

RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USERS

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY DELTACOM, INC.  
WITHIN THE STATE OF ALABAMA

**THIS TARIFF REPLACES DELTACOM, INC.'S ALABAMA P.S.C. TARIFF 1-A LOCAL IN ITS ENTIRETY.**

DELTACOM is a registered trademark.

## TABLE OF CONTENTS

TABLE OF CONTENTS	1
CHECK SHEET	2
EXPLANATION OF SYMBOLS	4
APPLICATION OF TARIFF	5
SECTION 1 - DEFINITIONS	6
SECTION 2 - RULES AND REGULATIONS	12
SECTION 3 - SERVICE DESCRIPTION	48
SECTION 4 – RATES	59
SECTION 5 – DIRECTORY ASSISTANCE AND LISTING SERVICES	60
SECTION 6 – OPERATOR SERVICES	65
SECTION 7 – SERVICE ORDER AND OTHER CHARGES	70
SECTION 8 – MISCELLANEOUS OFFERINGS	76
SECTION 9 – PROMOTIONS AND DISCOUNTS	83
SECTION 10 – GRANDFATHERED SERVICES	84

### CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<b>Page</b>	<b>Revision</b>		<b>Page</b>	<b>Revision</b>		<b>Page</b>	<b>Revision</b>	
Title Page	Original	*	25	Original	*	50	Original	*
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*	69	Original	*
20	Original	*	45	Original	*	70	Original	*
21	Original	*	46	Original	*	71	Original	*
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**CHECK SHEET (CONT'D)**

<b>Page</b>	<b>Revision</b>		<b>Page</b>	<b>Revision</b>	<b>Page</b>	<b>Revision</b>
74	Original	*				
75	Original	*				
76	Original	*				
77	Original	*				
78	Original	*				
79	Original	*				
80	Original	*				
81	Original	*				
82	Original	*				
83	Original	*				
84	Original	*				

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### **EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C)** To signify changed regulation.
- (D)** To signify discontinued rate or regulation.
- (I)** To signify increased rate.
- (M)** To signify a move in the location of text.
- (N)** To signify new rate or regulation.
- (R)** To signify reduced rate.
- (S)** To signify reissued matter.
- (T)** To signify a change in text but no change in rate or regulation.

### **APPLICATION OF TARIFF**

This tariff sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of communications Service by DELTACOM, INC., to Customers within the local exchange service area, defined herein.

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## SECTION 1 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Call Block:** Feature, which may be added to an exchange line which provides the Customer the ability to prevent incoming calls from up to six different telephone numbers. Callers on the line will hear an announcement informing them that their call has been blocked and will not be accepted by the called party.

**Call Forwarding Busy Line:** Automatically routes incoming calls to a designated answering point when the call line is busy.

**Call Forwarding Busy Line (Customer Controlled):** Enables the Customer to control Call Forwarding Busy Line, from the base Station line, the activation and deactivation of the service by using dialing codes.

**Call Forwarding Don't Answer:** Automatically routes incoming calls to be forwarded to a designated answering point when the call line does not answer within a pre-specified number of rings.

**Call Forwarding Don't Answer (Customer Controlled):** Enables the Customer to control Call Forwarding Don't Answer, from the base line Station, by using dialing codes.

**Call Forwarding Don't Answer-Ring Control:** Enables the Customer to control the number of rings or seconds, depending on the specific technology involved, before incoming calls are routed to a designated answering point when the call line does not answer.

**Call Forwarding Variable:** Enables the user to transfer incoming calls to another telephone number by dialing a code and the telephone number of the service to which calls are to be transferred.

**Call Forwarding Variable-Remote Access:** Enables the Customer to activate and deactivate Call Forwarding Variable remotely from any line/equipment capable of push button signaling rather than only from the base Station line.

## SECTION 1 - DEFINITIONS (CONTINUED)

**Call Forwarding Multipath:** Enables a Customer who subscribes to Call Forwarding to specify the number of calling paths that will be forwarded to another telephone number. The total number of calling paths cannot exceed the number of lines/Trunks in the forwarding hunting arrangement. In all cases, the number of call forwarding paths is dependent upon the terminating capability of the forward-to directory number. For the Call Forwarding Don't Answer feature, each call will be forwarded at the completion of each ring cycle.

**Call Hold:** Allows the User to dial an access code to place the current call on hold.

**Call Return:** Enables a Customer to place a call to the telephone number associated with the most recent call received whether or not the call was answered or the number is known. The Customer can dial a code to request that the network place the call.

**CallSaver Basic:** This flat rated voice mail service allows the subscriber to record two different greetings up to thirty seconds in length, receive up to fifteen messages each as long as two minutes and store them up to seven days. No group lists, paging or outdial capabilities are included with this service. The only message waiting capability offered is the optional message waiting stutter tone offered to facility-based local Customers.

**CallSaver Basic 100:** This flat rated voice mail service provides one mailbox and allows the subscriber to record two different greetings each as long as sixty seconds in length, receive and save up to one hundred messages each as long as two minutes and store them up to fourteen days. No group lists, paging or outdial capabilities are included with this service. The only message waiting capability offered is the optional message waiting stutter tone offered to facility-based local Customers.

**CallSaver Family:** This flat rated voice mail service provides sub-mailboxes to be established on a single subscriber line. It allows the subscriber to record two (2) greetings, each sixty seconds in length, for the main mailbox and eight seconds in length greetings on three sub-mailboxes. Each mailbox user has their own password. Thirty (30) two minute in length messages can be held by the group of four partitioned mailboxes. Messages are stored for fourteen (14) days. Group messaging can be established with this service. Paging or outdial capabilities are not included with this service. The only message waiting capability offered is the optional message waiting stutter tone, is only available to facility-based local Customers and is only on the main mailbox.

**CallSaver Pager:** This flat rated voice mail service allows the subscriber to record two greetings up to thirty seconds in length with a subscriber defined schedule of the ours of operation for each greeting. Up to twenty messages as long as two minutes can be left in the mailbox and can be stored for up to 14 days. Group messaging, broadcast lists, message forwarding and pager notification can be established with this service. Facility based local service Customers can also subscribe to the optional message waiting stutter tone feature.

## SECTION 1 - DEFINITIONS (CONTINUED)

**CallSaver 1:** This flat rated voice mail service allows the subscriber to record a personal greeting up to forty-five seconds in length, receive up to thirty messages each as long as two minutes and store them up to five days. Paging or outcall notification, return to attendant, extended absence greeting, send messages, future delivery of messages and extension mailbox capabilities are not included with this service. The only message waiting capability offered is the optional message waiting stutter tone and/or visual indication feature offered to resold local Customers.

**CallSaver 2** This flat rated voice mail service allows the subscriber to record a personal greeting up to forty-five seconds in length, receive up to thirty messages each as long as two minutes and store them up to five days. Pager and outcall notification and return to attendant can be established with this service. Extended absence greeting, send messages, future delivery of messages, and extension mailbox capabilities are not included with this service. The only message waiting capability offered is the optional message waiting stutter tone and/or visual indication feature offered to resold local Customers.

**CallSaver 3:** This flat rated voice mail service allows the subscriber to record two different greetings up to ninety seconds in length, receive up to thirty messages each as long as two minutes in length and store them up to seven days. Pager and outcall notification, return to attendant, send messages, extended absence greeting, and future delivery of messages can be established with this service. Up to five messages can be set up for future delivery.

**CallSaver Extension:** This flat rated voice mail service provides extension mailboxes to be established on a single subscriber line. It allows the subscriber to record individual forty-five seconds in length greetings for the main mailbox and three extension mailboxes. Forty two-minute in length messages can be held by the group of four partitioned mailboxes. Distribution of these forty messages will either be 10 messages per mailbox or on a first come first serve basis. Distribution capabilities are dependent on the voice mail platform serving the subscriber's market. Messages are stored for seven days. Sending messages among the main and extension mailboxes is included with this service. Pager and outcall notification, return to attendant, extended absence greetings, and future delivery of messages are not included with this service.

**Call Selector:** Provides a distinctive ringing pattern for calls received from up to six different telephone numbers. By dialing an access code, the user can create a screening list of up to six telephone numbers. Calls received from all six of these numbers will receive the distinctive ringing pattern.

## SECTION 1 - DEFINITIONS (CONTINUED)

**Call Tracing:** Enables the user to initiate an automatic trace of the last call received. By dialing an access code, the network will record the calling number, time it was received and time the trace was activated.

**Call Waiting:** Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back to the caller.

**Call Waiting Deluxe:** Call Waiting Deluxe includes the functionality of the Call Waiting feature and provides several additional call options.

**Company:** DELTACOM, INC., an Alabama corporation, which is the issuer of this tariff.

**Commission:** Public Service Commission.

**Customer:** The person, firm, corporation or other entity that orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

**Duplicate Bill Charge:** Charge for providing duplicate copies of Customer bills upon Customer request.

**Hunting:** Allows an incoming call to be redirected from a busy line in sequential order to the next idle line in a prearranged hunting group.

**Individual Case Basis (ICB):** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Joint User:** A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

## SECTION 1 - DEFINITIONS (CONTINUED)

**Local Calling:** A completed call or telephonic communication between a calling Station within the local service area of the calling Station.

**Local Exchange Carrier:** A company that furnishes exchange telephone service.

**Message Waiting:** Enables the Customer to receive a stutter dialtone when there is a message waiting in their voice mailbox.

**Multiple Appearance Directory Numbers:** A directory number that is assigned more than once to one or more Proprietary Business Sets.

**Non-Published Listing:** Listings that are not printed in directories nor available from Directory Assistance.

**Presubscription-2 (PIC-2):** An arrangement whereby a Customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the User's Primary Interexchange Carrier (PIC-2).

**Public Service Commission (PSC):** The Alabama Public Service Commission.

**Recurring Charges:** The monthly charges to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

**Repeat Dialing:** Automatically redials the last number the Customer attempted to call.

**Residential Service:** Residential Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

**RightRing I:** Enables a user to have two telephone numbers on a single physical line. Incoming calls are identified by a distinctive ringing pattern associated with each line

**RightRing II:** Enables a user to have three telephone numbers on a single physical line. Incoming calls are identified by a distinctive ringing pattern associated with each line.

