

DELTACOM, INC.

International Tariff
Title Page

7037 Old Madison Pike, Suite 400
Huntsville, Alabama 35806

Effective Date: September 3, 2009

**INTERNATIONAL MESSAGE
TELECOMMUNICATIONS SERVICE**

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE
FURNISHED BY

DELTACOM, INC.

BETWEEN

POINTS IN THE CONTIGUOUS UNITED STATES
AND INTERNATIONAL LOCATIONS AS SPECIFIED HEREIN.

SERVICE IS PROVIDED BY MEANS OF WIRE, RADIO,
TERRESTRIAL OR SATELLITE FACILITIES
OR ANY COMBINATION THEREOF.

This Tariff replaces in its entirety the International Tariff that was effective March 11, 2009.

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REVISION STATUS

REVISION EFFECTIVE DATE	DESCRIPTION
September 3, 2009	Added revision status page; revised country codes; added new international rate plan; added description and renamed existing international rate plan; format changes; revised General Regulations section.

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APPLICATION OF RATES, TERMS AND CONDITIONS

This document contains the regulations and rates applicable to the provision of International Message Telecommunications Service by DeltaCom, Inc. (hereinafter "DeltaCom" or "Company"), from its operating locations throughout the Contiguous United States to international locations, as specified herein. Service is furnished subject to transmission, atmospheric, and like conditions.

Calls to a foreign country or area, or calls routed through a foreign country or area, are subject to such restrictions as may be enforced from time to time by the authorities in that country or area.

The Company offers international service as an add-on to its domestic long distance service. International service will not be provided on a stand-alone basis.

SECTION 1.0 – DEFINITIONS

Authorized User: A person, firm, corporation or other entity who is authorized by the Subscriber to be connected to the service of the Subscriber under the terms and regulations of this Tariff.

Authorization Code: A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's system to identify the caller and validate the caller's authorization to use the services provided.

Calling Card: A billing convenience whereby the End User may bill the charges for a call to an approved telephone company- issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

Channel: The term "channel" denotes the communications path established between Company operating centers and points of communication via a satellite in space, microwave, or cable, which channel may be used for the transmission and reception of communications signals.

Commission: Federal Communications Commission.

Company: The term "company" denotes DeltaCom, Inc.

Contiguous United States: The term "contiguous United States" denotes the forty-eight contiguous states and the District of Columbia, together with the off-shore areas beyond the coastal boundaries of those states to the extent that those areas appertain and are subject to the jurisdiction and control of the United States.

Customer: The term "Customer" denotes any person, firm, corporation or other entity which orders service from and is responsible for compliance with the regulations of and the payment of charges to the Company.

Dedicated Access: A method of reaching the Carrier's services whereby the Subscriber is connected directly to the Carrier's access point without utilizing the services of the local switched network.

End User: Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Holidays: Holidays observed by the Carrier as specified in this Tariff.

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

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SECTION 1.0 – DEFINITIONS

Premises: A building or buildings on contiguous property.

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

Subscriber: The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this Tariff. Also see Customer.

Third Party Billing: A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card: A billing mechanism which enables a Subscriber or Customer to access the services of the Carrier while away from home or office.

SECTION 2.0 – REGULATIONS**2.1 Undertaking of the Company**

This Tariff contains the regulations and charges applicable to the provision of International Message Telecommunications Service in accordance with the terms and conditions set forth in this Tariff.

The Company installs, operates, and maintains the communication services provided herein 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 the local exchange company when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Use of Service

2.2.1 The Service 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. Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service.

2.2.2 The Company may suspend or terminate Service(s) to Customer if the Customer is improperly using the Company's Service(s). The Company may determine on a case-by-case basis what constitutes improper use of service. Improper use may include, without limitation:

- (A) using an automatic dialer or program;
- (B) sending unsolicited messages or calls;
- (C) attempting to interfere with the access of any user, host or network;
- (D) identity theft;
- (E) attempting to decipher, decompile, or reverse engineer any software;
- (F) posting or transmitting unlawful, infringing, or objectionable content as determined by the Company;
- (G) Caller ID spoofing;
- (H) probing, or attempting to tamper with or harm the Company's systems, network or customers; or,

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SECTION 2.0 – REGULATIONS

2.2 Use of Service (continued)

2.2.2 (continued)

- (I) reselling or attempting to resell any aspect of Service, whether for profit or otherwise.
- (J) using the service in any way which might reasonably be expected to frighten, abuse, torment, or harass another;
- (K) to transmit any material which, in the Company's sole discretion
 - (1) violates any U.S. or state regulation, including material which infringes another's intellectual property rights,
 - (2) is threatening or obscene, libelous, defamatory or violates any right of privacy of another,
 - (3) is discriminatory or otherwise offensive.
- (L) for any purpose in violation of the law;

2.2.3 The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber or Customer. The Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.2.4 The Company's Services are intended only for the use of Customer and its authorized agents and employees and may not be resold without the prior written consent of the Company. The resale of Company's services or products by the Customer without prior written consent of the Company will be considered a breach of any agreement for service between Company and Customer.

2.2.5 The Customer is responsible for all unauthorized and/or fraudulent use of Service and the Company retains the right to analyze any and all information at its disposal to confirm unauthorized use. The Customer shall pay for unauthorized or fraudulent use of service at the Company's highest usage charges applied to network usage and attempted network usage, whether or not a terminating connection was achieved, plus all costs incurred by the Company to detect, discover, observe, investigate, analyze, examine and locate the party responsible for unauthorized or fraudulent use.

SECTION 2.0 – REGULATIONS (CONTINUED)**2.2 Use of Service (continued)**

- 2.2.6** The Company may terminate the Customer's Service(s), or change the Customer's rate plan, at any time, with notice, if the Company determines, in its sole discretion, that the Customer's use of Service(s) is excessive, unusually burdensome, or unprofitable to the Company.
- 2.2.7** The Company reserves the right to block international calling and calls to 900, 976, 700 numbers and any other pay per call services unless special arrangements have been made with the Company. The Customer is responsible for any charges from third parties that arise when the Customer uses its phone number as a billing mechanism for third-party services (such as 900 or other information charges). Should the Customer request any third-party services, the Company will release the Customer's name and billing information to the third party so that it can bill the Customer directly for those services.

2.3 Facilities Used in Provision of Service

- 2.3.1** The Service is subject to the availability of suitable facilities and equipment and subject to the provisions of this Tariff.
- 2.3.2** The Company does not undertake to transmit messages, but offers the use of its resold facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.3** In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between the facilities of the Company and the equipment or facilities of others shall be provided at the Customer's expense.
- 2.3.4** Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer or Subscriber is responsible for all charges billed by other carriers for use in connection with the Company's Service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer or Subscriber.
- 2.3.5** The Company may substitute, change or rearrange any equipment, facility or system used in providing Service at any time.

