

TITLE SHEET

**NONREGULATED SERVICES-DATA TARIFF**

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**CHECK SHEET**

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this Sheet.

Sheet	Revision		Sheet	Revision	Sheet	Revision
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20	Original		44	Original	68	First *
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**CHECK SHEET (Continued)**

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**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in upper right corner of each Sheet. These numbers are used to determine the most current sheet version on file. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are multiple levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
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- D. Check Sheets** - When a tariff filing is made with the APSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new Sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*).

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line:** An arrangement that connects the customer's location to a DeltaCom, Inc. network switching center.

**Asynchronous Transfer Mode (ATM):** A high bandwidth, low-delay, connection-oriented, packet-like switching and multiplexing technique.

**Authorization Code or Identification Code:** A numerical code, one or more of which are available to a customer to enable him to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

**Authorized User:** A person, firm, corporation or other legal entity that is authorized by the Customer to utilize or be connected to the service of the Customer. An authorized user is other than an employee, officer or director of Customer if Customer is a company, and other than a family member of person residing with Customer if customer is a residential user. Customer is responsible for all charges incurred by Authorized Users.

**Bandwidth:** The width of a communications channel.

**CALLSAVER:** Voicemail system. Additional details are available in the Company's local service tariffs as filed with the appropriate state public service commission or as posted on the Company's website.

**Communications Services:** Communications services may be telecommunications services or information services and are offered in three categories: long distance, local, and data (includes but is not limited to private line and Internet services). Within each category, the Company offers a variety of products for the Customer's use. For example, T-PAC and Dune are products offered in the local service category; Dial-Up Internet and Private Line are products offered in the data service category; and, T-LD and Horizon LD are products offered in the long distance service category.

**Custom Local Area Signaling Services (CLASS):** Consists of number-translation services, such as call forwarding and caller identification, available within a local exchange of a LATA.

**Committed Information Rate (CIR):** The level of data traffic (in bits) which the Company agrees to handle over a period of time. The CIR can be anywhere between 0% and 100% of the speed of the access line and the speed of the port on the device to which you connect at the end of the service providers' Frame Relay network.

**Company:** Refers to DeltaCom, Inc., unless the context means otherwise.

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7037 Old Madison Pike  
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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)**

**Customer:** The person, firm, corporation or other entity that orders or uses service and is responsible for the payment of charges and for compliance with tariff regulations. A business customer is a telephone company subscriber whose use of such telephone company service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, or where the listing required is such as to indicate business use, and is therefore charged business rates for basic telephone service. A residence customer is a telephone company subscriber whose use of such telephone company service is of a domestic nature, and not substantially of an occupational nature, and who is therefore charged residence rates for basic telephone service.

**Customer Edge:** In Internet Usage, the edge that is closest to the Customer.

**Customer Premises Equipment (CPE):** Terminal equipment (telephones, key systems, PBXs, modems, video conferencing devices, routers, etc.) connected to the telephone network and residing on the Customer's premises.

**Datagram:** A transmission method in which sections of a message are transmitted in scattered order and the correct order is re-established by the receiving workstation. Used on packet-switching networks.

**Data Terminal Equipment (DTE):** DTE comprises the transmit and receive equipment at the terminal end of a data transmission. Considered part of Customer Premises Equipment.

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

**DiffServ CodePoint (DSCP):** A marker in the header of each IP packet that enables the network router to apply differentiated grades of service to the various packet streams.

**Direct Inward Dial (DID) Trunk:** A trunk from the central office which passes the last two to four digits of the Listed Directory Number to the PBX or hybrid phone system, and the digits may then be used verbatim or modified by phone system programming to be the equivalent of an internal extension.

**Domain Name:** A domain is a place you can visit with your browser, i.e., a World Wide Web site. The domain name is the address that gets you to the domain, and consists of hierarchical sequence of names (labels) separated by periods (dots).

**DSX-1:** A DSX is a manual bay, panel or some other device that is used to interconnect digital circuits. A DSX-1 interconnects DS-1 circuits.

**Effective Date:** The date the Customer first uses the long distance service.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)**

**End System Identifier (ESI):** ESI distinguishes multiple nodes at the same level in case the lower level peer group is partitioned.

**Ethernet:** A Local Area Network (LAN) standard used for connecting computers, printers, workstations, terminals, servers, etc. within the same building or campus.

**Expanded Calling Service:** A type of telephone service whereby subscribers of a given exchange may complete calls to and receive messages from one or more exchanges without the application of long distance charges.

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

**Facilities:** Company's facilities consist of facilities that Company owns and/or leases and for which Company renders a bill for payment to its Customers, whether or not such Facilities are actually owned by Company. Company's Facilities also include the computerized switching equipment that is used by Company to connect Customer's local call to a facility provided by an underlying facilities-based long distance Carrier over whose circuits the Customer's call is routed.

**Firewall:** A combination of hardware and software, which limits the exposure of a computer or group of computers to an attack from outside sources.

**Frame Relay:** An access standard defined by the ITU-T in the I.122 recommendation, "Framework for Providing Additional Packet Mode Bearer Services." Frame Relay services employ a form of packet switching analogous to a streamlined version of X.25 networks.

**Holidays:** The Company's recognized holidays are January 1st, July 4th, Labor Day, Thanksgiving Day and Christmas Day, on which Evening Rates apply from 8:00 AM to 5:00 PM in lieu of regular rates, if holiday falls on a weekday.

**Hub:** The point on a network where circuits are connected.

**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.

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7037 Old Madison Pike  
Huntsville, Alabama 35806

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)**

**InterLATA:** Calls that originate and terminate between points in Local Access Transport Areas (LATAs). LATAs are large local and regional telephone service areas that are defined pursuant to the 1982 Consent Decree between the United States Department of Justice and American Telephone and Telegraph Company and participating Carriers.

**Internet:** Many large computers joined together over high-speed backbone data links ranging from 56 Kbps to T-1, T-2, OC-1 and OC-3.

**Internet Protocol (IP):** Part of the TCP/IP family of protocols describing software that tracks the Internet address of nodes, routes outgoing messages, and recognizes incoming messages.

**Interstate:** Calls that originate in one state, crossing over and terminating in another state.

**IntraLATA:** Calls that originate and terminate within the same LATA.

**Intrastate:** Calls that originate and terminate between any two points within a state. Intrastate calls can be InterLATA or IntraLATA.

**Itemized Billing:** A billing report that indicates the telephone number to which calls are made and the duration of each call.

**Jitter:** Variability in latency, or delay.

**Kilobits per second (Kbps):** A measurement of speed indicating that one thousand bits of information travel past one point in a circuit in one second.

**Key Service Unit (KSU):** The main cabinet containing all the equipment, switching and electronics necessary to run a key telephone system.

**Latency:** Waiting time or time delay.

**Logical Port:** The logical interface between an endpoint (i.e., end process or program) and a communications or transmission facility.

**Local Service Management System (LSMS):** An intermediate database system that receives downloads of Customer records from the SMS/800 and further downloads them to the appropriate SCPs.

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)**

**Management Report:** A billing report that assists management in monitoring calls made by Authorized Users by listing calls by Customer Identification Numbers and Project Codes.

**Megabits Per Second (Mbps):** A measurement of speed indicating that one million bits of information travel past one point in a circuit in one second.

**Megabyte (MB):** A unit of measurement for physical data storage on some storage device.

**Mesh:** Network architecture in which each node has a dedicated connection to all other nodes.

**Mileage:** In calculating rates based on mileage, the measurement of distance is the air miles between the offices of the local telephone companies that originate and terminate the calls.

**MultiProtocol Label Switching (MPLS):** Method of speeding up IP-based data communication over ATM networks.

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

**Node:** A point of connection into a network.

**On-Net:** Areas that are within the Company's network footprint where the Company provides the service via its own network.

**Open System Interconnection (OSI):** A Reference Model developed by the ISO (International Organization for Standardization). It is the only internationally accepted framework of standards for communication between different systems made by different vendors. The OSI Model organizes the communications process into seven different categories and places these categories in a layered sequenced based on their relation to the user. Layers 7 through 4 deal with end to end communications between the message source and the message destination, while layers 3 through 1 deal with network access.

**Packet Switching:** Sending data in packets through a network to some remote location.

**Permanent Virtual Circuit (PVC):** A permanent association between two DTEs established by configuration.

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7037 Old Madison Pike  
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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)**

**Point-to-Point:** A private circuit, conversation or teleconference in which there is one person at each end, usually connected by some dedicated transmission line.

**Primary Rate Interface (PRI):** The ISDN equivalent of a T-1 circuit.

**Provider Edge:** In Internet Usage, the edge that is closest to the Provider.

**Router:** In software applications, it is a system level function that directs a call to an application. In hardware applications, it is the central switching office of the Internet and corporate Intranets and WANS.

**Service Commencement Date:** The Service Commencement Date shall be the date on which the Customer's first usage occurs, rather than on the "signed" date of the term agreement.

**Service Control Point (SCP):** The real-time data base system in the 800 Data Base Service network that contains instructions on how customers wish their calls to be routed, terminated or otherwise processed.

**Service Management System (SMS/800):** The main administrative support system of 800 Data Base Service. It is used to create and update Customer 800 Service records and that are then downloaded to Service Control Points (SCPs) for handling customer's 800 Service calls and to Local Service Management Systems (LSMSs) for subsequent downloading to SCPs. The system is also used by Resp Orgs to reserve and assign 800 numbers.

**Softswitch:** A type of switch that offloads call processing functions to industry-standard server hardware, and support open APIs which allow carriers and service providers to considerably shorten the "time to market" for new services. Softswitches typically support multiple protocols, including IP and ATM, and multiple QoS (Quality of Service) and GoS (Grade of Service) levels, and can serve as gateways between the circuit-switched PSTN and the packet-switched network of the service provider, resolving any protocol issues internally.

**Synchronous Optical NETWORK (SONET):** A family of fiber optic transmission rates from 51.84 million bits per seconds to 39.812 gigabits (billion, or thousand million) per second created to provide the flexibility needed to support many digital signals with different capacities, and to provide a design standard for manufacturers. SONET is an optical interface standard that allows interworking of transmission products from multiple vendors.