**Service Commencement Date:** The Service Commencement Date shall be the date on which the Service first becomes available to the Customer, rather than on the "signed date" of the term agreement.

## SECTION 1 - DEFINITIONS (CONTINUED)

**Service Order:** The written request for local services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the Service is calculated from the Service Commencement Date.

**Service(s):** The Company's telecommunications service(s) offered on the Company's network.

**Shared Facilities:** A facility or equipment system subsystem that can be used simultaneously by several Customers.

**Signature (Basic):** Enables the Customer to view a display of the originating telephone number before answering an incoming telephone call.

**Signature (Deluxe):** Enables the Customer to view a display of the telephone number and name before answering an incoming telephone call.

**Signature (Enhanced):** Enables the Customer engaged on a telephone call, with optional hardware on their premise, to view a display of the originating telephone number before answering the incoming call waiting signal.

**Speed Calling:** Enables a User to call a 7- or 10-digit telephone number by dialing an abbreviated code. The arrangement available has an eight (8-code) and thirty (30-code) number capacity.

**Station:** Telephone equipment from or to which calls are placed.

**Telecommunications Services:** Long distance, local and private line data/internet services.

**Three Way Calling:** Enables a Customer to put an existing call on hold and place a second call to be added to the connection.

**User:** A Customer or any other person authorized by the Customer to use Service provided under this tariff.

**Virtual Call Forwarding:** A flat-rate facilities-based feature that allows the Company to port a telephone number in one Rate Center and forward up to 10 calls simultaneously to another facilities-based telephone number in the same Local Calling area. Calls cannot be forwarded to another local service provider nor to any telephone number that would incur toll charges. The original number must be ported and will be identified as the "*Virtual Call Forwarding Number*". The terminating number will be identified as the "*Virtual Call Forwarding Receiver*."

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Alabama under the terms of this tariff.

The Company is responsible under this tariff only for the Services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own customers.

### 2.2 Use of Service

**2.2.1 General.** The Service(s) provided by the Company may be used for any lawful purpose consistent with the transmission and switching parameters and rules of the facilities utilized in the provision of the 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) in such a manner as to unreasonably interfere with the use of the Service by any of the Company's Customers; and/or
- (C) 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.

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

## **SECTION 2 - RULES AND REGULATIONS (CONTINUED)**

### **2.3 Unauthorized Use**

- 2.3.1** 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.
- 2.3.2** 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.
- 2.3.3** 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 Facilities Used in Provision of Service**

- 2.4.1** The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as the facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.
- 2.4.2** The Customer must obtain an adequate number of access lines for toll free service to meet expected demand.

### **2.4 Facilities Used in Provision of Service (continued)**

- 2.4.3** The Customer is responsible for placing any necessary orders and complying with tariff regulations for Services described herein, and for assuring that its Users comply with tariff regulations.
- 2.4.4** 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. Failure to do so will void the Company's liability for interruption of Service and may make the Customer responsible for damage to equipment.

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

**2.4 Facilities Used in Provision of Service (continued)**

**2.4.5** 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.

**2.4.6** 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.

**2.4.7** The Company directly controls all facilities provided under this tariff.

**2.5 Limitations**

**2.5.1** Service is offered subject to the availability of facilities and the provisions of this tariff.

**2.5.2** The Company's liability hereunder shall be limited to credit allowances for service outages as set forth in Section 2.13 of this tariff. In no event shall the Company be liable to the Customer or any third party for any consequential, direct, indirect, special, incidental, reliance, exemplary or punitive damages, including, but not limited to, any loss of revenue or profits arising from or related in any manner to any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the Service whether or not the Company is aware of the possibility of such damages.

**2.5.3** 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;

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.5 Limitations (continued)

#### 2.5.3 (continued)

- (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 alternation of such equipment, facilities or Service or otherwise affect its use or performance.
- (F) any damage associated with the ordering (including the reservation of any specific number for use with a Service) of any Service or facilities offered under this tariff;
- (G) 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.
- (H) any representations made by Company employees that do not comport or are inconsistent with the provisions herein;
- (I) any noncompletion of calls due to network busy conditions;
- (J) any calls not actually attempted to be completed during any period that Service is unavailable;
- (K) any injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (L) any personal injury to, or death of, any person(s), or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by the Company at such locations;

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

**2.5 Limitations (continued)**

**2.5.3 (continued)**

(M) Any act or omission concerning the implementation of Presubscription, as defined herein.

**2.5.4** 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 liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

**2.5.6** 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 tariff.

**2.5.7** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network.

**2.5.8** The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

**2.5.9** The Company makes no other, and expressly disclaims all, warranties or representations, EXPRESS OR IMPLIED, concerning the Service or any content received via the Service, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

**2.5.10** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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

**2.5 Limitations (continued)**

**2.5.11** The Company's liability arising from errors or omissions of listings or directory assistance records is limited to the amount charged to the Customer for the listings. If the listings or Service was provided at no charge to the Customer, then the Company's liability is limited to \$1.00.

**2.5.12** In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will attempt to prevent the disclosure of the number to such telephone, but will not be liable should such number be divulged

**2.5.13** In conjunction with Busy Line Verification and Interrupt Service as described in Section 6, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**2.5.14 Emergency Number 911 Service**

(A) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

(B) The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.5 Limitations (continued)

#### 2.5.14 Emergency Number 911 Service (continued)

- (C) When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff Customer acknowledges and agrees with the release of information as described above.
- (D) In areas where the local governmental authority responsible for Emergency 911 Service bases its 911 fees on a percentage of the local tariff rates, the Company's 911 fee assessment for bundled products will be calculated on rates for stand-alone basic local exchange service.

### 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 tariff. 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 tariff.
- 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.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.6 Indemnification (continued)

- 2.6.3** Claims resulting from an act, negligence or omission of the Customer, Authorized Users, or patron(s) of the Customer relating to the use of the Company's Services or facilities;
- 2.6.4** Claims resulting from any act, negligence or omission of any entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company.
- 2.6.5** Claims resulting from 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, explosion 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 or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation, direction, other request of any governing authority or agency having or claiming jurisdiction over the Company thereof.
- 2.6.6** Where any claim arises out of the Company acting as a Resp Org or where DeltaCom Inbound 800 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 800 service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's 800 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 mis-routing of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

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## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.6 Indemnification (continued)

**2.6.7** All other claims arising out of any act or omission of the Customer in connection with any Service or facility provided by the Company.

### 2.7 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

### 2.8 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

### 2.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its Services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its Services;

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## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.9 Special Construction (continued)

- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction

All costs incurred by the Company for Special Construction will be billed to the Customer unless waived by an authorized representative of the Company.

### 2.10 Obligations of the Customer

#### 2.10.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (C) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local service to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.10.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the any order for service;

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

**2.10 Obligations of the Customer (continued)**

**2.10.1 General (continued)**

- (D) providing at no charge, as specified from time to time by Company, Company facilities and equipment installed on the premises of the Customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises, facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for indemnifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for indemnifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.10.1(c); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company;
- (G) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowances for interruptions in Service will be made for the period during which Services is interrupted for such purpose;

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.10 Obligations of the Customer (continued)

#### 2.10.1 General (continued)

- (H) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- (I) not causing any harm to the Company's equipment and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company; and
- (J) arranging for the installation of any additional premises wiring, if needed, at Customer's sole cost and expense after the Company terminates the Service(s) at the recognized point of demarcation.

#### 2.10.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of the Company or any third party, (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party, and (3) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer including, without limitation, use of the Company's Services and facilities in a manner not contemplated by the agreement between the Customer and the Company or this tariff.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.10 Obligations of the Customer (continued)

#### 2.10.2 Liability of the Customer (continued)

- (C) The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
  
- (D) If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.

#### 2.10.3 Customer Equipment and Channels

##### (A) General

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

The Company will deliver the Service(s) to the Customer at the physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation.

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

**2.10 Obligations of the Customer, (continued)**

**2.10.3 Customer Equipment and Channels (continued)**

**(B) Station Equipment**

1. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of Service may be required; however, where prior to notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in Section 2.13 is not applicable.
  
2. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.11 Interconnection of Facilities

- 2.11.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.11.2 Local services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers, which are applicable to such connections.
- 2.11.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

### 2.12 Inspections

- 2.12.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests that Customer is complying with requirements for installations, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.12.2 If harm to the Company's network, personnel or Services is imminent, the Company reserves the right to shut down Customer's Service immediately, with no prior notice required.
- 2.12.3 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm.
- 2.12.4 The Company will, upon a request from the Customer 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.13 Interruption of Service

#### 2.13.1 General

- (A) A credit allowance will be given when Service is interrupted due to any cause other than the negligence or willful act of the Customer or the operation or failure of the facilities or equipment provided by the Customer and except as specified in Section 2.13.2 following. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a Service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative.
- (C) If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

#### 2.13.2 Limitations on Allowances

No credit allowance will be made for any interruption in Service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by the Customer, Authorized User, Joint User, other common carrier providing service connected to the Service of the Company, or any person or entity other than the Company;
- (B) Due to the failure or malfunction of power, equipment, systems, connections or services not provided by the Company;

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

**2.13 Interruption of Service (continued)**

**2.13.2 Limitations on Allowances (continued)**

- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) Due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carriers connected to the Company's facilities;
- (E) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (F) A Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such Service;
- (G) During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (H) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (I) That was not reported to the Company within five (5) days of the date that Service was affected.

**2.13.3 Use of Alternative Service Provided by the Company**

Should the Customer elect to use an alternative service provided by the Company during the period a Service is interrupted, the Customer must pay the rates and charges for the alternative services used.

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## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.13 Interruption of Service (continued)

#### 2.13.4 Application of Credits for Interruptions in Service

##### (A) General

Credit allowance for interruption of Service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not 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. A credit allowance is applied on a pro rata basis against the monthly recurring rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. The credit shall apply only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Services. The credit will apply against future Services only and will not reduce the amount of any outstanding balance.