SECTION 2.0 – REGULATIONS (CONTINUED)**2.3 Facilities Used in Provision of Service (continued)**

- 2.3.6** 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.
- 2.3.7** 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.
- 2.3.8** The Company directly controls all facilities provided under this Tariff.
- 2.3.9 Underlying Facilities.** The Company will generally be required to provision part of the Service using "last-mile" or "local loop" facilities from the provider of the Company's choice, the Company's charges to the Customer will be based upon actual tariffed rates filed by the dominant Local Exchange Carrier ("LEC") operating in each LATA or charges by other "last-mile" or "local loop" service providers used by the Company, and are subject to change upon notice to Customer. The Company cannot guarantee rates from third-party providers until orders are placed and availability is confirmed. If, prior to commencement of Service, the rates for the underlying facility, based on actual circuit configuration or provider, changes from the rate used in calculating the price reflected in the AFS, then the Company may revise the pricing provided to Customer (including all resulting monthly recurring and non-recurring charges) and will provide Customer with notice of such new pricing for approval to proceed with the Service; provided that Customer may cancel an order for a Service without a Discontinuance Charge within ten (10) days of the Company's notice if Customer does not want the Service at the new pricing. Customer shall be solely responsible for payment of any charges or termination liability levied by Customer's equipment vendor or underlying facility provider associated with any special construction or equipment needed to provide facilities into Customer's premises or the cancellation thereof, in the event that the nonrecurring costs to be incurred by Customer associated with the delivery and installation of the underlying facility and establishment of Service are estimated to exceed an amount equal to the monthly recurring charge of the Company's Service. Customer may terminate the Agreement without a Discontinuance Charge within the earlier of (i) sixty (60) days of execution of the Agreement, or (ii) ten (10) days from the notification by the Company of the need for special construction or equipment for the provider of the underlying facility and the estimated cost thereof.

SECTION 2.0 – REGULATIONS (CONTINUED)**2.4 Inspections**

- 2.4.1** The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities; and may, without liability, temporarily suspend service while making such tests and inspections, and thereafter until any violations of such requirements are corrected.
- 2.4.2** If the protective requirements in connection with Customer-provided equipment are not complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Limitations

- 2.5.1** Service is offered subject to the availability of facilities and the provisions of this Tariff.
- 2.5.2** The Company's liability hereunder shall be limited to credit allowances for service outages as set forth in Section 2.11 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;

SECTION 2.0 – REGULATIONS (CONTINUED)

2.5 Limitations (continued)

2.5.4 (continued)

- (C) unlawful or unauthorized use of the Company's facilities or Service;
- (D) breach of the privacy or security of communications transmitted over the Company's facilities;
- (E) changes in any of the facilities, operations or procedures of the Customer that render any equipment, facilities or service provided by the Company obsolete or require modification or alteration of such equipment, facilities or service or otherwise affect its use or performance;
- (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.
- 2.5.6** The Company reserves the right to refuse to process Travel Card or Calling Card billed calls when authorization for use of the card cannot be validated.

SECTION 2.0 – REGULATIONS (CONTINUED)**2.5 Limitations, (continued)**

- 2.5.7** The Company reserves the right to refuse to process third party billed calls when the billed party does not confirm acceptance of the charges or based on originating location.
- 2.5.8** Foreign Telecommunications Administrations may impose upon the portion of the end-to-end international service or facilities which they provide certain limitations, prohibitions or restrictions which may have the effect of limiting the ability of Subscribers or Customers to utilize the services furnished by the Company. It is the responsibility of the Customer to confirm any limitations, prohibitions or restrictions imposed by the Foreign Telecommunications Administrations.
- 2.5.9** At the request of a private payphone owner, the Company will arrange to have direct dial calls (e.g., completed without the assistance of an operator) blocked from pay telephones to all international locations.
- 2.5.10** In order to control fraud, the Company may refuse to accept Calling Card, Credit Card, Collect Call and/or Third Number calls which it determines to be invalid and/or may limit the use of these billing options to or from certain countries or areas, including all or part of the United States, Puerto Rico, the U.S. Virgin Islands, Guam or CNMI.
- 2.5.11** The Customer is prohibited from terminating calls to 900 or toll calls with per minute surcharges internationally without written consent of the Company. Should calls be completed the Customer will be responsible for all charges billed by the third party.
- 2.5.12** The Customer has no property right to the telephone number(s) or any other call number designation associated with services furnished by the Company. The Company does not guarantee the availability of telephone numbers. The Company reserves the right to change such numbers, the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary in the conduct of its business.

SECTION 2.0 – REGULATIONS (CONTINUED)**2.6 Indemnification****2.6.1 Claims**

Customer shall indemnify, defend and hold harmless the Company, its directors, officers, employees, representatives and agents from and against 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 incidental 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:

- (A) Claims for 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.
- (B) Claims arising from any defacement of or damage to the Customer premises resulting from the furnishing of services or attachment of instruments, apparatus, or wiring furnished by the Company on the Customer premises or by the removal thereof.
- (C) Claims resulting from an act or omission of Customer or Authorized Users.
- (D) Claims resulting from any act or omission of any other entity or company (LEC, underlying carrier, resale common carrier, or independent representative) furnishing a portion of the Service.
- (E) Claims resulting from the failure or negligence of the Customer or due to failure of the Customer-provided equipment or facilities.
- (F) Claims for all losses instituted by the Customer or any other party for injury, death, or damage, caused or claimed to be caused by the installation, operation, maintenance or presence of the equipment or other Company Services.
- (G) 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 2.0 – REGULATIONS (CONTINUED)

2.6 Indemnification (continued)

2.6.2 In no event shall the Company be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service.

2.7 Responsibilities of the Customer

2.7.1 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.

2.7.2 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.

2.7.3 The Customer is responsible for the security of any Customer-provided equipment used in conjunction with the Company's Service.

2.7.4 The Customer is responsible for preventing fraudulent calls using the Company's service. The Customer is responsible for payment of all applicable charges for services provided by the Company and billed to the Customer, even where those calls are unauthorized and/or originated by fraudulent means from the Customer's premises, remote locations, or calling cards. The Customer is responsible for using international toll blocking and providing appropriate security measures to protect and secure their computers, data and telecommunications networks.

2.7.5 The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.

2.8 Validation of Credit

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

A. The applicant demonstrates that he is a satisfactory credit risk by appropriate means including, but not limited to, the production of substantive references that may be quickly and inexpensively checked by the Company;

SECTION 2.0 – REGULATIONS (CONTINUED)**2.8 Validation of Credit (continued)**

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

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.

SECTION 2.0 – REGULATIONS (CONTINUED)**2.10 Payment Arrangements****2.10.1 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. The Customer is responsible for payment of any collect calls and any other charges that may be billed to the Customer after the Customer's Service end date.
- (B) The Customer shall not attempt to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, including, but not limited to, rearranging, tampering with, or making connections not authorized by the Company to any Service or component used to furnish Service, or using Toll Free Service with the intent of gaining access to a the Customer's outbound calling capabilities on an unauthorized basis.
- (C) The security of the Customer's authorization codes is the responsibility of the Customer. All calls placed using such authorization codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their authorization codes, or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of authorization codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such authorization codes.
- (D) The Customer shall render payment in the amount of and on or before the date stated on the invoice. All service, installation, monthly recurring, and non-recurring charges are due and payable by the due date specified on the monthly invoice and shall be considered past due if payment is not received by the due date.