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7037 Old Madison Pike  
Huntsville, Alabama 35806

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)**

**Subscriber:** The person, firm, corporation or other entity that orders or uses service and is responsible for the payment of charges and for compliance with tariff regulations. A business customer is a telephone company subscriber whose use of such telephone company service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, or where the listing required is such as to indicate business use, and is therefore charged business rates for basic telephone service. A residence customer is a telephone company subscriber whose use of such telephone company service is of a domestic nature, and not substantially of an occupational nature, and who is therefore charged residence rates for basic telephone service.

**Throughput:** The actual amount of useful and non-redundant information that is transmitted or processed. Throughput is the end result of a data call.

**Trunk:** A communication line between two switching systems. The term switching systems typically includes equipment in a central office and PBXs.

**V.35:** ITU-T standard for trunk interface between a network access device and a packet network that defines signaling for data rates greater than 19.2 Kbps.

**Vertical Features:** Services such as call validation, "Plain Old Telephone Service" (POTS) number translation and provision of statistical information on the Customer's 800 traffic, which may be obtained by the Company from Local Exchange Company access tariffs on behalf of a DeltaCom, Inc. inbound 800 subscriber for which DeltaCom, Inc. serves as Resp Org.

**Voice over Internet Protocol (VoIP):** The technology used to transmit voice conversations over a data network using the Internet Protocol.

**Virtual Private Network (VPN):** A packet data network service offering with some of the characteristics of a private network.

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

This tariff contains the regulations and charges applicable to interstate and intrastate carrier Communications Services provided by the Company

The Company installs, operates, and maintains the Communication Services provided hereinunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week. The minimum period of service is one month unless specifically agreed upon by both the Customer and the Company.

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Huntsville, Alabama 35806

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.2 Use of Service**

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

- (A) in any way that might reasonably be expected to frighten, abuse, torment, or harass another;
- (B) for any purpose in violation of the law;
- (C) in such a manner as to unreasonably interfere with the use of the Service by any of the Company's customers; and/or
- (D) to transmit any material which, in the Company's sole discretion
  - (1) violates any U.S. 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.

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

**2.2.3 Shared Tenant Service.** If Customer intends to resell or rebill DeltaCom, Inc. services, Customer must certify that they have all necessary state, federal, legal and regulatory authority to resell or rebill any Communication Services to its tenants or customers. In no event will the Company directly bill any tenant or other customer of Customer. If Customer is found to be in violation of any federal, state or local law or regulation for reselling or rebilling Communications Services, Customer shall indemnify the Company for any related claims by any third party against the Company, including attorneys' fees and costs. All such indemnity obligations of Customer shall survive termination or expiration of the Agreement.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.3 Facilities Used in Provision of Service**

- 2.3.1** The Service is subject to the availability of suitable facilities.
- 2.3.2** The Customer must obtain an adequate number of access lines for toll free Service to meet expected demand.
- 2.3.3** The Customer is responsible for placing any necessary orders and complying with tariff regulations for services described herein, and for assuring that its users comply with tariff regulations.
- 2.3.4** The Customer shall provide for the proper installation, operation and maintenance of the Customer's equipment used in connection with the Service and shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with all FCC rules and regulations.
- 2.3.5** Equipment provided by the Company shall remain the property of the Company. Company-owned equipment will be returned to the Company upon termination of service. If Company-owned equipment is not returned from the Customer, the Customer will be billed the current Company listed purchase price for the equipment. The Company may substitute, change or rearrange any equipment, facility or system used in providing Service at any time.
- 2.3.6** The Company will deliver the Service(s) to the Customer to the physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation. The point of demarcation shall be the point where the Company's facilities end and the Customer's premises wiring begins. The Company is not responsible for the Customer's premises wiring beyond the point of demarcation.
- 2.3.7** Charges for T1 facility access are based on actual tariffed charges filed the dominant Local Exchange Carrier operating in each LATA and are subject to change upon notice to Customer. Customer agrees to appoint the Company as the Customer's agent for the purpose of procuring and maintaining the T1 facility access from the LEC. The Customer shall be solely responsible for payment of any charges or termination liability levied by the Customer's equipment vendor or local exchange company associated with the special construction equipment need to provide T1 facility access. The price components apply to facility access only.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.3 Facilities Used in Provision of Service (cont'd)**

**2.3.8** The Customer shall accept a T1 loop facility no more than 10 business days after the T1 loop facility has been installed or within ten (10) business days of a reasonable attempt by the Company to install the service. If the T1 loop facility is not accepted by the Customer and/or associated T1 services are not initiated within this time frame, a monthly recurring Idle T1 Charge as specified in Section 4.20 of this tariff, necessary for the Company to recover the cost of the idle T1 loop facility, will be applied to the Customer's account until the T1 loop facility and associated T1 services are accepted. Acceptance is denoted by completed installation of all T1 services ordered and provisioned on the T1 loop facility. Upon T1 loop acceptance, the monthly Idle T1 Charge will cease.

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

**SECTION 2 - RULES AND REGULATIONS (Continued)****2.4 Unauthorized Use**

- 2.4.1** The Customer is liable for all unauthorized and/or fraudulent use of Service by Users and the Company retains the right to analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized use.
- 2.4.2** The Customer shall pay for unauthorized or fraudulent use of service at the Company's highest usage charges applied to network usage and attempted network usage, whether or not a terminating connection was achieved, plus all costs incurred by the Company to detect, discover, observe, investigate, analyze, examine and locate the party responsible for unauthorized or fraudulent use.
- 2.4.3** The Company reserves the right to suspend or discontinue service to specific locations, when it has a good faith reason to suspect fraudulent use of its facilities.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.5 Limitations**

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

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.5 Limitations (continued)****2.5.4 (continued)**

- (E) changes in any of the facilities, operations or procedures of the Customer that render any equipment, facilities or service provided by the Company obsolete or require modification or alteration of such equipment, facilities or service or otherwise affect its use or performance;
- (F) any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.
- (G) any representations made by the Company employees that do not comport or are inconsistent with the provisions herein;
- (H) any non completion of calls due to network busy conditions; and
- (I) any calls not actually attempted to be completed during any period that Service is unavailable.

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

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

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.6 Indemnification**

Claims against the Company, its directors, officers, employees, representatives and agents who will be held harmless from any and all claims, demands, activities, suits, actions, losses, costs, damages, liabilities, expenses (including court costs, expenses and attorneys' fees) ("Claims") incurred by the Company that arise from or incident to any act, negligence or omission on the part of the Customer with respect to the Customer's duties hereunder or any conduct of the Customer or employee or representative of the Customer outside the scope of the Customer's Agreement with the Company and/or this 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.
- 2.6.3** Claims resulting from an act or omission of Customer or Authorized Users.
- 2.6.4** All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

**SECTION 2 - RULES AND REGULATIONS (Continued)****2.6 Indemnification (continued)**

**2.6.5** 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.

**2.6.6 Errors or Damages Caused by System Date Limitation**

The Company's liability for errors or damage resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.7 Validation of Credit**

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

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

**SECTION 2 - RULES AND REGULATIONS (Continued)****2.8 Payment Arrangements****2.8.1 Payment for Service**

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

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

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.8 Payment Arrangements (continued)****2.8.1 Payment for Service (continued)**

- (D) The Customer shall render payment in the amount of and on or before the date stated on the invoice. All service, installation, monthly recurring, and non-recurring charges are due and payable by the due date specified on the monthly invoice and shall be considered past due if payment is not received by the due date.
- (E) The Company's sole liability with respect to the Customer's overpayment, for whatever reason, is limited to a credit in the amount of the overpayment.
- (F) If the Customer pays via bank draft or credit card draft, the Customer's account will be drafted within 14 days after the conclusion of the billing cycle for the full amount due. In order to cancel a bank draft or credit card draft written notification must be received by the Company at least ten (10) business days prior to the conclusion of the Customer's current billing cycle. Upon receipt of notice to cancel a bank draft or credit card draft, the Customer permits the Company to make all credit inquiries necessary to make a determination regarding the extension of credit terms to the Customer and the Company reserves its right to require security deposits pursuant to Section 2.9.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.8 Payment Arrangements (continued)****2.8.2 Billing and Collection of Charges**

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

- (A) When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period. Recurring monthly subscriber service charges are billed in advance.
- (B) 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.
- (C) The Customer must notify the Company of any disputed items on an invoice within sixty (60) days of the date 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 the date of the invoice, the invoice shall be deemed correct and binding on the Customer for all purposes.
- (D) In the event a subscriber accumulates more than \$250.00 of undisputed delinquent DeltaCom Inbound 800 service charges, the DeltaCom, Inc. Resp Org reserves the right to not honor the subscriber's request for a Resp Org change until such undisputed charges are paid in full.
- (E) Billing of the Customer by the Company will begin on the Effective Date, as defined in Section 1.
- (F) If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**
**2.8 Payment Arrangements (continued)****2.8.2 Billing and Collection of Charges (continued)**

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

All business customers shall continue to receive paper summary bill page and a remittance slip free of charge. If a customer has both Local and Long Distance service with the Company, the monthly recurring fee, if not waived, will only apply once.

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

Quantity	Rate
1-10 Pages	\$5.95
11+ Pages	\$5.95 + \$0.20 per page

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.9 Deposits/Advance Payments**

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

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.10 Service Changes**

If the Customer requests to move the location to which the Company provides Service and/or requests changes to an existing Service provided by the Company, the Company will provide Service to the new location and/or accommodate the change in Service to the extent it is technically and economically feasible to do so, as determined in the sole discretion of the Company. In the event of a move of the location to which the Company provides Service, one or more of the following charges may apply:

**2.10.1** installation charges for the service provided at the new location;

**2.10.2** any out of pocket costs incurred by the Company as a result of the termination of the Services(s) either as a result of a move or a change; and/or

**2.10.3** any increase in rates allowed by applicable law.

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

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**SECTION 2 - RULES AND REGULATIONS (Continued)**
**2.11 Interruption of Service**

- 2.11.1** The Customer shall notify the Company immediately in the event of any interruption in Service and shall assist the Company in restoring the Service. The Customer shall notify the Company immediately of its desire to receive a credit allowance for such interruption. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.11.2** No credit shall be allowed for interruptions that result from the Customer's fault or the Company's testing or regularly scheduled maintenance or for any reason that constitutes Force Majeure as defined in Section 2.15.
- 2.11.3** For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.11.4** No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.11.5** The Customer shall be credited for an interruption of two (2) hours or more at the rate of  $1/720^{\text{th}}$  of the monthly charge for the facilities affected for each hour that the interruption continues.
- 2.11.6** This credit applies only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Service(s). This credit applies against future service only and shall not reduce the amount of any outstanding balance. All limitations of liability shall apply to the total of all credits issued.