##### (B) Credit Allowances

1. For calculating local credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder for local line or local trunk service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
2. No credit shall be allowed for an interruption of a continuous duration of less than 24 hours. Credit allowances for service interruptions that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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

**2.13 Interruption of Service (continued)**

**2.13.4 Application of Credits for Interruptions in Service (continued)**

**(B) Credit Allowances (continued)**

3. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues. This credit applies only to monthly recurring charges, and does not affect any charges based upon Customer's actual usage of Company's Services.

Credit Formula:

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

"A" - outage time in hours

"B" - total monthly charge for affected facility

**2.14 Validation of Credit**

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 (12) 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; 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;

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.14 Validation of Credit (continued)

- (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 2.15 of this tariff.
- (D) The applicant makes a cash deposit to secure payment of bills for Service prescribed in Section 2.17 of this tariff.
- (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 that prior service because of nonpayment of bills, may be required to reestablish credit.

### 2.15 Customer Deposits and Advance Payments

#### 2.15.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the Service or facilities. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

#### 2.15.2 Deposits

- (A) The Company may require a cash deposit from a prospective Customer, a presently disconnected Customer, or a former Customer for the purpose of guaranteeing final payment for Service when in the judgment of the Company, such deposit is necessary. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.

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

**2.15 Customer Deposits and Advance Payments (continued)**

**2.15.2 Deposits (continued)**

- (B) A deposit may be required upon initiation or reinitiation of Service:
1. if the Customer's financial condition is not acceptable to the Company;
  2. if the Customer's financial condition is not a matter of general knowledge;
  3. if the Customer is presently disconnected;
  4. in the case of a former Customer where in the judgment of the Company such deposit is necessary;
  5. upon five (5) days written notice, if the Customer's account is not in good standing;
  6. upon five (5) days written notice, if the Customer's deposit has been refunded or found to be inadequate; or
  7. upon five (5) days written notice, if the Customer's usage increases sufficiently to warrant an additional deposit.
- (C) The Company may require such deposit prior to providing Service or require deposit payment by separate bill or coincident with or included in the first monthly billing. The Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request. Such required deposit shall not exceed the amount of an estimated bill for two regular billing periods or in the case of a Customer whose bills are payable in advance, it shall not exceed an estimated bill for one regular billing period, plus two months estimated toll. Interest shall accrue on such deposits at a rate of seven percent (7%) annually.
- (D) The Customer's deposit and accrued interest shall be made by credit to the Customer's account if the Customer meets the aforementioned requirements. At the Company's option and provided that a Customer is in good standing, the Company may credit or refund the deposit and accrued interest at any time.
- (E) The Company will not hold a Residential Customer's deposit beyond December following 24 months of deposit retention, if such account is considered in good standing by the Company. At this time, Residential Customers whose deposits have been held by the Company shall have their deposit and accrued interest refunded by the Company crediting such Customer's December billing.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.15 Customer Deposits and Advance Payments (continued)

#### 2.15.2 Deposits (continued)

- (F) Customers may obtain deposit refunds prior to the refund date by either:
1. Application to and approval by the Company. Barring that a Customer's circumstance is other than in good standing, the Company may refund the deposit and accrued interest.
  2. Upon final discontinuance of Service, the Company shall apply such deposit with accrued interest to any amounts owed by the Customer for Service. Any credit balance remaining will be refunded. Before the Service or facility is discontinued, the Company may, at its option, return the deposit or credit to the Customer's account.
- (G) The Company reserves the right to periodically review the Customer's credit worthiness and credit terms. The Company may request an initial deposit or an additional deposit based on the Customer's payment history and credit worthiness.
- (H) An additional deposit may be required from a Customer when excessive toll occurs and there is a known credit risk, either upon written notice or verbal notification subsequently confirmed in writing. If the deposit requirement is not met, toll restriction may be applied where technically available. If toll restriction is not available, local service may be denied if the deposit requirement is not met.

### 2.16 Terms and Conditions

- 2.16.1** Except as otherwise provided herein, Service is provided on the basis of a minimum period of at least one month, 24-hours per day. Customers shall continue to be provided Service until cancelled by the Customer in writing 30 days prior to the cancellation of Service. Unless otherwise specified herein for the purpose of computing charges in this tariff, a month is considered to have thirty (30) days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.16.2** This tariff shall be interpreted and governed by the laws of the State of Alabama without regard for its choice of laws provision.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.16 Terms and Conditions (continued)

**2.16.3** The Customer has no property right to the telephone number or any other call number designation associated with Services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

**2.16.4** The Company hereby reserves its rights to establish Service packages specific to a particular Customer. These contracts may or may not be associated with term discounts.

#### **2.16.5 Agreement for Service**

Customers will be required to enter into an Agreement for Service that contains or references a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company. 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, 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 thirty (30) 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 2.20 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.

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.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.17 Payment Arrangements

#### 2.17.1 Payment for Service

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

- (A) The Customer is responsible for payment of all charges for Services furnished by the Company to the Customer or its Joint or Authorized Users, including but not limited to, 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. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a Service for which a non-recurring Charge is specific, those charges may be passed on to the Customer.
- (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 Customer's outbound calling capabilities on an unauthorized basis. The Customer shall remain liable for all unauthorized use of the Company's Service(s) by Users. The Company may analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized use. The Customer shall pay for unauthorized or fraudulent use 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.
- (C) 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 nonrecurring 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. Any past due amounts will incur a late charges as set forth in Section 2.17.2.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.17 Payment Arrangements (continued)

#### 2.17.1 Payment for Service (continued)

- (D) 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 shall allow 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 2.15.
- (E) The Company's sole liability with respect to any overpayment by the Customer, for whatever reason, is limited to a credit in the amount of the overpayment.
- (F) The Customer is responsible for the payment of any sales, use, gross receipts, excise, or other local, state or federal taxes, charges or surcharges, including franchise and license fees (however designated) excluding taxes on the Company's net income, imposed or based upon the provision, sale or use of local services. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes, including but not limited to franchise fees and license fees) will only be recovered from those Customers located in the affected jurisdiction.
- (G) The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. In addition, the Company will itemize the following charges, including but not limited to, Telecommunications Relay Service, Universal Service Charges, Carrier Line Charges (CLC), E911, subscriber line charges and compensation to payphone service providers for the use of their payphones to access the Company's Services.

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

**2.17 Payment Arrangements (continued)**

**2.17.2 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 within a specified period of time in cash or the equivalent of cash. Electronic billing by the Company is available to the Customer.

- (A) Recurring, Non-recurring, service and installation charges are due and payable on or before the due date stated on the invoice. Amounts not paid by the due date shall be considered past due.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which Service is provided, and recurring charges shall be due and payable on or before the due date stated on the invoice and shall be considered past due if payment is not received by the due date. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period. The Company reserves the right to charge interest on any past due amount at the lawful rate then in effect.
- (C) 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.
- (D) Amounts not paid by the invoice due date will be considered past due. The Company reserves the right to charge interest on any past due amount at a monthly rate of 1.5% per month. Such amount will apply to checks or drafts presented for payment that are returned, plus an additional service charge up to the maximum allowed by law. 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) If the Customer accumulates more than \$250.00 of undisputed delinquent toll free (8YY) charges, the Company reserves the right to deny a request to port the Customer's toll free number until such undisputed charges are paid in full.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.17 Payment Arrangements (continued)

#### 2.17.2 Billing and Collection of Charges (continued)

- (F) In the event the Company incurs fees or expenses, including attorney's fees and/or court costs, in collecting or attempting to collect any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (G) If Service is disconnected by the Company (in accordance with Section 2.18 following) and later re-installed, re-installation of Service will be subject to all applicable installation charges. If Service is suspended by the Company and later restored, restoration of Service will be subject to the rates in Section 7.
- (H) A check return charge will be assessed for checks or drafts written on accounts with insufficient funds or on non-existing accounts, or on returned Automatic Funds Transfer transactions.

#### 2.17.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 60 days of receipt of the invoice. If the Customer does not provide written notice to the Company of a dispute with respect to the amounts invoiced within sixty (60) days of receipt of the invoice, the invoice shall be deemed correct and binding on the Customer for all purposes. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with provision of the Customer's service, those charges may be passed on to the Customer. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Alabama Public Service Commission in accordance with the Commission's rules of procedure.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.18 Disconnection of Service by Company

#### 2.18.1 General

The Company may refuse, terminate, discontinue or limit the use of Service (either temporarily or permanently) to the Customer without incurring any liability for the following reasons provided in this section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated. Upon the Company's discontinuance or suspension of Service to the Customer, all applicable charges, including termination charges, shall become due and the Customer is obligated to pay the Company for said charges.

Upon the Company's discontinuance of Service to the Customer the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.

**2.18.2** Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend Service without incurring any liability. If the Company temporarily interrupts Service due to nonpayment and payment is not received within five (5) days following the interruption, the Company reserves the right to disconnect Service. Service suspended by the Company and later restored will be subject to a restoral fee as set forth in this tariff. Service disconnected by the Company and reinstalled will be subject to all applicable installation charges and the Customer may be required to pay such charges prior to reinstallation of Service.

**2.18.3** Upon violation of any of the other material terms or conditions for furnishing Service the Company may, by giving thirty (30) days prior written notice to the Customer, discontinue or suspend Service without incurring any liability, if such violation continues during the 30 day period.

**2.18.4** For use of obscene, profane or grossly abusive language over or by means of the Company's facilities, or failure, upon reasonable notice, to cease and refrain from such practice.

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

**2.18 Disconnection of Service by Company (continued)**

- 2.18.5** Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 2.18.6** Upon any governmental prohibition or governmental required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.18.7** Upon the Customer's abandonment of Service, the Company may, with prior notice to the Customer, immediately discontinue or suspend Service without incurring any liability or require an additional deposit as permitted by law as security for future payment of Service.
- 2.18.8** Without incurring any liability, the Company shall suspend, terminate, disconnect or limit the use of Service in circumstances where the Customer's unlimited access to the network might result in substantial loss of revenue to the Company.
- 2.18.9** The Company may, immediately and without notice, suspend or discontinue Service if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services.
- 2.18.10** The Company may suspend or discontinue Service without notice in the event of Customer use of equipment or Services in such a manner as to adversely affect the Company's Service to others.
- 2.18.11** The Company may suspend or discontinue Service without notice in the event of tampering with the equipment or Services furnished by the Company.
- 2.18.12** The Company may suspend or discontinue Service without notice in the event the Customer is using the Service for unlawful purposes.