SECTION 2.0 – REGULATIONS (CONTINUED)**2.10 Payment Arrangements (continued)****2.10.1 Payment for Service (continued)**

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

2.10.2 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) Billing of the Customer by the Company will begin when the Customer initiates the first international call.

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SECTION 2.0 – REGULATIONS (CONTINUED)

2.10 Payment Arrangements, (continued)

2.10.2 Billing and Collection of Charges (continued)

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

2.10.3 Disputes

The Customer must notify the Company of any disputed item(s) on a bill within sixty (60) days of receipt of the first bill that contains the disputed item or the charges will be deemed correct and binding. The Customer may notify the company of any disputed items by calling the Company's Customer Care Center at 800-239-3000 or in writing to DeltaCom Customer Care Center, Attention: Customer Escalation Group, P. O. Box 1301, Arab, Alabama 35015; or by email with confirmed receipt by the Company to customerrequests@deltacom.com; or by facsimile transmission with confirm receipt by the Company to 877-264-2877. The Company may require the Customer to describe the dispute in writing. If the Customer accepts a credit to resolve disputed items, the disputed bill will be considered fully resolved.

Other than for Cancellation With Cause, as described in Section 2.13.3, as a precedent to any claim or defense regarding deficient performance, nonpayment, incorrect billing, or any controversy or claim arising out of, connected with or relating to the AFS, the Customer must exhaust all administrative remedies available to them in addition to providing the Company at least sixty (60) days written notice via registered or certified mail to: DeltaCom Customer Care, P. O. Box 1301, Arab, Alabama 35016 or by email with confirmed receipt by the Company, to CustomerResolution@deltacom.com; or by facsimile transmission, with confirmed receipt by the Company, to 256-263-9906 to allow the Company to resolve any Customer dispute.

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SECTION 2.0 – REGULATIONS (CONTINUED)

2.10 Payment Arrangements, (continued)

2.10.3 Disputes (continued)

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

2.10.4 Duplicate Bills

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

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SECTION 2.0 – REGULATIONS (CONTINUED)

2.10 Payment Arrangements, (continued)

2.10.5 Special Bill Handling Fee

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

2.11 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 2.0 – REGULATIONS (CONTINUED)

2.12 Agreement for Service

The Initial Term of service provided under an Agreement for Service (“AFS”) shall be set forth on such AFS. Upon expiration of the Initial Term, if one year or longer, the AFS shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one (1) year terms unless either party notifies the other of its intention to terminate the AFS at the end of the Initial Term or Renewal Term, as the case may be, which such notice shall be in writing and provided to the other party at least sixty (60) days prior to the expiration of the Initial Term or the Renewal Term, as the case may be. In the event of such notice, the AFS shall terminate upon the expiration of the initial term or renewal term, as the case may be. The Customer must follow the process as outlined in Section 2.13.7 when notifying the Company of its intent to terminate the AFS at the end of the Initial Term or Renewal Term, as the case may be. If the Customer provides notice of cancellation at the end of the Initial Term or Renewal Term, as the case may be, the Customer’s rates will revert to non-discounted rates, if applicable.

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

2.13 Cancellation of Service

2.13.1 General

The provisions contained herein shall apply to all service.

If the Customer terminates the AFS or any Service covered by the AFS, for any reason, after execution by the Customer and before the expiration date of the Initial Term or Renewal Term, as applicable, even if prior to commencement of the Initial Term, the Customer shall incur a Discontinuance Charge as described in Section 2.13.2.

Notice for Cancellation of Service by Customer must be provided in compliance with Section 2.13.7.

2.13.2 Discontinuance Charge

The Customer’s rates and discounts, if any, are provided to the Customer in exchange for the Customer’s commitment to obtain the Services for the agreed upon term of the Agreement for Service (“AFS”). If the Customer terminates the AFS or any Service covered by the AFS for any reason other than Cause (as set forth in the following 2.13.4), after execution by the Customer and before the expiration date of the Initial term or Renewal term, as applicable, even if prior to commencement of the Initial, then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for:

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SECTION 2.0 – REGULATIONS (CONTINUED)

2.13 Cancellation of Service, (continued)

2.13.2 Discontinuance Charge (continued)

- (A) the applicable Annual Usage Commitment amount for the Initial Term or Renewal Term; and
- (B) the product of (i) the monthly recurring charge for the terminated Service(s); multiplied by (ii) the number of months remaining in the Initial Term or Renewal Term, as applicable, following the termination date for such Service(s); multiplied by (iii) fifty percent (50%) unless otherwise indicated in this Tariff.

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

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

2.13.3 Costs Associated with Cancellation of Service by the Customer

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

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

SECTION 2.0 – REGULATIONS (CONTINUED)**2.13 Cancellation of Service, (continued)****2.13.4 Cancellation by the Customer with Cause**

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

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

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

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

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

2.13.5 Cancellation by the Company

(A) **With Notice.** Upon such notice as is required by the governing regulatory body (or if no such notice is required, upon forty-eight (48) hours notice), the Company may refuse, terminate, discontinue or limit the use of Service (either temporarily or permanently) to the Customer or withhold the provision of ordered or contracted Service, without liability to the Customer:

(1) if any regulated balance is past due;

SECTION 2.0 – REGULATIONS (CONTINUED)**2.13 Cancellation of Service, (continued)****2.13.5 Cancellation by the Company (continued)****(A) With Notice. (continued)**

- (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;
- (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.

(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;

SECTION 2.0 – REGULATIONS (CONTINUED)

2.13 Cancellation of Service, (continued)

2.13.5 Cancellation by the Company, (continued)

(B) Without Notice. (continued)

- (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;
- (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,

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SECTION 2.0 – REGULATIONS (CONTINUED)

2.13 Cancellation of Service, (continued)

2.13.5 Cancellation by the Company, (continued)

(B) Without Notice. (continued)

- (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 2.13.5, 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 2.13.2 for all Services terminated under this Section.

- (C) If the Company, due to nonpayment, temporarily suspends service and payment is not received within ten (10) days following suspension, the Company reserves the right to discontinue service without further notice. At its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for violation of the provisions of this Price List. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account(s) shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account. Service disconnected or suspended by the Company and later restored, will be subject to a restoral fee of \$50.00. Service disconnected by the Company and later reinstalled, will be subject to all applicable installation charges, and the Customer may be required to pay such charges prior to reinstallation of service.

2.13.6 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.

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SECTION 2.0 – REGULATIONS (CONTINUED)

2.13 Cancellation of Service, (continued)

2.13.7 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 the Company – disconnect@deltacom.com
- (C) Facsimile, with confirmed receipt by the Company – 1-800-488-1386
- (D) Such request shall include all of the following that apply:
 - (1) an itemized list of the Service(s) that Customer wishes to disconnect;
 - (2) the Customer's account number;
 - (3) affected circuit ID's;
 - (4) affected telephone numbers; and,
 - (5) the Customer contact information (i.e., name, address, telephone number, fax number, and email address).

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

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

2.14 Restoration of Service

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

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SECTION 2.0 – REGULATIONS (CONTINUED)

2.15 Force Majeure

The Company shall not be liable for any failure of performance or equipment hereunder 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.

2.16 Disconnection of Existing Service(s) and Vendor Change(s)

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

2.17 Assignments

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. 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.