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

"A" = Outage time in hours.

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

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.12 Annual Usage Commitment Level**

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

**2.13 Agreement for Service**

The initial term of service provided under an Agreement for Service ("AFS") shall be set forth on such AFS. Upon expiration of the initial term, 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 2.15.6 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)****2.14 Refusal of Service**

The following may not constitute cause for refusal of service to a present or prospective customer:

- (A) failure of a prior customer to pay for service at the premises to be serviced;
- (B) failure to pay for a different class of service for a different entity; or
- (C) failure to pay directory advertising charges.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.15 Cancellation of Service Prior to Installation**

**2.15.1** 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 2.15.6.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.15 Cancellation of Service (continued)****2.15.2 Cancellation by the 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 the following 2.15.3 below), then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for:

- (1) the applicable Annual Usage Commitment amount remaining unpaid for the remainder of the Initial Term or Renewal Term; and
- (2) the total of all monthly recurring charges through the end of the Initial Term or Renewal Term, as applicable; and
- (3) 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)****2.15 Cancellation of Service (continued)****2.15.2 Cancellation by the Customer without Cause (continued)****(B) Discounts / Incentives Received.**

Where the Customer received reduced rates or a discount because the Customer subscribed to more than one Service, the Customer's termination of one Service may result in the forfeiture of the Customer's reduced rates or discount for that Service or Services that are not terminated, and 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 the Bundle/Term Discount Program, 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 (i.e., Customer receives a discount for bundled services but cancels one of the services prior to the end of the Term), 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.

**SECTION 2 - RULES AND REGULATIONS (Continued)****2.15 Cancellation of Service (continued)****2.15.2 Cancellation by the Customer without Cause (continued)**

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

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

The Customer must notify the Company in writing a minimum of 60 days in advance of disconnection or termination of service under any of the above conditions. This waiver is not applicable to, and Customer will continue to be responsible for, any previously waived installation charges. Customer notice will be as described in Section 2.15.6.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.15 Cancellation of Service (continued)****2.15.3 Cancellation by the Customer with Cause**

If Customer is not satisfied with any service provided by the Company, Customer shall provide written notice specifying the performance deficiency in the Service and allow the Company 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.

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.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.15 Cancellation of Service (continued)****2.15.4 Cancellation by the Company**

- (A) **Notice.** Upon five (5) days written notice as is required by the governing regulatory body, the Company may refuse, terminate, discontinue or limit the use of Service (either temporarily or permanently) to the Customer or withhold the provision of ordered or contracted Service, without liability:
- (1) if any balance is past due;
  - (2) if the Customer exceeds its credit limit and does not cure within the applicable notice period referenced above in this section after receipt of such notice, which such notice may be by phone, mail, fax or e-mail;
  - (3) when necessitated by conditions beyond the Company's control;
  - (4) for violation of any of the provisions contained in this tariff and/or the Customer's Agreement with the Company, including the Terms and Conditions;
  - (5) for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Service;

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

**2.15 Cancellation of Service (continued)**

**2.15.4 Cancellation by the Company (continued)**

**(A) Notice (continued)**

- (6)** by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing the Service;
- (7)** for use of obscene, profane or grossly abusive language over or by means of the Company's facilities, or failure, upon reasonably notice, to cease and refrain from such practice.
- (8)** failure of a subscriber to make suitable deposit as required by Section 2.9 of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.15 Cancellation of Service (continued)****2.15.4 Cancellation by the Company (continued)**

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

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.15 Cancellation of Service (continued)****2.15.4 Cancellation by the Company (continued)****(B) Without Notice (continued)**

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

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

- (C) If the Company, due to nonpayment, temporarily suspends service and payment is not received within ten (10) days following suspension, the Company reserves the right to discontinue service without further notice. Service disconnected by the Company and later re-installed will be subject to all applicable installation charges and the Customer may be required to pay such charges prior to reinstallation of service.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.15 Cancellation of Service (continued)****2.15.5 Final Invoice**

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

**2.15.6 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 DeltaCom, Inc. thirty (30) days prior to the discontinuance becoming effective.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.16 Internet Access**

Internet Access and/or Email Access is provided to the Customer under the condition that none of the Customer's Internet content, Email content, transmission or any other Internet activities will be in violation of any local, state, federal or international laws, regulations or treaties or the Company's Internet Acceptable Use Policy or Email Acceptable Use Policy. Any such violations may be grounds for termination of the Access. The Customer agrees to abide by the Company's Internet Acceptable Use Policy and Email Acceptable Use Policy, which are available at <http://www.deltacom.com>. The Company provides no user access security with respect to any of the Customer's facilities or facilities of others. The Customer is responsible for user access security and network access. The Company will assist in network security breach detection or identification at the Company's standard rate, but shall not be liable for any inability, failure or mistake in doing so. If the Customer provides services through other networks, the Company accepts no responsibility for authorization of such networks. The Company does not own or control networks outside of the Company, nor is the Company responsible for performance (or nonperformance) within or over those networks or within non-DeltaCom-operated interconnection points between the Company and other networks. The Company shall provide the Customer technical consultation and instruction regarding network hardware, software, access techniques and commands at the Company's standard rates. The Company is not responsible to the Customer for the cost or expense of administrative, technical, emergency, or support personnel at the Customer's location necessary for dealing with the Company and for providing and maintaining the Customer's own computer equipment, or the Company's or other network access. Consultation Services that are extended to the Customer over the telephone and which exceed the customer support commitments as described herein will cost \$100.00 per hour; or \$150.00 per hour, if performed on the Customer's premises. The Customer must give the Company polling rights to the Customer's router as long as the Company is providing Access. The Access will pass data packets from Customer's Router to the Internet. Use of any information obtained through the Access is at the Customer's risk. The Company specifically denies any responsibility for the speed, accuracy or quality of information obtained through the Access. The Company is not responsible for the reliability of equipment that the Company did not install or configure or for the Customers' local networks or other hardware. The Customer is responsible for assessing its own computer and transmission network needs, and is solely responsible for the results obtained therefrom. If the Company is listed as the billing contact for the Customer's domain name, customer hereby consents to the Company's annual renewal of the Customer domain name unless otherwise instructed.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.17 Secure Access and/or IP/VPN**

The Secure Access service provided hereunder is the delivery via internet protocol of the Customer's data between two remote points utilizing Secure Access equipment. The Company's Secure Access service includes the provision of the equipment necessary to encode and decode the Customer's data, but excludes the provision of the Local Loop, which must be contracted for separately. The Company agrees to provide its Secure Access service within a certain minimum service level. The Service Level Agreement applicable to the Company's Secure Access is published on Deltacom's web site at <http://www.deltacom.com>, and is incorporated herein by reference. The Company does not represent or warrant that the Secure Access service will ensure uninterrupted or error-free operation.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.18 Software**

The Customer may be required to use special software to use some of the Services and software may be embedded in some of the CPE used by the Customer. The Customer is granted a limited, non-exclusive, non-transferable license under the software manufacturer's copyrights to use the software (in executable code form) as specifically configured by the software manufacturer solely in connection with the Company's services. All rights not specifically granted to the Customer herein are expressly reserved by the Company and/or the software manufacturer. The Customer will perform regular backups using the Software and will report any errors in executing such backups promptly by fax or e-mail to software manufacturer. The Customer will arrange for and maintain communication services used to connect to software manufacturer's site. The security mechanisms implemented by the software manufacturer may have inherent limitations and the Customer is solely responsible for determining that this mechanism sufficiently meets the Customer's security and operational needs. The Customer is responsible for any communication costs associated with the connection between the Customer site and software manufacturer's site. The Customer shall not place any data on the Server that: (a) infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent; or (e) contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. The Customer shall defend, indemnify and hold the Company and the software manufacturer harmless against any third party claim, action, suit or proceeding alleging any breach of the covenants contained herein. The Customer shall not: (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) merge the Software with other software; (c) sublicense, lease, rent, loan, or otherwise transfer the Software to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software; (e) use the Software to process data or provide any service bureau activity for any third party; or (f) otherwise use or copy the Software, except as expressly allowed by this provision. The Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) on the Software. Any additional terms and conditions that are applicable to the use of such software may be found on the Company's web site at [www.deltacom.com](http://www.deltacom.com) and/or the applicable software or CPE manufacturer's website, and the Customer shall abide by all such terms and conditions.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.19 Specific Regulations for Toll Free Services**

**2.19.1** The Company reserves the right to require an applicant for DeltaCom Inbound 800 Service to supply the following information requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.

- (A) DeltaCom Inbound 800 Service is furnished upon condition that the customer contracts for adequate facilities to permit the use of service without injurious effects upon it or any service rendered by the Company. The company may terminate or refuse to furnish DeltaCom Inbound 800 Service to any applicant, without incurring any liability and without notice to the customer, if the use of the service would interfere with or impair any service rendered by the Company.
- (B) The customer must obtain an adequate number of access lines for DeltaCom Inbound 800 Service to handle the customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (a) total call volume; (b) average call duration; (c) time-of-day characteristics; and (d) peak calling period. The Company, without incurring any liability and without notice to the customer, may disconnect or refuse to furnish Delta, Inc. Inbound 800 Service to any customer that fails to comply with these conditions.

**2.19.2** Each DeltaCom Inbound 800 Service telephone number must be placed in actual and substantial use by the customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the customer, as indicated, for example, by at least thirty (30) average monthly minutes of use or more. Any 800 telephone number associated with DeltaCom Inbound 800 Service that has not been placed in actual and substantial use during the first thirty (30) day period after service activation may be re-designated as a spare number in the SMS 800 database by DeltaCom, Inc., upon written notice to the customer.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.19 Specific Regulations for Inbound 800 Services (continued)**

**2.19.3** If the customer requests assignment of a specific 800 Service telephone number, the Company may require the customer to submit a number reservation agreement form to the Company. At no time may a customer have more than ten (10) numbers reserved. Any reservation shall be for no more than thirty (30) days and shall be subject to a (C) reservation fee that will be credited to the customer's unpaid balance after DeltaCom Inbound 800 Service has been in actual and substantial use for a consecutive thirty (30) day period. (C) Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective customers who have reserved 800 telephone numbers hereunder or customers who subscribe to and use DeltaCom Inbound 800 Service or their transferee or assigns, any ownership interest or proprietary right in any particular 800 number; however, upon placing as defined above, DeltaCom Inbound 800 Service customers do have a controlling interest in this 800number(s). DeltaCom Inbound 800 Service customers may retain the use of their 800 number assignments, even following changes in their 800 carrier and/or Resp Org.