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

**2.18 Disconnection of Service by Company (continued)**

- 2.18.13** The Company may suspend or discontinue Service without notice in the event the Customer uses or attempts to use Service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the Service by:
- (A) Using or attempting to use Service by rearranging, tampering with, or making connection to the Company's Service not authorized by this tariff; or
  - (B) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (C) Any other fraudulent means or devices.
- 2.18.14** The Company may suspend or discontinue Service without notice in the event that a condition on the Customer's premises is hazardous.
- 2.18.15** If the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, past or current use of common carrier communications services or its planned use of service(s), the Company may discontinue the Customer's Service upon notice without incurring any liability
- 2.18.16** If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of service, the Company may discontinue the Customer's Service upon notice without incurring any liability.
- 2.18.17** The Company may suspend or discontinue Service without notice if the Customer's usage exceeds parameters based on historical usage by the Customer.
- 2.18.18** The Company may suspend or discontinue Service without notice 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 authorization codes or from or to certain NPA-NXXs.
- 2.18.19** Upon the Company's discontinuance of Service to the Customer, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or equity or under any other provision of this tariff. The suspension or discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

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

**2.19 Cancellation of Service**

**2.19.1 Cancellation of Service by Customer Prior to Installation**

If the Customer cancels or terminates an order prior to the installation of Services, the Company shall invoice the Customer and the Customer shall pay to the Company the following: (i) all standard installation charges; and (ii) all costs incurred by the Company in connection with such order, including, without limitation, installation and other costs incurred with third parties with respect to such cancelled Service and labor costs for work performed by the Company employees with respect to such order.

Notice for Cancellation of Service by Customer must be provided in compliance with Section 2.20.

**2.19.2 Cancellation of Service by a Customer Without Cause**

**(A) 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 all or any part of the Services obtained under the AFS prior to the expiration of the initial term or any renewal term then in effect for any reason other than Cause as set forth in Section 2.19.3, 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 total of all monthly recurring charges through the end of the Initial Term or Renewal Term, as applicable; and
- (2) any waived installation charges, the cost of any incentives and any miscellaneous charges incurred for dedicated access, including but not limited to engineering fees, expedite fees, carrier and local exchange order fees, change order charges, and miscellaneous configuration charges. In addition, the Company shall be entitled to the cost of collection of the forgoing amounts including, without limitation, court costs, reasonable attorney's fees and interest on past due amounts.

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.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.19 Cancellation of Service (continued)

#### 2.19.2 Cancellation of Service by a Customer Without Cause

##### (B) Discounts/Incentives Received

Where the Customer received reduced rates or a discount the Customer shall be liable to the Company for the amount of discount received by the Customer for the period from the beginning of the term of the Agreement for such Services up to and including the effective date of the termination of the Service or Services terminated.

Incentive(s) include but are not limited to free or discounted Services under term discounts, waiver of any fees (i.e., installation charges, loop charges), waived rental of equipment, etc. If Customer cancels any Service provided under an Incentive in full or in part, then Customer shall pay any fees Customer would have incurred without the incentive. Likewise, Customer shall pay the then current rate for any equipment received under an incentive (i.e., data CPE: multiplexers, CSU/DSU, routers, etc.) and/or, at the Company's discretion, allow the Company to retrieve the equipment from the Customer's premise during normal business hours.

(C) In addition, the Company shall be entitled to the cost of collection of the forgoing amounts including, without limitation, court costs, reasonable attorney's fees and interest on past due amounts. All costs, fees, charges and expenses shall become due and owing as of the effective date of the cancellation or termination.

#### 2.19.3 Cancellation of Service by a 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 20 business days ("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 cancel the Customer's agreement upon request of the Customer.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.19 Cancellation of Service (continued)

#### 2.19.3 Cancellation of Service by a Customer With Cause (continued)

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 30 days written notice of cancellation in advance.

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

### 2.20 Notices and Communications

**2.20.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for Service shall be mailed or delivered.

**2.20.2** All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, or bill with the U.S. Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by Addressee, whichever occurs first.

**2.20.3** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.20 Notices and Communications (continued)

#### 2.20.5 Company Contact Information for Cancellation

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 DeltaCom, Inc. – [disconnect@deltacom.com](mailto:disconnect@deltacom.com)
- (C) Facsimile, with confirmed receipt by DeltaCom, Inc. – 1-800-488-1386
- (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 thirty (30) days prior to the discontinuance becoming effective.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.21 Transfers and Assignments

The Company directly controls all facilities provided under this tariff. 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 tariff shall be binding on the Customer and his/her respective personal and legal representatives, successors and permitted assigns. The Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

The Company must receive all notices of disconnection thirty (30) days prior to the discontinuance becoming effective.

### 2.22 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.

### 2.23 Modification

Company reserves the right to modify its rates and Service policies at any time.

### 2.24 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.

## SECTION 2 - RULES AND REGULATIONS (CONTINUED)

### 2.25 Other 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, compensation to payphone service providers for the use of their payphones to access the Company's service, transport interconnection charges, residual interconnection charges and subscriber line charges. Please refer to Section 7 for a list of other charges that may apply.

### 2.26 Designation of Customer 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.

### 2.27 Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff.

### SECTION 3 - SERVICE DESCRIPTION

#### 3.1 Service Elements

##### 3.1.1 Timing of Local Exchange Calls

Unless otherwise indicated, all calls are timed in six-second increments and all calls, which are fractions of a minute, are rounded up to next six-second increment.

For Station-to-Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.

For Person-to-Person calls, call timing begins when connection is established between the calling person and the particular person, Station or mobile unit specified or an agreed alternate.

Call timing ends when the calling Station “hangs up”, and thereby releasing the network connection. If the called Station “hangs up” but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

##### 3.1.2 Time Periods Defined (All times refer to local time)

**Peak:** 8:00 a.m. to, but not including 5:00 p.m. - Monday through Friday

**Off-Peak:** 5:00 p.m. to, but not including 8:00 a.m. - Monday through Friday, all day Saturday and Sunday, and all Holidays.

Holidays include Christmas Day, New Year’s Day, Thanksgiving Day, Independence Day, and Labor Day.

##### 3.1.3 Computation of Charges

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 18 seconds and thereafter timed in 6-second increments; therefore, under this example, a 10-second call will be rounded up to 18 seconds (0.3 minutes), and a 44-second call will be rounded up to 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.

### SECTION 3 - SERVICE DESCRIPTION (CONTINUED)

#### 3.2 Infinity Service

Infinity Service is available to Residential Customers and provides the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the Local Calling area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the Local Calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service.

Twelve (12), twenty-four (24) and thirty-six (36) month term agreements are available. Customers who enter into a term agreement may incur a Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term.

##### 3.2.1 Local Calling Areas

Exchanges and zones served by DeltaCom, Inc. are listed below. NXXs associated with each particular exchange or zone may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange area. Exchanges in bold are Independent Company (ICO) exchanges.

<b>Exchange</b>	<b>Additional Exchanges</b>
Alabaster	Bessemer, Birmingham, Calera, Chelsea, Columbiana, Dora, Gardendale, Graysville, Montevallo, Pinson, Vincent, Warrior, West Blocton
Albertville	<b>Aroney</b> , Boaz, Guntersville
Alexander City	Dadeville, Goodwater
Anniston	Jacksonville, Ohatchee, Piedmont
Athens	<b>Elkmont, Ardmore</b> (Limestone County only, 423-XXXX)
Attala	Gadsden
Auburn	Opelika
Bay Minette	Fairhope, Mobile (including those Stations located in Tanner-Williams, MS, which are a part of the Mobile exchange)
Belle Fontaine	<b>Bayou La Batre, Dauphin Island, Fowl River, Grand Bay, Irvington</b> , Mobile (including those Stations located in Tanner-Williams, MS, which are a part of the Mobile exchange)

**SECTION 3 - SERVICE DESCRIPTION (CONTINUED)**

**3.2 Infinity Service (continued)**

**3.2.1 Local Calling Areas (continued)**

<b>Exchange</b>	<b>Additional Exchanges</b>
Bessemer	Alabaster, Birmingham, Calera, Chelsea, Columbiana, Dora, Gardendale, Graysville, Montevallo, Pinson, Vincent, Warrior, West Blocton
Birmingham	Alabaster, Bessemer, Calera, Chelsea, Columbiana, Dora, Gardendale, Graysville, <b>Leeds</b> , Montevallo, Pinson, <b>Trussville</b> , Vincent, Warrior, West Blocton
Boaz	Albertville, <b>Aroney</b> , Guntersville
Brewton	Flomaton, Century, FL
Bridgeport	Stevenson
Calera	Alabaster, Bessemer, Birmingham, Chelsea, Columbiana, Dora, Gardendale, Graysville, Montevallo, Pinson, Vincent, Warrior, West Blocton
Carbon Hill	Jasper, <b>Nauvoo</b>
Centreville	
Chelsea	Alabaster, Bessemer, Birmingham, Calera, Columbiana, Dora, Gardendale, Graysville, Montevallo, Pinson, Vincent, Warrior, West Blocton
Childersburg	Sylacauga
Citronelle	Mobile (including those Stations located in Tanner-Williams, MS, which are a part of the Mobile exchange), Mt. Vernon
Clanton	<b>Jemison, Thorsby</b>
Clayton	Eufaula (including those Stations located in Georgetown, GA, which are a part of the Eufaula exchange)
Columbiana	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Dora, Gardendale, Graysville, Montevallo, Pinson, Vincent, Warrior, West Blocton
Cordova	Jasper
Courtland	Decatur, Moulton, Town Creek
Cullman	Hanceville
Dadeville	Alexander City, Goodwater
Decatur	Courtland, Hartselle, Huntsville, Madison, Moulton, Town Creek
Demopolis	Linden