2.18 Special Service

Special Service includes labor and expenditures required by Customer to provide service outside the scope of normal services. Special 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. The Customer shall reimburse the Company for any costs associated with Special Service.

2.19 Modification

Company reserves the right to modify its rates and service policies at any time, subject to the applicable regulations of the Federal Communications Commission.

SECTION 2.0 – REGULATIONS (CONTINUED)**2.20 Individual Case Basis (ICB) Arrangements**

Arrangements at negotiated rates may be furnished on an ICB arrangement in response to requests by Customers to the Company. Rates and services associated with such arrangements may differ from those identified in this Tariff. 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.

2.21 Taxes and Other Charges

2.21.1 All federal excise taxes, and 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. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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

(A) Universal Service Fund Fee (USF)

Telecommunications services provided by the Company are subject to a non discountable monthly Universal Service Fund Fee, which is equal to:

- (1)** Federal Interstate/International Universal Service Fund Charge - subsidy to provide telecommunications and information services to schools and libraries and rural health care facilities and to provide local service to high cost areas. The gross invoice amounts (exclusive of taxes) attributable to interstate and international services multiplied by 10.2% percent.

The USF fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a *de minimis* exemption that exempts the Customer from paying directly into the fund. These percentages will be subject to periodic adjustment.

SECTION 2.0 – REGULATIONS (CONTINUED)**2.21 Taxes and Other Charges, (continued)****2.21.2 (continued)****(B) Carrier Cost Recovery Fee**

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

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 monthly service charges on an invoice.

(C) Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), a non discountable 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. The Public Pay Telephone Surcharge, which is in addition to standard rates, terms, usage charges, and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

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

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

Rate per Call	\$0.60
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SECTION 2.0 – REGULATIONS (CONTINUED)**2.22 Designation of Company Contact**

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

2.23 Returned Check Charge

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

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

2.24 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this Section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.24.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation unless expressly prohibited by state or federal law.

2.24.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.24.3 The requirements of 2.28.1 and 2.28.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

SECTION 2.0 – REGULATIONS (CONTINUED)

3.1 General

The Customer is ultimately responsible for all charges. Each Customer is charged individually for each call placed through the Company's network. Usage rates, per-call service charges, monthly fees and installation charges may apply. The initial and each additional billing increment are specified for each service in Section 4.

International rates are offered to Business Customers for use on all International calls originated from switched and dedicated access lines. This service is only offered as an add-on to the Company's domestic interstate long distance service and is not available for purchase by the Customer as a stand-alone service.

3.2 Timing of Calls

3.2.1 Initial Period - The initial period is the length of a call for minimum billing purposes. The initial period may vary by rate schedule and is specified in Section 4 of this Tariff.

3.2.2 Additional Period - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods may vary by rate schedule and are specified in Section 4 of this Tariff.

3.2.3 Chargeable time for Person-to-Person Calls begins when the calling party is connected to the specified person, extension or agreed alternate at the called number.

3.2.4 Chargeable time for Collect Calls begins when the called party accepts responsibility for payment.

3.2.5 Chargeable time for all other calls begins when the called station is answered.

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

SECTION 3.0 – SERVICE DESCRIPTION**3.2 Timing of Calls****3.2.7 Computation of Charges**

For the computation of charges, the duration of each call is measured and rounded up to the applicable billing increment, then multiplied by the applicable rate and if the computed charge for any individual call results in a fraction of a cent, the fraction is then rounded up to the next whole cent on a per call basis. For example, a service may provide that each call will be charged a minimum of 30 seconds and thereafter timed in 6-second increments; therefore, under this example, a 10-second call will be rounded up to 30 seconds (0.5 minutes), and a 44-second call will be rounded up to 48 seconds (0.8 minutes). If, after multiplying the billing increment by the applicable rate, the computed charge for an individual call results in a fraction of a cent, the fraction is rounded up to the next whole cent (for example, \$1.523 would round up to \$1.53). Once the charge for each call is computed as described above, the calls are summed on the Customer's invoice.

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the rate center locations associated with the originating and terminating points of the call. The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates tables contained in AT&T Tariff FCC No. 10 and incorporated herein by reference.

3.4 Service Availability

All services, other than Travel Card, are available from any location where domestic interexchange service is provided by the Company on a presubscription basis. Travel Card is available in all areas in the contiguous United States.

3.5 Per Call Service Charges

In addition to usage sensitive charges, appropriate operator services charges may be billed on a per call basis. One of the following charges applies to each operator assisted international long distance call:

3.5.1 Customer Dialed Company Travel Card Charge

This charge applies in addition to usage charges for calls billed to a DeltaCom Travel Card when the Customer dials all of the digits required to route and bill the call.

3.5.2 Customer Dialed Calling Card Charge

This charge applies in addition to usage charges for calls billed to a Calling Card when the Customer dials all of the digits required to route and bill the call.

SECTION 3.0 – SERVICE DESCRIPTION**3.5 Per Call Service Charges (continued)****3.5.3 Customer Dialed Calling Card Charge with Operator Assistance**

This charge applies in addition to usage charges for calls billed to a Calling Card when an operator assists the Customer with the call.

3.5.4 Operator Station Charge

This charge applies in addition to usage charges for non-Person-to-Person calls placed with operator assistance billed to a Calling Card, Collect or to a Third Party.

3.5.5 Person to Person Charge

This charge applies in addition to usage charges for calls paced on a Person-to-Person basis and billed to a Calling Card, Collect or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

3.5.6 Operator Dialed Surcharge

A surcharge applies when the Customer has the capability of dialing the destination number necessary to route a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station.

3.5.7 Property Imposed Fee (PIF)

The Company reserves the right to charge a Property Imposed Fee (PIF) of \$1.50 in addition to the rates and surcharges for operator services.

Additional charges and surcharges may apply when the customer utilizes certain applicable cellular services to access the Company's operator services.

3.6 Rate Schedules - General

Service between the U.S. Mainland and international points is offered by the Company as specified in the rate schedule contained in Section 4. Rates apply for all days of the week, including holidays.

SECTION 3.0 – SERVICE DESCRIPTION

3.7 International Mobile Termination Surcharge

An International Mobile Termination Surcharge will be applied to all direct dialed international calls (direct dialed calls from the Customer's home or business, calling card calls, operator service and operator assisted calls) originating in the United States and terminating to certain international locations to wireless communications devices including phones, pagers, Personal Computers, and Personal Digital Assistants.

International Mobile Termination Surcharges apply as set forth in Section 4 on a per-minute basis, 24 hours a day, 7 days a week and are in addition to direct dialed, calling card, and/or operator service international plan rates.

3.8 Message Toll Service

International Message Toll Service calls may be placed with the assistance of an operator for purposes of call routing and/or billing. Calls may be billed to the Customers' Calling Card, DeltaCom Travel Card, Collect (where available), or to a Third Number. Per call operator service charges apply in addition to usage charges.

Usage charges for International Message Toll Service are computed using the rates specified in the rate tables in Section 4.