**2.19.4** If a customer places an order for DeltaCom, Inc. to carry customer's already existing 800 number service, the customer shall provide the Company the contact names, telephone number and address of the customer's Responsible Organization (Resp Org). Upon subscription to DeltaCom Inbound 800 Service, the customer may execute a Letter of Authorization to transfer Resp Org. responsibility of its 800 number(s) to DeltaCom, Inc. Resp Org. If the customer elects to retain a non-DeltaCom, Inc. Resp Org, the customer must notify DeltaCom, Inc. of any changes in the customer's Resp Org, in writing, within forty-eight (48) hours of the change. The customer is responsible for all outstanding indebtedness for services provided by a previous Resp Org or 800 service carrier. DeltaCom, Inc. assumes no responsibility or liability with respect to any obligations of the customer to such previous service providers existing at the time of transfer to DeltaCom, Inc.

**SECTION 2 - RULES AND REGULATIONS (Continued)****2.19 Specific Regulations for Inbound 800 Services (continued)**

**2.19.5** It is the customer's responsibility to provide answer supervision back to the Company's point of connection even when the Company's Inbound 800 Service is connected to switching equipment or a customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon answer of the call to the customer's switching equipment or communications system and ends upon termination of the call.

**2.19.6** Subject to execution of a Resp Org Service Agreement between the Company and the customer, the DeltaCom, Inc. Resp Org will perform the function of Resp Org for all DeltaCom Inbound 800 Service orders unless the customer requests another Resp Org. DeltaCom, Inc. Resp Org functions include: (a) search for and reservation of 800 numbers in the SMS/800; (b) creating and maintaining the 800 number customer record in the SMS/800; and (c) provision of a single point of contact for trouble reporting.

(A) Where DeltaCom, Inc. serves as the Resp Org for a DeltaCom Inbound 800 Service customer, the Company will, at the customer's request, subscribe to 800 Directory Listing for the 800 number(s) assigned to the customer. A charge for 800 Directory Listings will apply as set forth in Section 4, Paragraph 4.25.K of this tariff. In the event that a customer transfers its 800 service to another Resp Org, the Company shall cease to subscribe to 800 Directory Listing Service on behalf of the customer and the customer is responsible for assuring that 800 Directory Listing Service is maintained through the new Resp Org. The customer is responsible for payment of any outstanding 800 Directory Listing charges, including any unexpired portion of any minimum period applicable to such service, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of 800 Directory Listing responsibility.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.19 Specific Regulations for Inbound 800 Services (continued)****2.19.6 (cont'd.)**

- (B) Where Delta serves as the Resp Org for a DeltaCom Inbound 800 Service customer, it will at the customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a DeltaCom Inbound 800 Service customer uses Vertical Features obtained by DeltaCom from Local Exchange Company tariffs, the customer shall reimburse DeltaCom for all such charges imposed by a Local Exchange Company. These charges may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- (C) In the event that a customer cancels its DeltaCom Inbound 800 Service, the customer may elect to retain DeltaCom as its Resp Org. Where DeltaCom serves as Resp Org for a non-DeltaCom Inbound 800 Service customer, a charge for Resp Org service will apply as set forth in Section 4, Paragraph 4.24 of this tariff.
- (D) In the event that a customer cancels its DeltaCom Resp Org or Inbound 800 Service, the customer shall be responsible for all outstanding indebtedness to the company and any outstanding charges applicable to any service obtained by or on behalf of the customer by DeltaCom, Inc.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.20 Restoration of Service**

**2.20.1** Service suspended by the Company and later restored, will be subject to a \$50.00 reconnection fee for each service suspended. 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.

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

**2.21 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.

**2.22 Disconnection of Existing Service(s) and Vendor Change(s)**

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

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.23 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.

**2.24 Special Service**

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

**2.25 Individual Case Basis (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an ICB arrangement in response to requests by Customers to the Company, 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. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.26 Modification**

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

**2.27 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.

**2.28 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.

**2.29 Payphone Surcharge**

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

Charge per call: \$0.60

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**SECTION 2 - RULES AND REGULATIONS (Continued)**
**2.30 Carrier Cost Recovery Fee**

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

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

**2.31 Carrier Line Charge**

The Company may assess a Carrier Line Charge (CLC) to customers in order to recover the Company's increased network costs caused by the wholesale rate increases imposed by incumbent local exchange companies under revised regulatory rules.

The rates will be assessed according to the following:

Line Type	Monthly Charge (per line and/or arrangement)
ISDN PRI	\$29.00
Centrex	\$0.99
All Other Line Types	\$4.99

**SECTION 2 - RULES AND REGULATIONS (Continued)****2.32 Returned Check Charge**

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

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

**2.33 Designation of Company Contact**

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

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 General**

Rates for services may vary by product type, call duration, mileage and time of day. All services are available 24 hours a day, seven days a week.

**3.1.1 Minimum Call Completion Rate**

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

**3.2 Timing of Calls**

Long distance charges are based on the actual usage of the Company’s network. Chargeable time begins when the called party answers, or when the billed party of a collect or person call accepts the charges. Chargeable time ends when either party disconnects.

Minimum call durations and rounding of usage measurements for billing purposes are specified in Section 4 of this tariff for each service provided by the Company.

There is no billing applied for incomplete calls.

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

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 am to 5:00 pm	Daytime Period						
5:00 pm to 11:00 pm	Evening Period						Eve.
11:00 pm to 8:00 am	Night/Weekend Period						

**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**

**3.2 Timing of Calls (continued)**

The evening rates apply to the holidays listed below unless a lower rate normally applies:

New Year's Day	January 1
Memorial Day	Nationally Recognized Day
Independence Day	July 4
Thanksgiving Day	Nationally Recognized Day
Christmas Day	Christmas Day

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.3 Calculation of Distance**

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and NECA Tariff No. 4.

Formula =

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

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**
**3.4 Data Connect**

Data Connect is a frame relay based service that allows the Customer to connect multiple offices. The Customer may chose a network designed in either a hub-and-spoke or a fully meshed fashion. Data Connect is delivered over multiple types of access circuits that are not shared with voice or Internet services. Data Connect is a bundled product that includes the loop, router, and one PVC to build the Customer's network. The bundled router is available only for on-net locations.

**3.4.1 Basic Options**

Data Connect 1.5	1.5 MBs
Data Connect 3.0	3.0 MBs
Data Connect 4.5	4.5 MBs

**3.4.2 Special Request Options**

Data Connect 6.0	6.0 MBs
Data Connect 7.5	7.5 MBs
Data Connect 9.0	9.0 MBs

**3.4.3 Customer Premise Equipment (CPE)**

<b>Option</b>	<b>Equipment*</b>
Data Connect 1.5	Adtran 3200
Data Connect 3.0 & 4.5	Adtran 3305
Data Connect 6.0, 7.5 & 9.0	Adtran 4305

\* CPE may not be substituted

CPE is provided as part of this service.

\$12.95 monthly recurring Equipment Maintenance Fee applies

**3.4.4 Frame Relay PVC**

Each location purchasing Data Connect will receive one PVC provisioned to another location at no additional charge. Additional PVCs can be purchased separately for an additional charge.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.4 Data Connect (continued)****3.4.5 Multiprotocol Label Switching (MPLS)**

Customers desiring to implement VoIP or who generally need Quality of Service (QOS) guarantees, MPLS is an available add on option as fully described in Section 3.7. If MPLS is purchased in conjunction with Data Connect, no additional router is required. The router supplied with Data Connect will support MPLS.

**3.4.6 Internet**

If a Customer requires both Internet traffic and site-to-site connectivity delivered on the same circuit(s), then the Customer will have to purchase either the INET product with Integrated Data Connect or MPLS+Secure IP. (See Section 3.6 for description and pricing for INET; Section 3.5 for description and pricing for Integrated Data Connect; Section 3.7 for description and pricing for MPLS.)

**3.5 Integrated Data Connect**

Integrated Data Connect is a package of data connectivity services available to a Customer with multiple locations. Additional monthly recurring charges apply. Integrated Data Connect allows for multi-site connectivity through Frame Relay and ATM and is offered with the following products as an optional service: Simpli-T, Simpli-T Plus, TPAC and INET T1s. Connectivity is allowed between the above listed products and stand-alone Frame Relay sites as well as multiple T1 sites.

**3.5.1 Packaging.** Integrated Data Connect is packaged as a replacement for the Internet connectivity when purchased with our Integrated Local T1 products or in addition to Internet when purchased with INET T1. Because this is a premium service additional charges apply in addition to the standard charges associated with each product listed in Section 3.5. No discounts will apply to Integrated Data Connect.

If the Customer elects to have both Internet and data on the same T1 at the host location enabling the sharing of Internet and data connectivity on the same host logical port, the Customer may do so by adding Secure Access to the Host location for an additional charge. Secure Access is required for any Customer adding Internet to the same logical port. Integrated Data Connect does not allow the Customer to purchase an Internet connection on the same logical port at remote sites.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**
**3.6 INET**

INET is a frame relay based service that provides the Customer dedicated Internet services. INET is delivered over multiple types of access circuits that are not shared with voice services. Customers who require both Internet services and site-to-site connectivity may add Integrated Data Connect to the INET service. (See Section 3.5 for additional information on Integrated Data Connect.) Customers who add Integrated Data Connect will also be required to purchase the Secure Access managed firewall solution. INET is a bundled data product that includes the loop, router, and one PVC to the Internet. The bundled router is available for on-net locations only. MPLS is not available unless Customer adds Integrated Data Connectivity.

**3.6.1 Basic Options**

INET 1.5	1.5 MBs
INET 3.0	3.0 MBs
INET 4.5	4.5 MBs

**3.6.2 Special Request Options**

INET 6.0	6.0 MBs
INET 7.5	7.5 MBs
INET 9.0	9.0 MBs

**3.6.3 Customer Premise Equipment (CPE)**

<b>Option</b>	<b>Equipment*</b>
INET + 1.5	Adtran 600R**
INET + 3.0 & 4.5	Adtran 3305
INET + 6.0, 7.5 & 9.0	Adtran 4305

\* CPE may not be substituted

\*\* If Integrated Data Connect with or without MPLS is selected, the Adtran 600R may be substituted for an Adtran 3200.