**SECTION 3 - SERVICE DESCRIPTION (CONTINUED)**

**3.2 Infinity Service (continued)**

**3.2.1 Local Calling Areas (continued)**

<b>Exchange</b>	<b>Additional Exchanges</b>
Dora	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Columbiana, Gardendale, Graysville, Montevallo, Pinson, Vincent, Warrior, West Blocton
Eufaula	Clayton (including those Stations located in Georgetown, GA, which are a part of the Eufaula exchange)
Eutaw	
Evergreen	
Fairhope	<b>Bay Minette</b> , Mobile (including Stations located in Tanner-Williams, MS, which are a part of the Mobile exchange)
Flomaton	Brewton, Century, FL
Florence	<b>Cherokee</b> , Killen, Leighton, Lexington, Rogersville, Russellville, Sheffield
Fort Deposit	
Fort Payne	
Gadsden	Attalla
Gardendale	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Columbiana, Dora, Graysville, Montevallo, Pinson, Vincent, Warrior, West Blocton
Goodwater	Alexander City, Dadeville
Graysville	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Columbiana, Dora, Montevallo, Pinson, Vincent, Warrior, West Blocton
Greensboro	
Guntersville	Albertville, Boaz
Gurley	Hazel Green, Huntsville, Madison
Hanceville	Cullman
Hartselle	Decatur, <b>Falkville, Massey, Oden Ridge</b>
Hazel Green	<b>Ardmore</b> (Madison County Only, 420-XXXX), Gurley, Huntsville, Madison, <b>New Market</b>
Holtville	Montgomery, Wetumpka
Huntsville	<b>Ardmore</b> , (Madison County Only, 420-XXXX), Decatur, Gurley, Hazel Green, Madison, <b>New Market</b>
Hurtsboro	Phenix City
Jackson	

**SECTION 3 - SERVICE DESCRIPTION (CONTINUED)**

**3.2 Infinity Service (continued)**

**3.2.1 Local Calling Areas (continued)**

<b>Exchange</b>	<b>Additional Exchanges</b>
Jacksonville	Anniston, Ohatchee, Piedmont
Jasper	Carbon Hill, Cordova, <b>Nauvoo, Oakman, Parrish</b>
Killen	<b>Cherokee</b> , Florence, Leighton, Lexington, Rogersville, Russellville, Sheffield
Lafayette	
Leighton	<b>Cherokee</b> , Florence, Killen, Leighton, Rogersville, Russellville, Sheffield
Lexington	<b>Cherokee</b> , Florence, Killen, Lexington, Rogersville, Russellville, Sheffield
Linden	Demopolis
Livingston	York
Madison	Decatur, Gurley, Hazel Green, Huntsville
Maplesville	Selma
Marion	
McIntosh	Mobile (including those Stations located in Tanner-Williams, MS, which are a part of the Mobile exchange)
Mobile	Bay Minette, <b>Bayou La Batre</b> , Belle Fontaine, Citronelle, <b>Dauphin Island</b> , Fairhope, <b>Fowl River, Grand Bay, Irvington</b> , McIntosh, Mt. Vernon (including those Stations in Tanner-Williams, MS, which are part of the Mobile exchange)
Montevallo	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Columbiana, Dora, Gardendale, Graysville, Pinson, Vincent, Warrior, West Blocton
Montgomery	Holtville, Prattville, Wetumpka
Moulton	Courtland, Decatur, <b>Grayson</b> , Town Creek
Mt. Vernon	Citronelle, Mobile (including those Stations located in Tanner-Williams, MS, which are part of the Mobile exchange)
Munford	Talladega
Ohatchee	Anniston, Jacksonville
Opelika	Auburn
Parrish	Jasper, <b>Oakman</b>
Phenix City	Hurtsboro, Columbus and Cussetta, GA

**SECTION 3 - SERVICE DESCRIPTION (CONTINUED)**

**3.2 Infinity Service (continued)**

**3.2.1 Local Calling Areas (continued)**

<b>Exchange</b>	<b>Additional Exchanges</b>
Piedmont	Anniston, Jacksonville
Pinson	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Columbiana, Dora, Gardendale, Graysville, Montevallo, Vincent, Warrior, West Blocton
Prattville	Montgomery
Red Bay	(Including those Stations in Red Bay, MS, which are a part of the Red by exchange), Russellville
Rogersville	<b>Cherokee</b> , Florence, Killen, Leighton, Lexington, Russellville, Sheffield
Russellville	<b>Cherokee</b> , Florence, Killen, Leighton, Lexington, <b>Phil Campbell</b> , Red Bay, Rogersville, Sheffield
Selma	Maplesville
Sheffield	<b>Cherokee</b> , Florence, Killen, Leighton, Lexington, Rogersville, Russellville
Stevenson	Bridgeport
Sylacauga	Childersburg
Talladega	<b>Lincoln</b> , Munford
Thomasville	
Town Creek	Courtland, Decatur, Moulton
Troy	<b>Goshen</b>
Tuscaloosa	
Tuskegee	
Uniontown	
Vincent	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Columbiana, Dora, Gardendale, Graysville, Montevallo, Pinson, Warrior, West Blocton
Warrior	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Columbiana, Dora, Gardendale, Graysville, Montevallo, Pinson, Vincent, West Blocton
West Blocton	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Columbiana, Dora, Gardendale, Graysville, Montevallo, Pinson, Vincent, Warrior
Wetumpka	Holtville, Montgomery
York	Livingston

**SECTION 3 - SERVICE DESCRIPTION (CONTINUED)**

**3.2 Infinity Service (continued)**

**3.2.1 Local Calling Areas (continued)**

**CenturyLink Exchanges**

<b>Exchange</b>	<b>Additional Exchanges</b>
Dothan	Dothan, Columbia, Headland, Midland City, Newton, Slocomb, Wicksburg
Daleville	Daleville, Echo, Enterprise, Newton, and Ozark
Lincoln	Pell City, Surfside, Talladega
Trussville	Trussville, Birmingham
Pell City	Surfside, Lincoln

**3.2.2 Extended Local Calling Areas**

<b>Facility Location</b>	<b>Extended Local Calling Area</b>
Albertville	Albertville, <b>Aroney</b> , Boaz, Guntersville
Alexander City	Alexander City, Dadeville, Goodwater
Anniston	Anniston, Attalla, Gadsden, Jacksonville, Munford, Ohatchee, Piedmont, Talladega
Birmingham	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Columbiana, Cordova, Dora, Gardendale, Graysville, <b>Leeds</b> , Montevallo, Pinson, <b>Trussville</b> , Tuscaloosa, Vincent, Warrior, West Blocton
Clanton	Clanton, <b>Jemison</b> , <b>Thorsby</b>
Cullman	Cullman, Hanceville
Decatur	<b>Ardmore AL</b> , Athens, Courtland, Decatur, Gurley, Hartselle, Huntsville, Hazel Green, Madison, Moulton, New Hope, <b>New Market</b> , Oden Ridge, Owens Crossroads, Town Creek
Eufaula	Eufaula, Clayton, Georgetown
Florence	<b>Cherokee</b> , Florence, Killen, Leighton, Lexington, <b>Phil Campbell</b> , Red Bay, Russellville, Rogersville, Sheffield
Ft. Payne	Ft. Payne
Gadsden	Anniston, Attalla, Gadsden, Jacksonville, Ohatchee, Piedmont

**SECTION 3 - SERVICE DESCRIPTION (CONTINUED)**

**3.2 Infinity Service (continued)**

**3.2.2 Extended Local Calling Areas**

<b>Facility Location</b>	<b>Extended Local Calling Area</b>
Guntersville	Albertville, Boaz, Guntersville
Huntsville	<b>Ardmore AL</b> , Athens, Courtland, Decatur, Gurley, Hartselle, Hazel Green, Huntsville, Madison, Moulton, New Hope, <b>New Market</b> , Oden Ridge, Owens Crossroads, Town Creek
Mobile	Bay Minette, <b>Bayou La Batre</b> , Belle Fountain, Citronelle, <b>Dauphin Island</b> , Fairhope, <b>Fowl River</b> , <b>Grand Bay</b> , <b>Irvington St. Elmo</b> , Jackson, McIntosh, Mt Vernon
Montgomery	Auburn, Holtville, Montgomery, Maplesville, Opelika, Prattville, Selma, Tuskegee, Wetumpka
Sheffield	<b>Cherokee</b> , Florence, Killen, Leighton, Lexington, <b>Phil Campbell</b> , Sheffield, Red Bay, Rogersville, Russellville
Sylacauga, AL	Sylacauga, Childersburg
Tuscaloosa, AL	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Columbiana, Cordova, Dora, Gardendale, Graysville, <b>Leeds</b> , Montevallo, Pinson, <b>Trussville</b> , Tuscaloosa, Vincent, Warrior, West Blocton

**CenturyTel Extended Local Calling Areas**

<b>Facility Location</b>	<b>Extended Local Calling Area</b>
Dothan	Columbia, Dothan, Headland, Midland City, Newton, Slocomb, Wicksburg
Daleville	Daleville, Echo, Enterprise, Newton, Ozark
Lincoln	Pell City, Surfside, Talladega
Trussville	Alabaster, Bessemer, Calera, Chelsea, Columbiana, Cordova, Dora, Gardendale, Graysville, Leeds, Montevallo, Odenville, Pinson, Springville, Trussville, Tuscaloosa, Vincent, Warrior, West Blocton
Pell City	Birmingham, Lincoln, Surfside, Trussville

**SECTION 3 - SERVICE DESCRIPTION (CONTINUED)**

**3.2 Infinity Service (continued)**

**3.2.3 Infinity ECS**

For an additional monthly recurring charge, as specified in the rates section of this tariff, Infinity Customers can order Infinity ECS (an Expanded LATA-wide Calling Service). This optional calling plan allows the Customer unlimited calling within the Infinity ECS calling area for a flat rate.