3.9 International 800 Service Origination

International 800 Origination is a service that provides toll free access from specified countries for all termination to either domestic or international sites. International 800 Origination Service is billed in full minute increments. Calls originating from a foreign country and placed to a domestic location will be billed for the origination amount from the country dialed to the U.S. Calls originating from a foreign country and placed to another foreign location will be billed for the origination amount from the country dialed to the U.S. This charge will be added to the charge from the U.S. to the country to which the call terminates.

Example: A caller using 800 origination from the UK placing a call to France would be billed the 800 origination rate from the UK to the U.S. and a termination call from the U.S. to France for the duration of the call.

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SECTION 3.0 – SERVICE DESCRIPTION

3.10 Country Codes

International country codes or dialing codes follow in the tables below. Country codes identified as NPA are dialed using 1+NPA+telephone number.

3.10.1 Listed by Country

COUNTRY	CODE	COUNTRY	CODE
Afghanistan	93	Cameroon	237
Albania	355	Canada	1
Algeria	213	Cape Verde	238
Andorra	376	Cayman Islands	345 (NPA)
Angola	244	Central African Republic	236
Anguilla	264 (NPA)	Chad Republic	235
Antarctica	672	Chile	56
Antigua & Barbuda	268 (NPA)	China	86
Argentina	54	Christmas Island	61
Armenia	374	Cocos Islands	61
Aruba	297	Colombia	57
Ascension Island	247	Comoros	269
Australia	61	Congo Republic	242
Austria	43	Congo, Democratic Republic of (f/k/a Zaire)	243
Azerbaijan	994	Cook Islands	682
Bahamas	242 (NPA)	Costa Rica	506
Bahrain	973	Cote D'Vore	225
Bangladesh	880	Croatia	385
Barbados	246 (NPA)	Cuba	53
Belarus	375	Curacao	599
Belgium	32	Cyprus	357
Belize	501	Czech Republic	420
Benin Republic	229	Denmark	45
Bermuda	441 (NPA)	Diego Garcia	246
Bhutan	975	Djibouti	253
Bolivia	591	Dominica	767 (NPA)
Bosnia-Herzegovina	387	Dominican Republic	809/829/849 (NPA)
Botswana	267	East Timor	670
Brazil	55	Easter Island	56
British Virgin Islands	284 (NPA)	Ecuador	593
Brunei	673	Egypt	20
Bulgaria	359	El Salvador	503
Burkina Faso	226	Equatorial Guinea	240
Burundi	257	Eritrea	291
Cambodia	855	Estonia	372

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SECTION 3.0 – SERVICE DESCRIPTION

3.10 Country Codes (continued)

3.10.1 Listed by Country (continued)

COUNTRY	CODE	COUNTRY	CODE
Ethiopia	251	Ireland	353
Falkland Islands	500	Iridium Satellite System	881
Faroe Islands	298	Israel	972
Fiji Islands	679	Italy	39
Finland	358	Ivory Coast	225
France	33	Jamaica	876 (NPA)
French Antilles	596	Japan	81
French Guiana	594	Jordan	962
French Polynesia	689	Kazakhstan	7
Gabon	241	Kenya	254
Gambia	220	Kiribati	686
Georgia	995	Korea Republic (South)	82
Germany	49	Kuwait	965
Ghana	233	Kyrgyzstan	996
Gibraltar	350	Laos	856
Greece	30	Latvia	371
Greenland	299	Lebanon	961
Grenada	473 (NPA)	Lesotho	266
Guadeloupe	590	Liberia	231
Guatemala	502	Libyan Arab Republic	218
Guinea	224	Liechtenstein	423
Guinea-Bissau	245	Lithuania	370
Guyana	592	Luxembourg	352
Haiti	509	Macao	853
Honduras	504	Macedonia	389
Hong Kong	852	Madagascar	261
Hungary	36	Malawi	265
Iceland	354	Malaysia	60
India	91	Maldives	960
Indonesia	62	Mali Republic	223
Inmaristat Atlantic Ocean (E)	871	Malta	356
Inmaristat Atlantic Ocean (W)	874	Marshall Islands	692
Inmaristat Indian Ocean	873	Martinique	596
Inmaristat Pacific Ocean	872	Mauritania	222
Inmaristat SNAC	870	Mauritius	230
International Networks Shared Code	882	Mayotte	262
Iran	98	Mexico	52
Iraq	964	Micronesia	691

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SECTION 3.0 – SERVICE DESCRIPTION (CONTINUED)

3.10 Country Codes (continued)

3.10.1 Listed by Country (continued)

COUNTRY	CODE	COUNTRY	CODE
Moldova	373	Rwanda	250
Monaco	377	Saint Helena	290
Mongolia	976	Saint Kitts/Nevis	869 (NPA)
Montenegro	382	Saint Lucia	758 (NPA)
Montserrat	664 (NPA)	Saint Pierre/Miquelon	508
Morocco	212	Saint Vincent	784 (NPA)
Mozambique	258	San Marino	378
Myanmar	95	Sao Tome	239
Namibia	264	Saudi Arabia	966
Nauru	674	Senegal	221
Nepal	977	Serbia	381
Netherlands	31	Seychelles	248
Netherlands Antilles	599	Sierra Leone	232
New Caledonia	687	Singapore	65
New Zealand	64	Slovakia	421
Nicaragua	505	Slovenia	386
Niger Republic	227	Solomon Islands	677
Nigeria	234	Somalia	252
Niue Island	683	South Africa	27
Norfolk Islands	672	Spain	34
North Korea	850	Sri Lanka	94
Norway	47	Sudan	249
Oman	968	Suriname	597
Pakistan	92	Swaziland	268
Palau	680	Sweden	46
Palestine	970	Switzerland	41
Panama	507	Syria	963
Papua New Guinea	675	Taiwan	886
Paraguay	595	Tajikistan	992
Peru	51	Tanzania	255
Philippines	63	Thailand	66
Poland	48	Togo	228
Portugal	351	Tokelau	690
Qatar	974	Tonga Islands	676
Reunion Islands	262	Trinidad & Tobago	868 (NPA)
Romania	40	Tunisia	216
Russia	7	Turkey	90

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SECTION 3.0 – SERVICE DESCRIPTION (CONTINUED)

3.10 Country Codes (continued)

3.10.1 Listed by Country (continued)

COUNTRY	CODE	COUNTRY	CODE
Turkmenistan	993	Vanuatu	678
Turks & Caicos	649 (NPA)	Vatican City	39
Tuvalu	688	Venezuela	58
Uganda	256	Viet Nam	84
Ukraine	380	Wallis & Futuna	681
United Arab Emirates	971	Western Samoa	685
United Kingdom	44	Yemen	967
Universal Personal Telecommunication Service	878	Zambia	260
Uruguay	598	Zimbabwe	263
Uzbekistan	998		

3.10.2 Listed by Code

CODE	COUNTRY	CODE	COUNTRY
1	Canada	53	Cuba
7	Russia	54	Argentina
7-7	Kazakhstan	55	Brazil
20	Egypt	56	Chile/Easter Island
27	South Africa	57	Colombia
30	Greece	58	Venezuela
31	Netherlands	60	Malaysia
32	Belgium	61	Australia (including Christmas Island and Cocos-Keeling Islands)
33	France	62	Indonesia
34	Spain	63	Philippines
36	Hungary	64	New Zealand
39	Italy	65	Singapore
40	Romania	66	Thailand
41	Switzerland	81	Japan
43	Austria	82	South Korea
44	United Kingdom (Great Britain)	84	Viet Nam
45	Denmark	86	China
46	Sweden	90	Turkey
47	Norway	91	India
48	Poland	92	Pakistan
49	Germany	93	Afghanistan
51	Peru	94	Sri Lanka
52	Mexico	95	Myanmar