CPE is provided as part of this service.

\$12.95 monthly recurring Equipment Maintenance Fee applies

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.6 INET (continued)****3.6.4 Frame Relay PVC**

Each location purchasing INET will receive one PVC to the Internet that is configured with 50% of CIR by default. Customers are allowed to burst to full port. Traffic transmitted above CIR will be discard eligible and may be discarded if the Company's network is congested.

**3.6.5 Secure Access**

Firewall protection for the Customer's corporate network is available through the purchase of the Company's Secure Access managed firewall solution. (See Section 3.8 for additional information.) Secure Access is required when the Customer requires site-to-site connectivity on the same circuit as Internet service.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.7 MultiProtocol Label Switching (MPLS)**

MultiProtocol Label Switching (MPLS) is a data-carrying mechanism which emulates some properties of a circuit-switched network over a packet-switched network.. MPLS operates at an OSI Model layer that is generally considered to lie between traditional definitions of Layer 2 (data link layer) and Layer 3 (network layer), and thus is often referred to as a "Layer 2.5" protocol. It was designed to provide a unified data-carrying service for both circuit-based clients and packet-switching clients which provide a datagram service service model. It can be used to carry many different kinds of traffic, including IP packets, as well as native ATM, SONET, and Ethernet frames. MPLS is offered only in on-net areas.

**3.7.1 Product Structure**

MPLS will be a service option offered with the following products: DVP, Data Connect and Integrated Data Connect. When this service option is selected it must be used for all sites on a contiguous network. It may not be co-mingled with standard frame or ATM site connections.

**3.7.2 Service Levels**

Service levels are interchangeable within a single network. MPLS provides the following tiered service levels for site-to-site data connectivity:

**3.7.2.1 Bronze Service.** This service level is geared towards delay tolerant applications for site-to-site networks. The Company will provide all the elements as described below to support production and transaction orientated applications and provide for a fully meshed network. Standard charges will apply if the Customer selects Integrated Data Connect.

**3.7.2.2 Silver Service.** This service level is geared towards both delay tolerant and low latency applications for site-to-site networks. The Company will provide all the elements as described below to support production and transaction orientated applications and provide for lower latency with a high percentage of packets delivered in a meshed network. Associated premium monthly recurring charges will apply if the Customer selects Integrated Data Connect product.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.7 MultiProtocol Label Switching (MPLS) (continued)****3.7.2 Service Levels (continued)**

**3.7.2.3 Gold Service.** This service level is targeted towards applications requiring real time data transmission such as VoIP and other multimedia solutions. It provides service levels well suited for rich media content, video transmissions and real time data applications with low latency and jitter. It will carry the highest percentage of throughput available for high priority traffic with the lowest amount of latency in a meshed network. Associated premium monthly recurring charges will apply if the Customer selects Integrated Data Connect product

**3.7.2.4 Prioritization Standards.** Traffic priorities will be established based on percentages. A priority code will be established for each type of traffic. The priority code is then assigned a percentage based on the port size on the Company's data network. The priority code will determine the minimum amount of bandwidth throughput (MAT) designated for each service priority code. In the event of traffic congestion the Customer's traffic priorities will dictate the minimum throughput levels for each type of traffic.

The Silver and Gold Service levels allow customers to assign traffic priority classes. The traffic to be prioritized is based purely on the Customer's individual traffic quality needs and can be established through a variety of methods in their router. To optimize the use of the priority services the Customer should pick a MAT priority option that is large enough to support the total expected priority traffic bandwidth needed for each traffic type. Once the MAT for priority applications is subtracted from the port, any left over bandwidth speed can be viewed as burst capacity or best effort capacity for those less important applications.

The Customer will be responsible for setting the DSCP bit based on traffic type for upstream traffic. The Company will provide the DSCP bit schematic to be utilized based on the configuration option selected by the Customer. This will allow for prioritization based on the Customer's desired traffic mix. Once the Customer selects the package and the configuration option, the Company will establish the routing plan based on the selection.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**
**3.7 MultiProtocol Label Switching (MPLS) (continued)****3.7.2 Service Levels (continued)****3.7.2.4 Prioritization Standards. (continued)**

(A) Bronze Service – No Quality of Service enabled – Base offering

Traffic Type	Option 1
Standard	100%

(B) Silver Service – Priority Options

Traffic Type	Option 1	Option 2	Option 3
Mission Critical (DSCP 26)	25%	50%	75%
Best Effort			

(C) Gold Service – Priority Options

Traffic Type	Option 1	Option 2	Option 3	Option 4	Option 5
Real Time (DSCP 46)	10%	30%	50%	70%	90%
Mission Critical (DSCP 34)	50%	40%	40%	10%	0%
Business (DSCP 36)	25%	20%	0%	10%	0%
Best Effort					

**3.7.2.5 QoS Functionality.** The network will be able to prioritize traffic by tagging packets in order to utilize multiple queues for the different traffic types assigned by the Customer Edge (CE). Each priority level will be assigned a MAT, in the event of congestion between the CE router and the provider edge (PE) router based on the assigned option above. The prioritized traffic will be honored across the Company's network to the CE at the Customer's location for which the traffic is intended.

**3.7.2.6 Class of Service Forwarding.** As deployed within the MPLS core network, MPLS Class of Service forwarding will be able to classify different types of traffic based on DSCP values.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.7 MultiProtocol Label Switching (MPLS) (continued)****3.7.3 CPE Requirements****3.7.3.1 Company Provided Equipment**

- (A) **Bundled CPE.** The Company does not currently provide the router equipment to support the MPLS offering as part of our packaged CPE options for integrated local or stand-alone data connect T1s. However, the Company will configure the CPE in the packaged options to handoff to a separate router via V.35 or DSX-1 interface.
- (B) **Systems Group.** The Company will provide either Cisco or Adtran-Netvanta series routers through our systems group to support the MPLS offering.

**3.7.3.2 Customer Provided Equipment.** Customers may provide their own equipment in conjunction with MPLS. The router must be able to support marking of the DSCP bit for upstream traffic to the Company's network to allow for the enablement of QoS level offerings. Optional STAT team support will be provided for Adtran Netvanta and Cisco routers at the standard hourly rates for STAT support.

**3.7.3.3 CPE Configuration Management.** The Customer will be responsible for setting the DSCP bit based on traffic type for upstream traffic. The Company will provide the DSCP bit schematic to be utilized based on the configuration option selected by the Customer.

**SECTION 3 - DESCRIPTION OF SERVICE (continued)****3.8 Secure IP**

Secure IP is offered to MPLS customers who require Internet access. Internet access is provided via the MPLS product without the Customer having to order a dedicated Internet access circuit. Secure IP is an add-on feature and is not a stand-alone product. Secure IP will include a network-based firewall to avoid the issues related to capital, remote service and each individual firewall configured in a different manner. Secure IP utilizes the functionality within the Nortel Shasta solution to provide a number of pre-configured firewall options and a user defined option for Customers with requirements that do not fit one of the pre-defined packages. Customers will access this product as they would for their standard Internet or IP VPN service. At the point where the Customer's access enters the Company's IP network, Internet traffic will be routed to the Nortel Shasta equipment where the firewall service functionality is applied. Once the firewall service functional has been applied, the traffic is then routed out to the IP network for delivery to its destination. Secure IP is not available to IP VPN customers utilizing 'access from the Internet.' Secure IP provides the Customer with one (1) IP VPN user license and 1 MB of Internet access. Additional Internet bandwidth may be purchased in 1 MB increments. Secure IP is only available in on-net areas.

**3.8.1 Product Structure.** There are two (2) categories of firewalls. One for dedicated Internet T1 and below and another for dial access IP VPN Service Package 2 with Internet. In cases where email or web type traffic is allowed, the specific IP address(s) for the servers will be required. Traffic will be allowed to specific IP addresses and not open a traffic type to all destinations.

**3.8.2 Secure IP - Dedicated**

Secure IP – Dedicated provides options for dedicated Internet access with or without IP VPN service. The Company offers the following packages for Secure IP – Dedicated:

- (A) **Package A.** This is a basic package designed for Customers without email or web type servers.
- (B) **Package B.** This package provides the basic features plus email server support.
- (C) **Package C.** This package provides the basic features plus email and web server support.

**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.8 Secure IP (continued)****3.8.2 Secure IP – Dedicated (continued)**

- (D) **Package D.** This package allows the Customer to define the specific applications to be allowed through the firewall. The Customer must submit the exact configuration to be implemented by the Company. The Company will not develop the configuration but will implement the exact configuration submitted by the Customer. The Customer must provide the details including source and destination IP information, service/application information, port type, port number, and the action to be taken. This information must be provided for each rule to be implemented.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**
**3.9 Simplici-T Plus IP**

Simplici-T Plus IP is available to business Customers who have higher bandwidth needs for Internet or site-to-site connectivity. Initially, this service will be provisioned on a bonded T-1 platform to produce dynamic bandwidth where the local service, long distance and data transmission share the available bandwidth. The service utilizes IP for transmission between the Customer's premise and the Company's network. Multi Protocol Label Switching (MPLS) is employed to prioritize the voice traffic. The service delivery platform employs the use of the entire available bandwidth for data transmission when voice lines are not in use. Voice and real time media transmissions take precedence over data and as voice transmission is required, the Internet or data bandwidth will be reduced to accommodate voice needs.

Simplici-T Plus IP includes the CPE necessary for voice communication and network connectivity.

**3.9.1 Local Service.** Simplici-T Plus IP includes a minimum of 6 business lines in the base package. Customers have the option of ordering a maximum of 24 lines. Trunks, DID, Point-to-Point and PRI services are not available with Simplici-T Plus IP.

**3.9.1.2 Hunting.** Hunting is included in the base package and will be configured as defined by the Customer. Circular hunting is the default.

**3.9.1.3 Features.** All CLASS features are included in the base package. A package of CLASS features will automatically be enabled on all lines, as a default. The features included are as follows:

3-Way Calling/Custom Call Transfer	Call Tracing
Call Block	Custom Code Restriction 4
Call Return	Repeat Dialing
Call Selector	Speed Calling 30

Additional CLASS features are available for selection by the Customer at no additional charge.