Customers will be provided the Infinity ECS area for the LATA in which they physically receive service on a location-by-location basis. Calling to areas within the specified LATA but to which Infinity ECS does not apply are noted as exception localities below. Calls to these exception areas will be charged the appropriate long distance rate.

<b><u>Service Location</u></b>	<b><u>Infinity ECS Calling Area</u></b>	<b><u>Exception Localities (areas not included)</u></b>
Within Birmingham LATA	Birmingham LATA (476)	Arab, Aroney, Cedar Bluff, Centre, Collinsville, Crossville, Gaylesville, Leesburg, Morgan City, Rinehart, Sand Rock, Union Grove, Whorton
Within Huntsville LATA	Huntsville LATA (477)	Ardmore
Within Mobile LATA	Mobile LATA (480)	Atmore, Beatrice, Bon Secour, Chatom, Davisville, FL, Deer Park, Elberta, Excel, Finchburg, Foley, Fort Morgan, Frankville, Frisco City, Fruitdale, Gilbertown, Gosport, Gulf Shores, Huxford, Lillian, Loxley, Magnolia Springs, McCullough, Millry, Monroeville, Orange Beach, Peterman, Pine Apple, Repton, Robertsdale, Seminole, Silas, Summerdale, Uriah, Walnut Hill, FL
Within Montgomery LATA	Montgomery LATA (478)	Ariton, Ashford, Banks, Brantley, Brundidge, Clio, Cottonwood, Dozier, Elba, Forest Home, Fort Davis, Gantt, Geneva, Gordon, Kinston, Louisville, McKenzie, Midway, New Brockton, Newville, Opp, Perote, Red Level, Samson, Union Spring

### **SECTION 3 - SERVICE DESCRIPTION (CONTINUED)**

#### **3.2 Infinity Service (continued)**

##### **3.2.3 Infinity ECS (continued)**

Calls within the Infinity ECS area will be considered local calls and no call detail will be available for these calls.

The dialing pattern of the Customer is not affected by adding the Infinity ECS Service. If they currently have to dial 1+10 digits as opposed to 7-digit dialing for certain areas, they will still have to dial 1+10 digits for calls to these areas.

Subscription to this Service requires that every line at the specified location have the Infinity ECS Service. This Service cannot be applied retroactively to the account. Calls placed before provision of the Infinity ECS Service will receive the appropriate long distance charges.

##### **3.2.4 Infinity Basic Service**

Infinity Basic Service will consist of an exchange line and all the associated equipment necessary to allow access to the telephone network to make and receive local and long distance calls. All necessary equipment to deliver the call to the Customer's site is included.

This calling Service allows the Customer unlimited access to all other Stations on the public switched network within the Customer's basic local calling area, i.e., the local calling area as specified in the incumbent local exchange carrier's tariff in effect and as amended from time to time in the future. All calls to destinations outside the basic local calling area but within the same state and LATA will be charged the IntraLATA rates as specified in the rates section of this tariff.

##### **(B) Standard Features**

Each Infinity Customer is provided with the following standard features:

Touch Tone  
Direct Outward Dialing

**SECTION 3 - SERVICE DESCRIPTION (CONTINUED)**

**3.2 Infinity Service (continued)**

**3.2.4 Infinity Basic Service (continued)**

**(C) Optional Features**

A local Residential Customer may order the following optional features as an enhancement to Infinity Basic Service at the rates specified in Section 8.

Call Block	CallSaver (Extension)
Call Forwarding Busy Line	CallSaver Family
Call Forwarding Busy Line (Customer Controlled)	Call Selector
Call Forwarding Don't Answer	Call Tracing
Call Forwarding Don't Answer (Ring Control)	Call Waiting
Call Forwarding Don't Answer (Customer Controlled)	Call Waiting Deluxe
Call Forwarding Multipath	Message Waiting
Call Forwarding Variable	Repeat Dialing
Call Forwarding Variable-Remote Access	RightRing (I and II)
Call Hold	Signature (Basic, Deluxe, Enhanced)
Call Return	Speed Calling (8 or 30 digit code)
CallSaver (Basic)	Three-Way Conference/Consultation Hold/Call Transfer
CallSaver (Basic 100)	

Some features may be available on a per-use basis.

All features are subject to availability and some feature interactions prohibit their simultaneous use.

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**SECTION 4 - RATES**

**4.1 Infinity Service**

**4.1.1 Rates**

	<b>MONTH RECURRING CHARGE</b>
<b>Infinity ECS, per line</b>	\$10.00
<b>Infinity Residential Line</b>	\$18.75
<b>Infinity Residential Line w/Signature</b>	\$18.75

**4.1.2 IntraLata Toll Rate per Minute** 0.105

(Rate applies only if the Customer does not subscribe to one of the Company's long distance products.)

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## SECTION 5 - DIRECTORY ASSISTANCE AND LISTING SERVICES

### 5.1 Directory Assistance Services

#### 5.1.1 Directory Assistance

Directory Assistance provides the calling party with the ability to obtain name, address, and/or telephone number for a listed telephone subscriber.

- (A) Each call to Directory Assistance will be charged as follows:

	<b>RATE</b>
Directory Assistance	\$1.25

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

- (B) A credit will be given for calls to Directory Assistance as follows:

- (1) The Customer experiences poor transmission or is cut-off during the call; or
- (2) The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

- (C) Directory Assistance charges are not applicable to Customers who have applied for and received Company certification as having a hearing, speech, or physical impairment that restricts their ability to use a printed directory. Applications for the Directory Assistance Disability Exemption must be accompanied by confirmation of the disability in writing on official letterhead of the physician, clinic, or group/agency verifying the disability.

This exemption is applicable exclusively to calls made by the disabled individual from their line, or in the case of a business employing disabled person(s), from the line assigned to that disabled individual(s). Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of the exemption could result in its removal.

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**SECTION 5 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**5.1 Directory Assistance Services (continued)**

**5.1.2 Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is an optional Service available for 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.

**(A) Rates**

Per Call Completion	\$0.45
Usage Charges	Per minute rate of the 1+ plan that the Customer is subscribed to or enrolled in at the time of the call

**5.2 Directory Listings**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange carrier provided on the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station Numbers, other than the Customer's main billing number, associated with a Customer's Service will be provided for a monthly recurring charge per listing.

**5.2.1** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

**SECTION 5 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**5.2 Directory Listings**

**5.2.2** The Company may refuse a listing which contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

**5.2.3** In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identify of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules and respect thereto.

**5.2.4** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

**5.2.5 Listing Type:** Directory listings are provided in connection with each of the Customer's services as specified herein.

**(A) Primary Listing:** A primary listing contains the name of the Customer, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

**(B) Additional Listings:** Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

	<b>RESIDENTIAL RATE (MRC)</b>	<b>CENTURYLINK EXCHANGES RATE (MRC)</b>
Additional Listing (per listing)	1.05	1.80
Listing of Title in Excess of One	1.05	N/A
Answering Service Listing	1.55	N/A
800 Listing	1.55	N/A
911 Listing	N/C	N/A
Listing for Paging, Cellular, Wireless Carrier	0.00	N/A

**SECTION 5 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**5.2 Directory Listings (continued)**

**5.2.5 Listing Type (continued)**

- (C) **Non-published Listings:** Those listings which are not printed in directories or available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.11.

	<b>RESIDENTIAL (MRC)</b>	<b>CENTURYLINK EXCHANGES RATE (MRC)</b>
Non-Published	4.50	3.00

- (D) **Non-listed Numbers:** A Non-listed Number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

	<b>RESIDENTIAL RATE (MRC)</b>
Non-Listed	2.50

- (E) **Foreign Listings:** Where available, a listing in a telephone directory which is not in the Customer's immediate calling area.

	<b>RESIDENTIAL RATE (MRC)</b>
Foreign Listing	1.05
Foreign Cross Reference Listing	1.05

**SECTION 5 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**5.2 Directory Listings (continued)**

**5.2.5 Listing Type (continued)**

- (F) **Alternate Call Listings:** Where available, a listing that references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

	<b>RESIDENTIAL RATE (MRC)</b>
Alternate Call Listing	1.55

- (G) **Reference Listings:** A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone.

	<b>RESIDENTIAL RATE (MRC)</b>	<b>CENTURYLINK EXCHANGES RATE (MRC)</b>
Cross Reference Listing	1.05	1.80

- (H) **Designer Listings**

	<b>RESIDENTIAL RATE (MRC)</b>
Designer Bold	2.00
Designer Bold Plus	3.00
Designer Script	2.00
Designer Script Plus	3.00
Designer Line (Standard)	3.00
Designer Line Bold	4.00
Designer Line Script	4.00
All Upper Case	N/C

## SECTION 6 – OPERATOR SERVICES

### 6.1 Operator Services

#### 6.1.1 General

A Customer may obtain the assistance of an operator to complete telephone calls in the following manner:

**Third Number Billing:** Provides the Customer with the capability to charge a local call to a third number that is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

**Collect Calls:** Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse in advance or when queried by the operator.

**Calling Cards:** Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

**Person to Person:** Calls completed with the assistance of any operator to a particular Station and specified by the Caller. The call may be billed to the called party.

**Station to Station:** Calls complete with assistance of an operator to a particular Station. The call may be billed to called party.

**General Assistance:** The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service toll free telephone numbers, but does not request the operator to complete a call.