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SECTION 3.0 – SERVICE DESCRIPTION (CONTINUED)

3.10 Country Codes (continued)

3.10.2 Listed by Code (continued)

CODE	COUNTRY	CODE	COUNTRY
98	Iran	248	Seychelles
212	Morocco	249	Sudan
213	Algeria	250	Rwanda
216	Tunisia	251	Ethiopia
218	Libya	252	Somalia
220	Gambia	253	Djibouti
221	Senegal	254	Kenya
222	Mauritania	255	Tanzania/Zanzibar
223	Mali	256	Uganda
224	Guinea	257	Burundi
225	Ivory Coast/Cote D'Vore	258	Mozambique
226	Burkina Faso	260	Zambia
227	Niger Republic	261	Madagascar
228	Togo	262	Reunion Islands/Mayotte
229	Benin	263	Zimbabwe
230	Mauritius	264 (NPA)	Anguilla
231	Liberia	264	Namibia
232	Sierra Leone	265	Malawi
233	Ghana	266	Lesotho
234	Nigeria	267	Botswana
235	Chad	268 (NPA)	Antigua and Barbuda
236	Central African Republic	268	Swaziland
237	Cameroon	269	Comoros
238	Cape Verde	284 (NPA)	British Virgin Islands
239	Sao Tome	290	Saint Helena
240	Equatorial Guinea	291	Eritrea
241	Gabon	297	Aruba
242 (NPA)	Bahamas	298	Faroe Islands
242	Congo	299	Greenland
243	Congo, Democratic Republic (f/k/a Zaire)	345 (NPA)	Cayman Islands
244	Angola	350	Gibraltar
245	Guinea-Bissau	351	Portugal
246 (NPA)	Barbados	352	Luxembourg
246	Diego Garcia	353	Ireland
247	Ascension Island	354	Iceland

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SECTION 3.0 – SERVICE DESCRIPTION (CONTINUED)

3.10 Country Codes (continued)

3.10.2 Listed by Code (continued)

CODE	COUNTRY	CODE	COUNTRY
355	Albania	590	Guadeloupe
356	Malta	591	Bolivia
357	Cyprus	592	Guyana
358	Finland	593	Ecuador
359	Bulgaria	594	French Guiana
370	Lithuania	595	Paraguay
371	Latvia	596	French Antilles/Martinique
372	Estonia	597	Suriname
373	Moldova	598	Uruguay
374	Armenia	599	Netherland Antilles/Curacao
375	Belarus	649 (NPA)	Turks and Caicos Islands
376	Andorra	670	East Timor
377	Monaco	672	Antarctica
378	San Marino	673	Brunei
379	Vatican City	674	Nauru
380	Ukraine	675	Papua New Guinea
381	Serbia	676	Tonga
382	Montenegro	677	Solomon Islands
385	Croatia	678	Vanuatu
386	Slovenia	679	Fiji
387	Bosnia & Herzegovina	680	Palau
389	Macedonia	681	Wallis and Futuna
420	Czech Republic	682	Cook Islands
421	Slovakia	683	Niue
423	Liechtenstein	685	Western Samoa
441 (NPA)	Bermuda	686	Kiribati
473 (NPA)	Grenada	687	New Caledonia
500	Falkland Islands	688	Tuvalu
501	Belize	689	French Polynesia
502	Guatemala	690	Tokelau
503	El Salvador	691	Micronesia
504	Honduras	692	Marshall Islands
505	Nicaragua	758 (NPA)	St. Lucia
506	Costa Rica	767 (NPA)	Dominica
507	Panama	784 (NPA)	St. Vincent and the Grenadines
508	St. Pierre/Miquelon	809 (NPA)	Dominican Republic
509	Haiti	829 (NPA)	Dominican Republic

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SECTION 3.0 – SERVICE DESCRIPTION (CONTINUED)

3.10 Country Codes (continued)

3.10.2 Listed by Code (continued)

CODE	COUNTRY	CODE	COUNTRY
849 (NPA)	Dominican Republic	966	Saudi Arabia
850	North Korea	967	Yemen
852	Hong Kong	968	Oman
853	Macau	970	Palestine
855	Cambodia	971	United Arab Emirates
856	Laos	972	Israel
868 (NPA)	Trinidad and Tobago	973	Bahrain
869 (NPA)	Nevis/St. Kitts	974	Qatar
876 (NPA)	Jamaica	975	Bhutan
880	Bangladesh	976	Mongolia
886	Taiwan	977	Nepal
960	Maldives	992	Tajikistan
961	Lebanon	994	Azerbaijan
962	Jordan	993	Turkmenistan
963	Syria	995	Georgia
964	Iraq	996	Kyrgyzstan
965	Kuwait	998	Uzbekistan

SECTION 4.0 – RATES

4.1 Operator Service Surcharges

TYPE OF CALL	SERVICE CHARGE
Customer Dialed DeltaCom Travel Card w/o Operator Assistance	\$2.00
Customer Dialed Calling Card with Operator Assistance	\$5.00
Person-to-Person	\$7.00
Station-to-Station with Operator Assistance	\$7.00
Third-Party with Operator Assistance	\$7.00
Automated Calling Card	\$2.00
Automated Collect	\$7.00
Automated Third-Party	\$7.00

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SECTION 4.0 – RATES (CONTINUED)

4.2 International 800 Origination Service

ORIGINATING COUNTRY	DEDICATED RATE PER MINUTE (\$)	SWITCHED/CARD RATE PER MINUTE (\$)
Antigua	1.08	1.31
Aruba	1.56	1.76
Argentina	1.19	1.31
Australia	0.91	1.24
Austria	1.03	1.08
Bahamas	0.93	1.17
Bahrain	1.82	1.96
Barbados	1.03	1.34
Belgium	0.83	1.05
Bermuda	0.99	1.19
Brazil	0.93	1.29
Canada	0.21	0.21
Cayman Islands	1.19	1.47
Chile	1.21	1.55
China	1.88	2.48
Columbia	1.27	1.45
Costa Rica	1.30	1.62
Cyprus	1.67	1.80
Denmark	0.93	1.24
Dominica	1.67	1.81
Dominican Republic	0.93	1.19
Ecuador	2.13	2.39
El Salvador	N/A	N/A
Finland	1.03	1.34
France	0.78	1.13
Germany	0.78	1.13
Greece	1.03	1.34
Guatemala	1.30	1.39
Guyana	2.25	2.50
Hong Kong	1.24	1.56
Hungary	1.40	1.47
Indonesia	1.50	1.95
Ireland	0.82	1.21
Israel	1.14	1.52
Italy	0.90	1.19
Jamaica	1.32	1.67
Japan	1.01	1.31
Latvia	1.60	1.76

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SECTION 4.0 – RATES (CONTINUED)