Call Forward Busy	Custom Code Restrictions (All)
Call Forward DA	Message Waiting – Audible
Call Forward DA-RC	Signature Basic
Call Forward Variable RA	Signature Deluxe
Call Forward Variable	Signature Deluxe Multi-line Hunt Group
Call Waiting	Star 98 Access

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.9 Simplici-T Plus IP (continued)****3.9.1 Local Service (continued)****3.9.1.3 Features (continued)**

Simplici-T Plus IP does not provide the following:

- (A) Incremental charges for CLASS features;
- (B) Call Waiting in a Hunt Group; or,
- (C) Rightrings in a Hunt Group

**3.9.2 Expanded Calling Service.** This service is automatically configured on all lines. In order to accommodate Expanded Calling Service, the Customer must select DeltaCom as the IntraLATA toll provider.

**3.9.3 Long Distance Service.** The following long distance services are offered in conjunction with Simplici-T Plus IP: T-5000, T LD and Horizon LD. The Customer may only select one of these services and will be bound by the terms, conditions and rates as defined in the Company's Interexchange Tariff as filed with the appropriate state regulatory commission or as posted on the Company's website. Customers selecting toll free service are eligible for one toll free number at no charge. Additional toll free numbers can be added at an incremental charge per number.

**3.9.4 Broadband Service.** Internet access is the default service provisioned for Simplici-T Plus IP unless the Customer selects Integrated Data Connect with MPLS. The following bandwidth options are available for either Internet Access or Integrated Data Connect:

Service	Bandwidth Option
Simplici-T Plus IP3.0	3 Mg
Simplici-T Plus IP4.5	4.5 Mg
Simplici-T Plus IP6.0	6 Mg

The Company guarantees the customer will have the ability to burst up to 3, 4.5 or 6 Mega bits per second, based on the bandwidth ordered, if no phone lines are in use.

**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.9 Simpli-T Plus IP (continued)****3.9.4 Broadband Service (continued)**

**3.9.4.1 Internet Access.** Internet Access provides the following features:

- (A) Burstable access up to the maximum available bandwidth based on the bandwidth selected Mbps when local lines are not in use. Local voice traffic takes priority over data traffic. Each voice line will utilize approximately 64 Kbps in bandwidth when an off hook condition exists. However, fax and modem calls will be automatically un-compressed, and will require 80 Kbps of bandwidth.
- (B) One domain name registration is included when Internet Access is selected. Additional domain names are available for an additional charge.
- (C) Up to thirty (3) e-mail boxes are allowed per master account. Additional e-mail boxes may be ordered at an additional charge. Addition and deletion of e-mail boxes will be managed by the Customer through the Online Account Management website.
- (D) Up to six (6) static IP addresses are allowed, as a default, per T1. Additional static IP addresses are available, at no additional charge but the Customer must justify the need for additional static IP addresses. Only static IP addresses are allowed. Dynamic IP addresses are not available with Internet Access.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.9 Simpli-T Plus IP (continued)****3.9.4 Broadband Service (continued)**

**3.9.4.2 Integrated Data Connect with Multiprotocol Label Switching (MPLS).** Integrated Data Connect provides for site-to-site connectivity as described herein. MPLS services are automatically enabled and employed to prioritize voice services. If the Customer needs site-to-site connectivity and Internet access then the Customer must also purchase the Secure IP product option. Sections 3.4, 3.7 and 3.8 provide product options and pricing for Data Connect, MPLS and Secure IP.

**3.9.4.2.1 Customer Premise Equipment (CPE).** The following CPE are available with this service:

Adtran TA 612 or TA 624\*  
Adtran NetVanta 4305  
NetVanta TA 612 MGCP  
NetVanta TA 624 MGCP

\* Installation is included with Simpli-T Plus.

**3.9.4.2.1.1** CPE is subject to the following conditions:

- (A) \$12.95 monthly recurring Equipment Maintenance Fee applies;
- (B) Equipment remains the property of the Company and is available for use by the Customer as an enabler to the application. Upon cancellation of service, the Company will recover the equipment from the customer's premise;
- (C) Customer is not allowed to make changes to the Company's CPE. Only Company authorized personnel are allowed to service and maintain the equipment.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.9 Simpli-T Plus IP (continued)****3.9.5 Optional Elements**

Optional elements represent services that may carry additional charges. The elements are not required but are intended to satisfy the Customer's need in line growth and multi-site connectivity.

**3.9.5.1 Additional Lines.** Customers can purchase up to twenty-four (24) lines with Simpli-T Plus IP.

**3.9.5.2 Voicemail.** Customers selecting voicemail service are eligible for one voicemail box at no charge. Additional CALLSAVER facility services are available at an additional monthly recurring charge.

**3.9.5.3 Simply Analog.** A special analog line is available for use with alarm, fax or data services. The analog line must be at the same location as the Simpli-T Plus T1 and the Customer cannot purchase more than three (3). T\_5000, T\_LD and Horizon LD are long distance options for Simply Analog lines. Pricing for Simply Analog is contained in the Company's local services tariffs as filed with the appropriate state commissions.

**3.9.5.4 T\_Remote.** T\_Remote lines are available to multi-location customers with remote sites. The host location must subscribe to Simpli-T Plus service. The remote site locations can subscribe to T\_Remote local service with a similar feature set and design as the host lines. T\_5000, T\_LD and Horizon LD are long distance options available for T\_Remote lines. CLASS feature packages are dependent upon the serving ILEC. Pricing for T\_Remote is contained in the Company's local services tariffs as filed with the appropriate state commissions.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**

**3.10 Simpli-Business IP**

Simpli-Business IP is available to business Customers who have higher bandwidth needs for Internet or site-to-site connectivity. In the first phase, this service will utilize the base Simpli-Business product components to provide a bundled Local, Data and Long Distance service, which also includes the Company’s Hybrid Key System solution with multiple dynamic bandwidth offerings. The evolution of Simpli-Business IP will include the addition of softswitch features as well as additional bandwidths. Initially Simpli-Business IP will be provisioned on a bonded T1 platform to produce dynamic bandwidth where the local service, long distance and data transmission share the available bandwidth. Simpli-Business utilizes IP for transmission between the Customer’s premise and the Company’s network. Multi Protocol Label Switching (MPLS) is employed to prioritize the voice traffic. The service delivery platform employs the use of the entire available bandwidth for data transmission when voice lines are not in use. Voice and real time media transmissions take precedence over data and as voice transmission is required, the Internet or data bandwidth will be reduced to accommodate voice needs.

Simpli-Business IP includes the CPE necessary for voice communication and network connectivity.

**3.10.1 Local Service.** Simpli-Business IP includes a minimum of 4 business lines in the base package. Customers have the option of ordering a maximum of 24 lines. Trunks, DID, Point-to-Point and PRI services are not available with Simpli-Business IP.

**3.10.1.2 Hunting.** Hunting is included in the base package and will be configured as defined by the Customer. Circular hunting is the default.

**3.10.1.3 Features.** All CLASS features are included in the base package. A package of CLASS features will automatically be enabled on all lines, as a default. The features included are as follows:

3-Way Calling/Custom Call Transfer	Call Tracing
Call Block	Custom Code Restriction 4
Call Return	Repeat Dialing
Call Selector	Speed Calling 30

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.10 Simpli-Business IP (continued)****3.10.1 Local Service. (continued)****3.10.1.3 Features. (continued)**

Additional CLASS features are available for selection by the Customer at no additional charge.

Call Forward Busy	Custom Code Restrictions (All)
Call Forward DA	Message Waiting – Audible
Call Forward DA-RC	Signature Basic
Call Forward Variable RA	Signature Deluxe
Call Forward Variable	Signature Deluxe Multi-line Hunt Group
Call Waiting	Star 98 Access

Simpli-Business IP does not provide the following:

- (A) Incremental charges for CLASS features;
- (B) Call Waiting in a Hunt Group; or,
- (C) Rightrings in a Hunt Group

**3.10.2 Expanded Calling Service.** This service is automatically configured on all lines. In order to accommodate Expanded Calling Service, the Customer must select DeltaCom as the IntraLATA toll provider.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.10 Simpli-Business IP (continued)**

**3.10.3 Telephone System.** Simpli-Business IP includes the equipment necessary for voice communications. The Electra Elite IPK II system is a powerful key system that can meet the ever-changing communications demands of current businesses. Provision of this equipment is subject to the following conditions:

- Equipment remains the property of the Company and is available for use by the Customer as an enabler to the application. Upon cancellation of service, the Company will recover the equipment from the customer's premise;
- Customer is not allowed to make changes to the Company's CPE. Only Company authorized personnel are allowed to service and maintain the equipment.

**3.10.3.1 Base Key System Configuration**

- (A) One (1) Base KSU
- (B) One (1) COIB 8 port line cards
- (C) One (1) ESI card which supports 8 stations
- (D) Six (6) NEC Digital Telephones
- (E) One (1) Elite IPK II 2-port Voicemail Card
- (F) One (1) Surge Protector for KSU
- (G) One (1) Surge Protector for CO lines

The above hardware configuration allows the Customer, without any additional purchases, a four-line, six-station (telephone) system with voicemail on each station. It will also allow the Customer to expand to eight lines without additional hardware changes.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.10 Simpli-Business IP (continued)****3.10.3 Telephone System. (continued)**

**3.10.3.2 Programming.** The NEC Elite IPK II System and telephones will be programmed to accommodate the following parameters:

- (A) Customized Extension programming
- (B) Dial "9" to obtain an outside line
- (C) Hold Recall timing of 60 seconds
- (D) Call Forward No Answer timing of 12 seconds
- (E) Customized soft key programming on the phones

**3.10.3.3 System Features.** The following features are available with Simpli-Business:

20 number Station Speed Dial	Customized Message on Do Not Disturb
80 number System Speed Dial	Exclusive and Non-Exclusive Hold
Automatic Redial	Internal Paging
Call Forwarding/Do No Disturb	Last Number Redial
Call Park – System	Save and Repeat
Call Pickup	Store and Repeat
Call Transfer	Trunk Queuing
Caller ID	Voice Announce
Conference	Voice Over – Whisper Page

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.10 Simpli-Business IP (continued)****3.10.3 Telephone System. (continued)**

**3.10.3.4 Voice Mail.** The NEC Elite IPK II System will have a 2-port voice mail card included with the base package. This configuration will allow a fully functional voice mail system with Simpli-Business. The capabilities of the voice mail service are:

- (A) Individual voice mailboxes per station
- (B) Visual message indicator on the telephone with "Message" button access
- (C) Company directory by last name
- (D) Secure access into the system; password required
- (E) Internal and external access available
- (F) Special delivery options (Urgent, Private, Return Receipt, Future Delivery)
- (G) Quick transfer of calls to voice mail
- (H) Individual maximum message lengths will be 120 seconds. A total of ten (10) hours of recording time is allowed on the system.
- (I) Storage for up to 200 mailboxes
- (J) Voice mail system will utilize stations number 30 and 31
- (K) Voice mail system allows two users to be in the system simultaneously. If the Customer requires more ports, an upgrade to the four-port system is available.
- (L) Station number 10 will be reserved for the System Manager who can add, delete or reset voice mailboxes, update the system clock, program system speed dials and change the greeting on the voice mail system.