**Busy Line Verification:** Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

**SECTION 6 – OPERATOR SERVICES (CONTINUED)**

**6.1 Operator Services (continued)**

**6.1.1 General (continued)**

**Busy Line Verification with Interrupt:** The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

(A) Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

- (1) The operator verifies the line is busy with a call in progress.
- (2) The operator verifies the line is available for incoming calls.
- (3) The operator verifies the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

**6.1.2 Local Rates**

(A) Per Minute Rates

MILEAGE	INITIAL MINUTE	ADDITIONAL MINUTE
1 – 10	.11	.09
11 – 16	.18	.15
17 – 22	.21	.18
23 – 30	.21	.18
31-40	.22	.19
41 – 55	.22	.19
56 – 70	.22	.19
71 – 85	.23	.19
86 – 100	.23	.19
101 – 124	.23	.19
125 – 148	.23	.19
149 – 196	.23	.19
197 +	.23	.19

**SECTION 6 – OPERATOR SERVICES (CONTINUED)**

**6.1 Operator Services (continued)**

**6.1.3 Local Rates (continued)**

**(B) Surcharges**

	<b>RATE</b>
<b>1. Station-to-Station</b> Dial Calling Card Operator	0.80 2.25
<b>2. Person-to-Person, each call</b>	4.90
<b>3. Operator Dialed Surcharge<sup>1</sup></b> (Station-to-station operator assisted or person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number.)	0.60
<b>4. Partially Automated Surcharge<sup>2</sup></b> (Station-to-station operator assisted calls where the Customer dials the terminating number.)	0.25
<b>5. Collect Calling</b>	4.90
<b>6. General Assistance</b>	0.60
<b>7. Busy Line Verification</b>	3.38
<b>8. Busy Line Interrupt</b>	6.00

Note 1: An Operator Dialed Surcharge is in addition to any applicable Billing Surcharge

Note 2: A Partially Automated Surcharge is in addition to any applicable Billing Surcharge.

**SECTION 6 – OPERATOR SERVICES (CONTINUED)**

**6.1 Operator Services (continued)**

**6.1.4 Intrastate Rates**

**(A) Per Minute Rates**

Mileage Range	DAY		EVENING		NIGHT	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
1-10	0.150	0.150	0.110	0.110	0.090	0.090
11-16	0.170	0.170	0.120	0.120	0.110	0.110
17-22	0.190	0.190	0.120	0.120	0.110	0.110
23-30	0.190	0.190	0.130	0.130	0.110	0.110
31-40	0.190	0.190	0.140	0.140	0.110	0.110
41-55	0.220	0.220	0.140	0.140	0.130	0.130
56-124	0.220	0.220	0.150	0.150	0.130	0.130
125-292	0.240	0.240	0.160	0.160	0.130	0.130
293 +	0.240	0.240	0.160	0.160	0.130	0.130

**SECTION 6 – OPERATOR SERVICES (CONTINUED)**

**6.1 Operator Services (continued)**

**6.1.4 Intrastate Rates (continued)**

**(C) Surcharges**

The following service charges shall be in addition to the per minute intrastate rates listed in (A) above.

Type of Service	Charge Per Call	
	<u>Billed to Calling Card</u>	<u>All Other Calls</u>
<b>Customer Dialed Calling Card Station</b>		
Customer Dialed, Automated	0.80	1.00
Customer Dialed, Operator Assisted	0.80	1.00
Customer Dialed, Operator Must Assist	2.25	2.25
<b>Operator Station*</b>		
Collect, Automated		2.25
Collect, Operator Assisted		2.25
Billed to a Third Party, Automated		2.35
Billed to a Third Party, Operator Assisted		2.35
Sent Paid - Non Coin		2.30
Sent Paid Coin		2.05
<b>Person-to-Person</b>	4.90	4.90

\* Includes Real Time Rated Calls

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**SECTION 7 - SERVICE ORDER AND OTHER CHARGES**

**7.1 Line Connection Charges**

- (A) The Line Connection Charge (First Line and/or Additional Line) applies for establishing an exchange access line. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface for simple type Services that do not require other network interfaces.
- (B) The Line Connection Charge First Line is applicable if the Customer is requesting only one line.
- (C) The Line Connection Charge applies for the connection of an exchange access line. The charge is applicable per exchange access line.
- (D) **Rates**

	<b>RATE</b>
Line Connection Charge	0.00

**7.2 Line Change Charges**

- (A) The Line Change Charge applies per line to miscellaneous Customer requested changes on existing service for, but not limited to, number change and suspend/restore.
- (B) The Line Change Charge is applicable if the Customer is requesting changes on only one line.
- (E) The Line Change Charge applies for each telephone number changed when requested by the Customer.
- (F) The Line Change Charge applies for establishing or changing call referrals to another number at the Customer's request.
- (G) **Rates**

	<b>RATE</b>
Line Change Charge	0.00

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**SECTION 7 - SERVICE ORDER AND OTHER CHARGES (CONTINUED)**

**7.3 Secondary Service Charges**

- (A) The Secondary Service Charge applies per Customer request for the receiving, recording, and processing of Customer requests to change Services or add new or additional Services.
- (B) The Secondary Service Charge will not apply if a Line Connection Charge or Line Change Charge is applicable.
- (C) The Secondary Service Charge will apply for adding or rearranging optional Service Features as listed in Section 8 of this tariff.
- (D) The Secondary Service Charge applies for transfers of responsibility.
- (E) The Secondary Service Charge applies for changing from Residential to Business Service. If the telephone number changes, the Line Change Charge applies in lieu of the Secondary Service Charge.
- (F) The Secondary Service Charge applies for rearrangement of drop wire, protector, and/or network interface. Charges for Service Calls may apply.
- (G) The Secondary Service Charge applies for installing a network interface jack at the Customer's request on existing Service. Charges for Service Calls may apply.
- (H) The Secondary Service Charge applies when changing a Station number or installing a Station line.
- (I) **Rates**

	<b>RATE</b>
Secondary Service Charge	\$0.00

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**SECTION 7 - SERVICE ORDER AND OTHER CHARGES (CONTINUED)**

**7.4 Service Call Charges**

- (A) The Service Call Charge is a nonrecurring charge based on the labor time and miscellaneous materials required to perform work on the Customer's premises.
- (B) The appropriate Line Connection Charge, Secondary Service Charge or Line Change Charge applies in addition to charges for Service Calls.
- (C) Charges for Service Calls apply per Customer request, per Company employee performing billable work on the Customer's premises. The sum of their time is used to determine the number of 30-minute increments to be billed, after the one-hour minimum billing period. Only one initial increment is to be billed per Customer request except when the Customer specifically requests more employees than the Company would normally dispatch. Where the Customer specifically requests additional employees, the initial increment charge will also apply per additional Company employee specifically requested.
- (D) Charges for Service Calls apply for, but not only to, rearrangement of drop wire, protector and/or network interface.
- (E) The charge for a network interface jack applies in addition to the appropriate Service Call Charges for installing a network interface at the Customer's request on existing service.
- (G) Charges for Service Calls will apply if the Company dispatches a service technician pursuant to the Customer's request and it is determined that no trouble exists.
- (H) **Rates**

	<b>Per Visit</b>
Service Calls	\$150.00/hour (1 Hour Minimum)
	\$75.00/each additional 30-minute increment after minimum is met.

**SECTION 7 - SERVICE ORDER AND OTHER CHARGES (CONTINUED)**

**7.5 Service Charge Exceptions**

- (A) Service Charges do not apply for changing from a private or semiprivate listing to a listed number.
- (B) Service Charges do not apply if the Customer has subscribed to one of the Company's applicable maintenance plans.
- (C) Service Charges do not apply for changing to and from flat, message or measured rate basic service. This includes changing from one usage service option to another. This does not include a change from Residential Service to Business Service.
- (D) Service Charges do not apply for full or partial disconnection.
- (E) Service Charges do not apply for moving from premises that have been destroyed or made untenable by a disaster such as a hurricane, tornado, fire, flood, etc., when equivalent service is established, to the new/temporary location or for the move back into the original location.
- (F) Service Charges do not apply for changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.
- (H) When a Customer's request is provided in accordance with a promotional waiver, additional Service subject to an equal or lesser Service Charge may be made a part of the promotional order. Charges for Line Connection, Line Change, or Service Calls may apply for additional Service.
- (I) When a Customer's request is provided in accordance with the service waivers listed in 7.5 (A)-(D) preceding, additional features or Services subject to the Secondary Service Charge may be made a part of the waiver order.
- (J) Service Charges for connection, moves or changes do not apply to telephone service previously provided over a Government System in military housing where there is no break in the continuity of service.

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**SECTION 7 - SERVICE ORDER AND OTHER CHARGES (CONTINUED)**

**7.6 911 Data Change Charge**

The Company will assess a \$12.00 911 Data Change Charge in order to recover certain costs associated with order processing charges resulting from updating and changing 911 address and/or telephone number information per the Customer's request. This charge is only applicable for Customers using a T1 facility with PRI signaling who have arranged in advance to have 911 listings for each Station number maintained in the PSAP database. These addresses are a more exact description of the location of the individual telephone such as a room number, building number or floor number. This charge is incurred when the Customer moves the telephone to another location and then requests to update the listing, which is submitted to the database management operations group for the PSAP ALI database.

**7.7 Customer Name Database Data Change Charge**

The Company will assess a \$12.00 CNAM Data Change Charge in order to recover certain costs associated with updating and changing information in the Customer Name Database per the Customer's request. Customer Name as referred to in this case is the name that appears on Calling Name and Number services when another party receives a call from the Company's Customer. The database that contains this data is referred to as the CNAM database. Customer Name is established upon order receipt and this charge is applied whenever a Customer want to change the name as it appears in the CNAM database.

**7.8 Restoral Charges for Interruption of Service**

A nonrecurring charge applies for the restoral of a line after temporary interruption of Service initiated by the Company or the Customer. If Service is temporarily interrupted by the Company and payment is not received within 5 days following the interruption, the Company reserves the right to discontinue Service. The restoral charge does not apply when, after disconnection of Service, Service is later re-installed. 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 reinstallation of Service.

	<b>Per Occurrence</b>
Line Restoral Charge	\$125.00
Suspension of Service Restoral Charge	\$125.00

**SECTION 7 - SERVICE ORDER AND OTHER CHARGES (CONTINUED)**

**7.9 Extended Wiring**

	<b>First Occurrence</b>	<b>Each Add'l Occurrence</b>
Digital Extended Wiring	\$135.00	N/A
Analog Extended Wiring	\$ 60.00	N/A

**7.10 Account Detail Fee**

All 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 Customers on a monthly basis. The Account Detail Fee will be waived if the Customer elects to obtain call detail on-line in lieu of receiving paper copies of call detail.

All Customers shall continue to receive a 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.