4.2 International 800 Origination Service (continued)

ORIGINATING COUNTRY	DEDICATED RATE PER MINUTE (\$)	SWITCHED/CARD RATE PER MINUTE (\$)
Luxembourg	0.83	1.13
Macao	2.19	2.39
Malaysia	1.19	1.56
Marshall Islands	1.50	1.87
Mexico	0.82	1.10
Netherlands	0.75	1.14
Netherlands Antilles	1.28	1.35
New Zealand	1.19	1.55
Nicaragua	1.45	1.84
Norway	1.03	1.35
Panama	1.13	1.25
Peru	1.88	2.15
Philippines	1.19	1.56
Poland	1.48	1.76
Portugal	1.19	1.50
Qatar	N/A	N/A
Romania	1.19	1.56
Russia	0.93	1.24
Santa Domingo	N/A	N/A
Singapore	1.14	1.45
South Africa	1.46	1.76
South Korea	1.09	1.45
Spain	0.93	1.34
St. Kitts	1.24	1.50
St. Lucia	1.34	1.47
St. Vincent	1.45	1.88
Sweden	0.83	1.21
Switzerland	0.93	1.27
Taiwan	0.93	1.27
Thailand	1.34	1.67
Trinidad/Tobago	N/A	N/A
Turkey	1.46	1.77
Turks Caicos	1.29	1.44
United Arab Emirates	N/A	N/A
United Kingdom	0.55	0.83
Uruguay	1.56	1.64
Venezuela	1.34	1.67

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SECTION 4.0 – RATES (CONTINUED)

4.3 International Rates - Plan A

Plan A is available to Customers who subscribed to the Company's domestic interstate long distance service prior to September 3, 2009. All calls are timed and billed in six (6) second increments after the initial thirty (30) seconds of the call.

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Afghanistan	0.8555	0.2000
Albania	0.5798	0.2000
Algeria	0.6022	0.2000
Andorra	0.1625	0.3500
Angola	0.7845	0.2000
Anguilla	0.2089	0.2000
Antarctica	2.5198	0.2000
Antigua and Barbuda	0.1405	0.2000
Argentina	0.2714	0.3500
Armenia	0.4734	0.2000
Aruba	0.3131	0.2000
Ascension Island	1.0000	0.2000
Australia	0.1461	0.2000
Austria	0.1340	0.2000
Azerbaijan	0.4188	0.2000
Bahamas	0.0345	0.2000
Bahrain	0.6224	0.2000
Bangladesh	0.7800	0.2000
Barbados	0.1478	0.2000
Belarus	0.6867	0.2000
Belgium	0.1144	0.2000
Belize	0.4128	0.2000
Benin Republic	0.3669	0.2000
Bermuda	0.0554	0.2000
Bhutan	0.2530	0.2000
Bolivia	0.5429	0.2000
Bosnia	0.5711	0.3500
Botswana	0.4622	0.2000
Brazil	0.2974	0.2000
British Virgin Islands	0.1548	0.2000
Brunei	0.0541	0.2000
Bulgaria	0.4912	0.2000
Burkina Faso	0.4714	0.2000

International Origination and Mobile Termination Rates apply, as currently tariffed.

SECTION 4.0 – RATES (CONTINUED)**4.3 International Rates - Plan A (continued)**

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Burundi	0.1420	0.2000
Cambodia	1.2333	0.2000
Cameroon	0.6142	0.2000
Canada	0.0567	0.2000
Cape Verde	0.6979	0.2000
Cayman Islands	0.1219	0.2000
Central Africa Republic	0.4289	0.2000
Chad Republic	1.4331	0.2000
Chile	0.2269	0.3500
China	0.3969	0.2000
Cocos Islands	0.0804	0.2000
Colombia	0.2674	0.3500
Comoros	0.4928	0.2000
Congo Republic	0.4151	0.2000
Cook Islands	1.1980	0.2000
Costa Rica	0.2871	0.2000
Croatia	0.5836	0.2000
Cuba	1.7745	0.2000
Cyprus	0.3987	0.2000
Czech Republic	0.2171	0.2000
Denmark	0.1544	0.2000
Diego Garcia	1.3750	0.2000
Djibouti	0.9950	0.2000
Dominica	0.2217	0.2000
Dominican Republic	0.0794	0.2000
Egypt	0.5675	0.2000
El Salvador	0.3082	0.3500
Equatorial Guinea	0.6667	0.2000
Eritrea	1.1765	0.2000
Estonia	0.3445	0.3500
Ethiopia	1.0000	0.2000
Faroe Islands	0.3870	0.2000
Falkland Islands	1.2172	0.2000
Fiji Islands	0.6835	0.3500
Finland	0.2308	0.3500
France	0.1164	0.3500

International Origination and Mobile Termination Rates apply, as currently tariffed.

SECTION 4.0 – RATES (CONTINUED)**4.3 International Rates - Plan A (continued)**

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
French Antilles	0.2696	0.2000
French Guiana	0.6650	0.2000
French Polynesia	0.8146	0.2000
Gabon	0.5941	0.2000
Gambia	0.5978	0.2000
Georgia	0.2944	0.2000
Germany	0.1475	0.2000
Ghana	0.5036	0.2000
Gibraltar	0.3137	0.2000
Greece	0.2985	0.2000
Greenland	0.6128	0.2000
Grenada	0.2126	0.2000
Guadeloupe	0.2916	0.2000
Guatemala	0.3477	0.2000
Guinea	1.2438	0.2000
Guinea Bissau	0.7850	0.2000
Guyana	0.6978	0.2000
Haiti	0.3505	0.3500
Honduras	0.4111	0.2000
Hong Kong	0.1679	0.2000
Hungary	0.5150	0.2000
Iceland	0.4157	0.2000
India	0.6333	0.2000
Indonesia	0.7501	0.2000
Iran	0.9604	0.2000
Iraq	0.9253	0.2000
Ireland	0.1104	0.2000
Israel	0.2544	0.2000
Italy	0.1270	0.2000
Ivory Coast	0.9497	0.2000
Jamaica	0.1936	0.2000
Japan	0.1554	0.2000
Jordan	0.5993	0.2000
Kenya	0.5556	0.2000
Kiribati	0.9488	0.2000
Korea Republic (South)	0.7262	0.2000

International Origination and Mobile Termination Rates apply, as currently tariffed.

SECTION 4.0 – RATES (CONTINUED)**4.3 International Rates - Plan A (continued)**

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Kuwait	0.5687	0.2000
Kyrgyzstan	0.7227	0.2000
Laos	0.1168	0.2000
Latvia	0.3679	0.2000
Lebanon	0.7773	0.2000
Lesotho	0.4846	0.2000
Liberia	0.4237	0.2000
Libya	0.9400	0.2000
Lichtenstein	0.2835	0.2000
Lithuania	0.6771	0.2000
Luxembourg	0.3409	0.2000
Macau	0.8135	0.2000
Macedonia	0.4568	0.2000
Madagascar	1.8388	0.2000
Malawi	0.5332	0.2000
Malaysia	0.3405	0.2000
Maldives	0.9261	0.2000
Mali	1.2609	0.2000
Malta	0.4887	0.2000
Marshal Islands	0.6758	0.2000
Mauritania	0.8957	0.2000
Mauritius	0.9141	0.2000
Mexico	0.1954	0.3500
Micronesia	0.8111	0.2000
Moldova	0.5757	0.2000
Monaco	0.1878	0.2000
Mongolia	0.6282	0.2000
Montenegro	0.4476	0.2000
Montserrat	0.1742	0.2000
Morocco	0.6010	0.2000
Mozambique	1.6289	0.2000
Myanmar	0.6765	0.2000
Namibia	0.4273	0.2000
Nauru	1.5946	0.2000
Nepal	0.7144	0.2000
Netherlands	0.1285	0.3500

International Origination and Mobile Termination Rates apply, as currently tariffed.