**3.10.4 Long Distance Service.** The following long distance services are offered in conjunction with Simpli-Business IP: T-5000, T LD and Horizon LD. The Customer may only select one of these services and will be bound by the terms, conditions and rates as defined in the Company's Interexchange Tariff as filed with the appropriate state regulatory commission or as posted on the Company's website.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**
**3.10 Simpli-Business IP (continued)**

**3.10.4 Broadband Service.** Internet access is the default service provisioned for Simpli-Business IP unless the Customer selects Integrated Data Connect with MPLS. The following bandwidth options are available for either Internet Access or Integrated Data Connect:

Service	Bandwidth Option
Simplici-T Plus IP3.0	3 Mg
Simplici-T Plus IP4.5	4.5 Mg
Simplici-T Plus IP6.0	6 Mg

The Company guarantees the customer will have the ability to burst up to 3, 4.5 or 6 Megabits per second, based on the bandwidth ordered, if no phone lines are in use.

**3.10.4.1 Internet Access.** Internet Access provides the following features:

- (A) Burstable access up to the maximum available bandwidth based on the bandwidth selected Mbps when local lines are not in use. Local voice traffic takes priority over data traffic. Each voice line will utilize approximately 64 Kbps in bandwidth when an off hook condition exists. However, fax and modem calls will be automatically un-compressed, and will require 80 Kbps of bandwidth.
- (B) One domain name registration is included when Internet Access is selected. Additional domain names are available for an additional charge.
- (C) Up to thirty (3) e-mail boxes are allowed per master account. Additional e-mail boxes may be ordered at an additional charge. Addition and deletion of e-mail boxes will be managed by the Customer through the Online Account Management website.
- (D) Up to six (6) static IP addresses are allowed, as a default, per T1. Additional static IP addresses are available, at no additional charge but the Customer must justify the need for additional static IP addresses. Only static IP addresses are allowed. Dynamic IP addresses are not available with Internet Access.

**[AS OF FEBRUARY 19, 2009, SIMPLI-BUSINESS IP IS RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS AND IS NO LONGER AVAILABLE TO NEW CUSTOMERS.]**

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.10 Simpli-Business IP (continued)****3.10.4 Broadband Service. (continued)****3.10.4.2 Integrated Data Connect with Multiprotocol Label Switching (MPLS).**

Integrated Data Connect provides for site-to-site connectivity as described herein. MPLS services are automatically enabled and employed to prioritize voice services. If the Customer needs site-to-site connectivity and Internet access then the Customer must also purchase the Secure IP product option. Sections 3.4, 3.7 and 3.8 provide product options and pricing for Data Connect, MPLS and Secure IP.

**3.10.4.2.1 Customer Premise Equipment (CPE).** The following CPE are available with this service:

Adtran NetVanta 4305  
NetVanta TA 612 MGCP  
NetVanta TA 624 MGCP

**3.10.4.2.1.1** CPE is subject to the following conditions:

- (A) \$12.95 monthly recurring Equipment Maintenance Fee applies;
- (B) Equipment remains the property of the Company and is available for use by the Customer as an enabler to the application. Upon cancellation of service, the Company will recover the equipment from the customer's premise;
- (C) Customer is not allowed to make changes to the Company's CPE. Only Company authorized personnel are allowed to service and maintain the equipment.

**[AS OF FEBRUARY 19, 2009, SIMPLI-BUSINESS IP IS RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS AND IS NO LONGER AVAILABLE TO NEW CUSTOMERS.]**

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.10 Simpli-Business IP (continued)****3.10.5 Optional Elements**

Optional elements represent services that may carry additional charges. The elements are not required but are intended to satisfy the Customer's need in line growth and multi-site connectivity.

**3.10.5.1 Additional Lines.** Customers can purchase up to twenty-four (24) lines with Simpli-Business IP. As lines are added, additional COIB cards will be needed in the NEC Elite IPK II System. An additional 8-port COIB card can be ordered.

**3.10.5.2 Additional Telephones (Stations).** Six (6) telephones are included in the package but additional stations may be ordered. A maximum of 24 total telephones can be supported. Adding telephones may require additional ESI cards in the NEC Elite IPK II System. ESI cards can support up to eight (8) stations each.

**3.10.5.3 Voice Mail.** A two-port voice mail card is available in the base package. If the Customer requires additional ports, a four-port voice mail card can be ordered. The parameters of the four-port system are the same (10 hours of storage with 200 mailboxes), however, this upgrade allows four users to access the system simultaneously. Network-based voice mail (CallSaver) is not available with Simpli-Business.

**3.10.5.3 Simply Analog.** A special analog line is available for use with alarm, fax or data services. The analog line must be at the same location as the Simpli-Business T1 and the Customer cannot purchase more than three (3). T\_5000, T\_LD and Horizon LD are long distance options for Simply Analog lines.

**3.10.5.4 T\_Remote.** T\_Remote lines are available to multi-location customers with remote sites. The host location must subscribe to Simpli-Business service. The remote site locations can subscribe to T\_Remote local service with a similar feature set and design as the host lines. T\_5000, T\_LD and Horizon LD are long distance options available for T\_Remote lines. CLASS feature packages are dependent upon the serving ILEC.

**[AS OF FEBRUARY 19, 2009, SIMPLI-BUSINESS IP IS RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS AND IS NO LONGER AVAILABLE TO NEW CUSTOMERS.]**

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**

**3.11 Simpli-Business IP v.3**

Simpli-Business IP v.3 is available to business Customers who have higher bandwidth needs for Internet or site-to-site connectivity. In the first phase, this service will utilize the base Simpli-Business product components to provide a bundled Local, Data and Long Distance service, which also includes the Company’s Hybrid Key System solution with multiple dynamic bandwidth offerings. Initially Simpli-Business IP v.3 will be provisioned on a bonded T1 platform to produce dynamic bandwidth where the local service, long distance and data transmission share the available bandwidth. Simpli-Business utilizes IP for transmission between the Customer’s premise and the Company’s network. Multi Protocol Label Switching (MPLS) is employed to prioritize the voice traffic. The service delivery platform employs the use of the entire available bandwidth for data transmission when voice lines are not in use. Voice and real time media transmissions take precedence over data and as voice transmission is required, the Internet or data bandwidth will be reduced to accommodate voice needs.

Simpli-Business IP v.3 includes the CPE necessary for voice communication and network connectivity.

**3.11.1 Local Service.** Simpli-business IP v.3 includes a minimum of six (6) business lines in the base package. Customers have the option of ordering a maximum of 24 lines. Trunks, DID, Point-to-Point and PRI services are not available with Simpli-business IP v.3.

**3.11.1.1 Hunting.** Hunting is included in the base package and will be configured as defined by the Customer. Circular hunting is the default.

**3.11.1.2 Features.** All CLASS features are included in the base package. A package of CLASS features will automatically be enabled on all lines, as a default. The features included are as follows:

3-Way Calling/Custom Call Transfer	Call Tracing
Call Block	Custom Code Restriction 4
Call Return	Repeat Dialing
Call Selector	Speed Calling 30

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**
**3.11 Simpli-Business IP v.3 (continued)****3.11.1 Local Service. (continued)****3.11.1.2 Features (continued)**

Additional CLASS features are available for selection by the Customer at no additional charge.

Call Forward Busy	Custom Code Restrictions (All)
Call Forward DA	Message Waiting – Audible
Call Forward DA-RC	Signature Basic
Call Forward Variable RA	Signature Deluxe
Call Forward Variable	Signature Deluxe Multi-line Hunt Group
Call Waiting	Star 98 Access

Simpli-business IP v.3 does not provide the following:

- (A) Incremental charges for CLASS features;
- (B) Call Waiting in a Hunt Group; or,
- (C) Rightrings in a Hunt Group

**3.11.2 Expanded Calling Service.** This service is automatically configured on all lines. In order to accommodate Expanded Calling Service, the Customer must select DeltaCom as the IntraLATA toll provider.

**3.11.3 Telephone System.** Simpli-business IP v.3 includes the equipment necessary for voice communications. The Key Hybrid system is a powerful key system that can meet the ever-changing communications demands of current businesses. Provision of this equipment is subject to the following conditions:

- Equipment remains the property of the Company and is available for use by the Customer as an enabler to the application. Upon cancellation of service, the Company will recover the equipment from the customer's premise;
- Customer is not allowed to make changes to the Company's CPE. Only Company authorized personnel are allowed to service and maintain the equipment.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**
**3.11 Simpli-Business IP v.3 (continued)****3.11.3 Telephone System. (continued)**

**3.11.3.1 System Features.** The following features are available with Simpli-Business:

20 number Station Speed Dial	Customized Message on Do Not Disturb
80 number System Speed Dial	Exclusive and Non-Exclusive Hold
Automatic Redial	Internal Paging
Call Forwarding/Do No Disturb	Last Number Redial
Call Park – System	Save and Repeat
Call Pickup	Store and Repeat
Call Transfer	Trunk Queuing
Caller ID	Voice Announce
Conference	Voice Over – Whisper Page

**3.11.3.2 Voice Mail.** The Phone System will have a 2-port voice mail card included with the base package. This configuration will allow a fully functional voice mail system with Simpli-Business. The capabilities of the voice mail service are:

- (A) Individual voice mailboxes per station
- (B) Visual message indicator on the telephone with “Message” button access
- (C) Company directory by last name
- (D) Secure access into the system; password required
- (E) Internal and external access available
- (F) Special delivery options (Urgent, Private, Return Receipt, Future Delivery)
- (G) Quick transfer of calls to voice mail
- (H) Individual maximum message lengths will be 120 seconds. A total of ten (10) hours of recording time is allowed on the system.
- (I) Storage for up to 200 mailboxes
- (J) Voice mail system will utilize stations number 30 and 31
- (K) Voice mail system allows two users to be in the system simultaneously. If the Customer requires more ports, an upgrade to the four-port system is available.
- (L) Station number 10 will be reserved for the System Manager who can add, delete or reset voice mailboxes, update the system clock, program system speed dials and change the greeting on the voice mail system.

