account level, which allows for Customers with multiple T-1's or ancillary local lines to share the packaged minutes across the account. Customers who have multiple locations with the product cannot share the 2500 minutes across all lines unless all locations are loaded in a single account. Unused free minutes do not carry-over to the next month. Additional minutes used will carry a separate charge per minute as set forth in 4 of this Price List.

Interstate, Intrastate, Inbound, and Outbound domestic minutes qualify for the free minute application. The applicable rates per minute, as set forth in the Rates Section of this Price List, do not apply to Calling Card, International, Directory Assistance, and Operator Services minutes. These calls carry a separate rate per minute.

If at any time, a T_2500 Customer does not have an activated, qualified T-1 product, they will automatically be converted to the per minute rates in excess of 2500 minutes. The rates in excess of 2500 minutes are located in 4 of this Price List.

5.54.1 Monthly Recurring Charge:

| | |
|-----------------------------------|------|
| Monthly Recurring Charge, per T-1 | 0.00 |
|-----------------------------------|------|

*T_2500 is only available to T-based local products as identified in section 3.4.39 of this Price List.

Effective: January 10, 2011

SECTION 5 – GRANDFATHERED SERVICES (CONTINUED)

5.54 T_2500 (continued)

5.54.2 Per Minute Rates in excess of 2500 minutes:

| | Per Minute |
|--------------|-------------------|
| Interstate | 0.0566 |
| Intrastate | 0.0566 |
| Calling Card | 0.01386 |

5.54.3 Calling Card:

| | Per Minute |
|--------------|-------------------|
| Calling Card | 0.1386 |

5.55 Associations Program

The Associations Program is available to new Customers, and/or existing Customers with expired term agreements, which are members of a recognized professional or trade association. Eligible Customers will receive an additional 3% discount off local, long distance, and Internet service, excluding taxes, non-recurring charges, operator assistance, directory assistance, regulatory line charges and/or surcharges. Certification of Association membership is required and will be verified periodically. Misrepresentation of membership could result in removal of discounts.