**7.11 Duplicate Bill Charge**

A Duplicate Bill Charge will be applied upon a Customer's request for a duplicate copy of the telephone bill. Requests for duplicate bills can be made either verbally or in writing.

**Residential**

<b>Quantity</b>	<b>Rate</b>
1-10 Pages	\$2.95
11+ Pages	\$2.95 + \$0.20 per page

**7.12 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.

**7.13 Move Fee**

Move Fee \$1,000.00



**SECTION 8 – MISCELLANEOUS OFFERINGS (CONTINUED)**

**8.2 Dialing Code for Telephone Relay Service (TRS) (continued)**

The Company will provision the TRS entity's request within a reasonable time, given the complexity of the order. If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

**8.3 Extension Service**

**8.3.1 General.** The basic rates for extension Stations are for such Stations that are located within the same building as the main station. Where extension Stations are provided at other locations, extension channel charges are applicable as set forth following, in addition to the basic rates. Extension Service provides for speech communications within the specifications and limits as set forth herein. Extension Service must be located on the same premises of the subscriber on which the main Station is located and is restricted to the use of the subscriber, his representatives and associates, or the members of the subscriber's immediate family or domestic establishment; except that in the case of individual line subscriber's service, Extension Service may be located on other premises under the following conditions, provided facilities are available and technical equipment limitations in each specific case permit, and provided that residence extension service is not located on business premises:

1. Where two or more "premises" of the same subscriber are used in the conduct of one establishment or business; or
2. Where the Extension Service is located on other than the subscriber's premises for the purpose of answering calls at such time as the subscriber is not available at the main Station, provided that separate exchange service is also provided on these other premises.

**SECTION 8 – MISCELLANEOUS OFFERINGS (CONTINUED)**

**8.3 Extension Service (continued)**

**8.3.2 Rates**

	<b>RATE</b>
Extension Channel	\$18.73
Extension Station – Off Premise	\$0.00
Mileage – Extension Line (Appearance of same line in another building on same premise)	\$0.57
Mileage – Private Tie Line	
Mileage – Extension Line On or Off Premise (same CO, each ¼ mile)	\$1.21

**8.4 Customized Code Restrictions (CCR)**

**8.4.1 General Regulations**

- (A) Customized Code Restriction is a Service that enables Customers to restrict certain types of outgoing calls from being placed over their exchange lines. This capability is provided only by means of recorded announcement restriction. It is offered with options containing various sets of codes to be restricted and is available to basic exchange Customers with Individual Line Residential or Business Service or PBX Trunks, in flat, message or measured rate services.
- (B) Customers may subscribe to whichever option meets their needs, but only one option may be provided on a line/Trunk or group of lines/Trunks.
- (C) CCR is furnished only from central offices equipped to provide this Service and where facilities permit.
- (D) When CCR is provided from central offices other than the Customer's normal serving central office, Foreign Central Office or Foreign Exchange charges, whichever is appropriate, will apply to all lines/Trunks equipped with this Service.

**SECTION 8 – MISCELLANEOUS OFFERINGS (CONTINUED)**

**8.4 Customized Code Restrictions (CCR) (continued)**

**8.4.1 General Regulations (continued)**

- (E) CCR does not provide restriction of non-chargeable calls to Company numbers, such as Customer Service, Public Emergency Service numbers (911), or 1-800 calling.
- (F) Subscribing to CCR does not relieve Customers of responsibility for calls charged to their numbers.
- (G) Customers who subscribe to CCR options that restrict operator access are required to place Company-provided stickers on each restricted telephone indicating the operator cannot be reached. In addition, it is the responsibility of the Customer to notify all users of their service that an operator cannot be reached.
- (H) The Company shall not be liable to any person for damages of any nature or kind arising out of, or resulting from, or in connection with the provision of this Service, including without limitation, the inability of Station users to access the operator for any purpose, or any other restricted codes specified for the options listed in 8.5.2 following.

**8.4.2 Customized Code Restriction Options**

The codes shown below are not all inclusive. Codes may be changed and new or different codes may be added as deemed appropriate by the Company.

OPTION	CODES BLOCKED
1	1+, 0+, 0-, 00-, 01+, 011+, 411, 976, 900, N11
2	0-, 0+, 00-, 01+, 976
3	1+, 0+, 0-, 00+, 01+, 001+, 900
4	900, 976
5	976
6	900, 976, N11
X	900, 976, International Call Blocking
Y	900, 976, International Call Blocking N11
14	900, 976, 411

**SECTION 8 – MISCELLANEOUS OFFERINGS (CONTINUED)**

**8.4 Customized Code Restrictions (CCR) (continued)**

**8.4.3 Rates**

	<b>RESIDENTIAL RATE PER LINE</b>	<b>CENTURYLINK EXCHANGES RATE PER LINE</b>
Custom Code Restriction 1	3.50	2.00
Custom Code Restriction 2	3.50	0.00
Custom Code Restriction 3	3.50	0.00
Custom Code Restriction 4	N/C	N/C
Custom Code Restriction 5	N/C	N/C
Custom Code Restriction 6	N/C	N/C
Custom Code Restriction X	N/A	N/A
Custom Code Restriction Y	0.00	N/A
Custom Code Restriction 14	N/A	5.50
Custom Code Restriction – Blocks all Toll	N/A	4.75

**SECTION 8 – MISCELLANEOUS OFFERINGS (CONTINUED)**

**8.5 Optional CLASS Features**

<b>FEATURE</b>	<b>Residential Rate Per Line</b>	<b>CenturyLink Exchanges Rate Per Line</b>
Block Call Return Activation	N/C	N/C
Block Repeat Dialing Activation	N/C	N/C
Block BusyConnect Activation	0.00	N/A
Block Call Return, Three Way Call Activation	N/A	0.00
Certified Block Call Name/Number Delivery	N/A	0.00
Call Block	4.80	4.50
Call Forwarding-Busy Line	1.25	3.50
Call Forwarding-Busy Line (Customer Controlled)	3.90	6.50
Call Forwarding-Busy Line (Fixed)	N/A	1.25
Call Forwarding-Busy Line (No Answer)	N/A	1.50
Call Forwarding-Don't Answer	1.25	1.25
Call Forwarding-Don't Answer (Ring Control)	1.00	3.50
Call Forwarding-Don't Answer (Customer Controlled)	3.90	6.50
Call Forwarding-Multipath	N/A	4.00
Call Forwarding-Busy Multipath	2.25	3.25
Call Forwarding-Don't Answer Multipath	2.25	3.25
Call Forwarding-Variable	4.80	5.00
Call Forwarding-Variable (Remote Access)	7.00	9.00
Call Forwarding-Variable (Multipath)	3.90	N/A
Call Forwarding (Preferred)	N/A	4.50
Virtual Call Forwarding Number	N/A	5.00
Virtual Call Forwarding Receiver	N/A	0.00
Call Hold	8.00	N/A
Call Return	6.00	6.00
CallSaver 1 (Resale)	13.95	N/A
CallSaver 2	13.95	N/A
Transfer Mailbox (to be used with CallSaver 1, 2 and CallSaver Extension)	N/A	5.75
CallSaver Basic (Facilities-Based)	3.95	4.95
CallSaver Basic 100	35.00	35.00
CallSaver (Extension)	17.25	17.25
CallSaver Pager	7.95	9.95

**Non-recurring charge for optional features:** \$1.50 per use

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**SECTION 8 – MISCELLANEOUS OFFERINGS**

**8.5 Optional CLASS Features (continued)**

<b>FEATURE</b>	<b>Residential Rate Per Line</b>	<b>CenturyLink Exchanges Rate Per Line</b>
CallSaver Family, per mailbox (Facilities-based)	4.95	4.95
Surrogate Client Number(Part of CallSaver 1, 2 and CallSaver Extension	0.00	0.00
Transfer Mailbox ( to be used with CallSaver 1, 2 and CallSaver Extension)	N/C	5.75
Call Selector	4.80	4.00
Call Tracing	4.80	6.00
Call Waiting	5.50	5.95
Call Waiting Deluxe	6.50	0.00
Call Waiting Prestige	N/A	5.00
Custom Call Transfer	4.95	6.00
Deny Collect Calls	N/A	0.00
Live Enhanced Transmission	N/A	5.00
Message Waiting	0.50	0.75
Repeat Dialing	4.80	6.00
Repeat Dialing per activation	N/A	0.75
RightRing I	4.00	6.00
RightRing II	6.00	10.00
Signature (Basic)	7.00	10.00
Signature (Deluxe)	7.95	11.50
Signature (Enhanced)	N/A	16.00
Speed Calling - 8 Code	4.80	4.00
Speed Calling-30 Code	5.40	5.00
Speed Calling-30 Code Prestige	N/A	5.50
Three-Way Calling	6.00	4.50
Three-Way Conference Calling	N/A	5.00
Three-Way Conference/Call Transfer Prestige	4.00	4.50

**Non-recurring charge for optional features:** \$1.50 per use

## SECTION 9 – PROMOTIONS AND DISCOUNTS

### 9.1 Promotional Offerings

The Company, from time to time, may make promotional offerings of its Services which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Notice will be provided pursuant to Commission Rules and Regulations.

### 9.2 Employee Discount Program

Current DeltaCom, Inc. employees may be eligible to receive discounted residential local exchange access service subject to credit approval. In the event the employee terminates employment or is dismissed, the former employee is no longer eligible for this program.

**9.3 Discounts:** The Company in its sole discretion may determine the method for calculating any discounts or incentives applicable to the Customer's account.

## SECTION 10 – GRANDFATHERED SERVICES

### 10.1 Dual Service

Dual Service is a service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center for a limited period of time for nondesigned services only. The provision of Dual Service assures the Customer continual service at both locations during the time of a move.

Dual Service will be offered subject to the availability of facilities and technical limitations.

Dual Service will be limited to a maximum service period of thirty (30) days.

Billing for Dual Service includes the nonrecurring charge plus the applicable portion of the monthly rate on both lines during the period of service overlap, regardless of the duration of that overlap.

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

#### 10.3.1 Rates

<b>Residential Dual Service Charge per line</b>	<b>20.00</b>
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