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**
**3.11 Simpli-Business IP v.3 (continued)**

**3.11.4 Long Distance Service.** The following long distance services are offered in conjunction with Simpli-business IP v.3: T-5000, T LD and Horizon LD. The Customer may only select one of these services and will be bound by the terms, conditions and rates as defined in the Company's Interexchange Tariff as filed with the appropriate state regulatory commission or as posted on the Company's website. Customers selecting toll free service are eligible for one toll free number at no charge. Additional toll free numbers can be added at an incremental charge per number.

**3.11.5 Broadband Service.** Internet access is the default service provisioned for Simpli-business IP v.3 unless the Customer selects Integrated Data Connect with MPLS. The following bandwidth options are available for either Internet Access or Integrated Data Connect:

Service	Bandwidth Option
Simplici-T Plus IP3.0	3 Mg
Simplici-T Plus IP4.5	4.5 Mg
Simplici-T Plus IP6.0	6 Mg

The Company guarantees the customer will have the ability to burst up to 3, 4.5 or 6 Megabits per second, based on the bandwidth ordered, if no phone lines are in use.

**3.11.5.1 Internet Access.** Internet Access provides the following features:

- (A) Burstable access up to the maximum available bandwidth based on the bandwidth selected Mbps when local lines are not in use. Local voice traffic takes priority over data traffic. Each voice line will utilize approximately 64 Kbps in bandwidth when an off hook condition exists. However, fax and modem calls will be automatically un-compressed, and will require 80 Kbps of bandwidth.
- (B) One domain name registration is included when Internet Access is selected. Additional domain names are available for an additional charge.
- (C) Up to thirty (30) e-mail boxes are allowed per master account. Additional e-mail boxes may be ordered at an additional charge. Addition and deletion of e-mail boxes will be managed by the Customer through the Online Account Management website.

**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.11 Simpli-Business IP v.3 (continued)****3.11.5 Broadband Service. (continued)****3.11.5.1 Internet Access.** Internet Access provides the following features: **(continued)**

- (D) Up to six (6) static IP addresses are allowed, as a default, per T1. Additional static IP addresses are available, at no additional charge but the Customer must justify the need for additional static IP addresses. Only static IP addresses are allowed. Dynamic IP addresses are not available with Internet Access.

**3.11.5.2 Customer Premise Equipment (CPE).**

CPE is available with this service:

**3. 11.5.2.1** CPE is subject to the following conditions:

- (A) \$12.95 monthly recurring Equipment Maintenance Fee applies;
- (B) Equipment remains the property of the Company and is available for use by the Customer as an enabler to the application. Upon cancellation of service, the Company will recover the equipment from the customer's premise;
- (C) Customer is not allowed to make changes to the Company's CPE. Only Company authorized personnel are allowed to service and maintain the equipment.

**SECTION 3 - DESCRIPTION OF SERVICE (Continued)****3.11 Simpli-Business IP v.3 (continued)****3.11.6 Optional Elements**

Optional elements represent services that may carry additional charges. The elements are not required but are intended to satisfy the Customer's need in line growth and multi-site connectivity.

**3.11.6.1 Additional Lines.** Customers can purchase up to twenty-four (24) lines with Simpli-business IP v.3. As lines are added, additional cards will be needed in the phone System. An additional cards can be ordered.

**3.11.6.2 Additional Telephones (Stations).** Six (6) telephones are included in the package but additional stations may be ordered. A maximum of 56 total telephones can be supported. Adding telephones may require additional cards in the phone System.

**3.11.6.3 Voice Mail.** A two-port voice mail card is available in the base package. If the Customer requires additional ports, a four-port voice mail card can be ordered. The parameters of the four-port system are the same (10 hours of storage with 200 mailboxes), however, this upgrade allows four users to access the system simultaneously. Network-based voice mail (CallSaver) is not available with Simpli-Business.

**3.11.6.4 Simply Analog.** A special analog line is available for use with alarm, fax or data services. The analog line must be at the same location as the Simpli-Business T1 and the Customer cannot purchase more than three (3). T\_5000, T\_LD and Horizon LD are long distance options for Simply Analog lines.

**3.11.6.5 T\_Remote.** T\_Remote lines are available to multi-location customers with remote sites. The host location must subscribe to Simpli-Business service. The remote site locations can subscribe to T\_Remote local service with a similar feature set and design as the host lines. T\_5000, T\_LD and Horizon LD are long distance options available for T\_Remote lines. CLASS feature packages are dependent upon the serving ILEC.

**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**

**3.11 Simpli-Business IP v.3 (continued)**

**3.11.7 Term**

Customers must select a 36-Month or 48-Month Term Commitment for Simpli-business IP v.3. Term discounts will not apply to this offering.

Customers who enter into a term agreement may incur a Disconnect Charge, as described in the Customer's Terms and Conditions, for early termination of an Initial Term or Renewal Term.

**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**

**3.12 RESERVED FOR FUTURE USE**

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**

**3.13 RESERVED FOR FUTURE USE**

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**SECTION 3 - DESCRIPTION OF SERVICE (Continued)**

**3.14 RESERVED FOR FUTURE USE**

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**SECTION 4 - RATES AND CHARGES**
**4.1 Data Connect**

Pricing for Data Connect is ICB. Discounts may apply.

**4.2 Integrated Data Connect**

<b>LEVELS</b>	<b>2 YEAR MRC</b>	<b>3 YEAR MRC</b>
1	105.00	78.75
2	78.75	52.50
3	52.50	26.25
4	ICB	ICB

Host and Remote sites incur the same monthly recurring charges per site for Integrated Data Connect regardless of the base product to which it is added.

**4.3 INET**

Pricing for INET is ICB. Discounts may apply.

**4.4 MPLS**

Pricing for MPLS is ICB. No discounts apply for Silver and Gold service level charges.

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**SECTION 4 - RATES AND CHARGES (Continued)**
**4.5 Secure IP****4.5.1 Rates**

Description	Monthly Recurring Charge	Non-recurring Charge
Secure IP	103.95	
Setup Fee		250.00
Change Fee		\$50.00
Additional 1 MB of Internet (>13 MB)	75.00	
Additional 1 MB of Internet (<14 MB)	55.00	
IP VPN Dial User	26.19	
IP VPN Dial (5-19)	20.79	
IP VPN (20+)	18.32	
IP VPN-Internet Dial	26.19	
IP VPN-Internet Dial (5-19)	20.79	
IP VPN-Internet Dial (20+)	18.32	
IP VPN Extranet Client	29.34	
IP VPN Extranet Client (5-19)	24.09	
IP VPN Extranet Client (20+)	20.53	
IP VPN ISDN Dial	52.50	
IP VPN-Internet ISDN Dial	52.50	
IP VPN Dial 128k ISDN Pkg 1	78.75	
IP VPN Remote User Setup Fee		10.00
IP VPN 800#	0.00	
IP VPN 800+ Pin Account	7.87	

**4.5.2 Discounts.** Term discounts apply. No other discounts are applicable.

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**SECTION 4 - RATES AND CHARGES (Continued)****4.6 Simpli-T Plus IP****4.6.1 Rates**

	<b>Base Package Price*</b>	<b>Each additional 1.5 Mg</b>	
Schedule X	1,017.00	500.00	
Schedule A	1,237.00	600.00	
Schedule B	1,437.00	700.00	
Schedule C	1,647.00	800.00	
Schedule D	1,957.00	1,000.00	

\* **Base Price includes 3 Mg bandwidth option**

- Discounts may apply
- Carrier Line Charge and EUCL charges do not apply

**4.6.2 Additional Pricing**

Simpli-Business 1.0, additional line, per line	41.25
E-mail boxes, per e-mail box, per mailbox user	2.00
Additional Toll Free Number, per number	3.00

**SECTION 4 - RATES AND CHARGES (Continued)****4.7 Simpli-Business IP****4.7.1 Rates**

	<b>Base Package Price*</b>	<b>Each additional 1.5 Mg</b>	
Schedule X	949.00	350.00	
Schedule A	1,049.00	400.00	
Schedule B	1,249.00	500.00	
Schedule C	1,549.00	650.00	
Schedule D	1,849.00	800.00	

\* **Base Price includes 3 Mg bandwidth option**

- Discounts may apply
- Carrier Line Charge and EUCL charges do not apply

**4.7.2 Additional Pricing**

Additional line, per line	20.00
Additional Simpli-Business Phone	9.00
4-Port Voicemail (upgrade)	16.00
Additional 8-port ESI (Station) Card	20.00
Additional 4-port COIB Card	8.00
E-mail boxes, per e-mail box, per mailbox user	2.00

- No discounts apply

**[AS OF FEBRUARY 19, 2009, SIMPLI-BUSINESS IP IS RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS AND IS NO LONGER AVAILABLE TO NEW CUSTOMERS.]**

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**SECTION 4 - RATES AND CHARGES (Continued)****4.8 Simpli-Business IP v.3****4.8.1 Rates**

	<b>3-Year Term</b>	<b>4-Year Term</b>	<b>Each additional 1.5 Mg</b>
Schedule X	949.00	760.00	350.00
Schedule A	1,049.00	840.00	400.00
Schedule B	1,249.00	1000.00	500.00
Schedule C	1,549.00	1240.00	650.00
Schedule D	1,849.00	1480.00	800.00

**\* Base Price includes 3 Mg bandwidth option**

- Discounts may apply
- Carrier Line Charge and EUCL charges do not apply

**4.8.2 Additional Pricing**

Additional line, per line	20.00
E-mail boxes, per e-mail box, per mailbox user	2.00
Additional Toll Free Number, per number	3.00

- No discounts apply