SECTION 4.0 – RATES (CONTINUED)**4.3 International Rates - Plan A (continued)**

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Netherlands Antilles	0.2143	0.2000
New Caledonia	0.6949	0.2000
New Zealand	0.5641	0.2000
Nicaragua	0.3748	0.2000
Niger	0.9840	0.2000
Nigeria	0.5625	0.2000
Niue	4.9898	0.2000
Norfolk Islands	1.1060	0.2000
North Korea	1.0000	0.2000
Norway	0.1605	0.2000
Oman	0.6791	0.2000
Pakistan	0.6666	0.2000
Palau	1.0909	0.2000
Palestine	0.3992	0.2000
Panama	0.3464	0.2000
Papua New Guinea	4.9828	0.2000
Paraguay	0.3990	0.2000
Peru	0.3189	0.3500
Philippines	0.3017	0.2000
Poland	0.3552	0.2000
Portugal	0.3676	0.2000
Qatar	0.6647	0.2000
Reunion Islands	0.0750	0.2000
Romania	0.3663	0.2000
Russia	0.4022	0.2000
Rwanda	0.9273	0.2000
Saipan	0.0525	0.2000
San Marino	0.0541	0.2000
Sao Tome	1.3636	0.2000
Saudi Arabia	0.6116	0.2000
Senegal	0.7231	0.2000
Serbia	0.7443	0.2000
Seychelles	1.1289	0.2000
Sierra Leone	0.7843	0.2000
Singapore	0.2064	0.2000

International Origination and Mobile Termination Rates apply, as currently tariffed.

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SECTION 4.0 – RATES (CONTINUED)

4.3 International Rates - Plan A (continued)

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Slovakia	0.5267	0.2000
Slovenia	0.6600	0.2000
Solomon Islands	1.0000	0.2000
Somalia	0.9161	0.2000
South Africa	0.3350	0.2000
Spain	0.1266	0.2000
Sri Lanka	0.7151	0.2000
St Helena	1.5400	0.2000
St Kitts/Nevis	0.2053	0.2000
St Lucia	0.1557	0.2000
St Pierre Miquelon	0.2600	0.2000
St Vincent	0.1864	0.2000
Sudan	1.2391	0.2000
Suriname	0.5849	0.2000
Swaziland	0.7888	0.2000
Sweden	0.1135	0.2000
Switzerland	0.1215	0.2000
Syria	0.8491	0.2000
Taiwan	0.2140	0.2000
Tajikistan	0.3000	0.2000
Tanzania	0.6851	0.2000
Thailand	0.4297	0.2000
Togo	0.7049	0.2000
Tokelau	0.9718	0.2000
Tonga Islands	0.2530	0.2000
Trinidad & Tobago	0.1138	0.2000
Tunisia	0.5654	0.2000
Turkey	0.3735	0.3500
Turkmenistan	0.1760	0.2000
Turks & Caicos	0.1575	0.2000
Tuvalu	1.0400	0.2000
Uganda	0.3253	0.2000
Ukraine	0.4115	0.2000
United Arab Emirates	0.4609	0.2000
United Kingdom	0.1419	0.3500

International Origination and Mobile Termination Rates apply, as currently tariffed.

SECTION 4.0 – RATES (CONTINUED)

4.4 International Rates - Plan A (continued)

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Uruguay	0.3538	0.2000
Uzbekistan	0.6170	0.2000
Vanuatu	1.1170	0.2000
Vatican City	0.1270	0.2000
Venezuela	0.2276	0.3500
Viet Nam	0.9189	0.2000
Wallis & Futuna	3.0000	0.2000
Western Samoa	0.4554	0.2000
Yemen	0.6539	0.3500
Zaire	2.3000	0.2000
Zambia	0.4584	0.2000
Zimbabwe	0.4404	0.2000

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SECTION 4.0 – RATES (CONTINUED)

4.4 International Rates - Plan B

International Plan B is available to new acquisition customers subscribing to one of the following domestic interstate long distance products: T_2500, T_5000, T LD, Horizon LD, PRI LD T1, EZ LD, Simpli Voice LD, or Business Reach. All calls are billed in six (6) second increments after an initial period of thirty (30) seconds. Customers with expired term agreements may be eligible to receive Plan B upon signing a new term agreement. Customers adding a new service and/or location to their existing account may also be eligible to receive Plan B.

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Afghanistan	0.5000	0.0300
Albania	0.2240	0.1800
Algeria	0.2290	0.0800
Andorra	0.0920	0.2300
Angola	0.3970	0.0800
Anguilla	0.4000	0.1100
Antarctica	2.5000	0.0000
Antigua and Barbuda	0.3300	0.0000
Argentina	0.1425	0.1800
Armenia	0.3880	0.1300
Aruba	0.1948	0.1000
Ascension Island	0.7980	N/A
Australia	0.0542	0.1300
Austria	0.0500	0.3000
Azerbaijan	0.2940	0.1200
Bahamas	0.1200	0.2500
Bahrain	0.3240	0.1300
Bangladesh	0.2920	0.0200
Barbados	0.2300	0.0900
Belarus	0.3750	0.0400
Belgium	0.0500	0.1600
Belize	0.2926	0.0200
Benin Republic	0.2460	0.0500
Bermuda	0.1300	0.0600
Bhutan	0.3000	0.1000
Bolivia	0.2195	0.0400
Bosnia	0.2380	0.1600
Botswana	0.1850	0.2000
Brazil	0.0912	0.19000
British Virgin Islands	0.2800	0.1100
Brunei	0.1050	0.0200

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SECTION 4.0 – RATES (CONTINUED)

4.4 International Rates – Plan B (continued)

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Bulgaria	0.1310	0.3300
Burkina Faso	0.3030	0.0600
Burundi	0.2270	0.1000
Cambodia	0.5000	0.0200
Cameroon	0.3730	0.0900
Canada	0.0500	0.0000
Cape Verde	0.4500	0.1100
Cayman Islands	0.2400	0.0900
Central Africa Republic	0.4617	0.1000
Chad Republic	0.4860	0.1000
Chile	0.1330	0.1800
China	0.0500	0.0000
Cocos Islands	0.0570	N/A
Colombia	0.1425	0.0300
Comoros	0.6080	0.0900
Congo Republic	0.3530	0.0000
Cook Islands	1.1300	N/A
Costa Rica	0.0988	0.0200
Cote D'Vore	0.2594	0.0600
Croatia	0.1100	0.1800
Cuba	1.3000	0.1000
Cyprus	0.1160	0.0500
Czech Republic	0.3610	0.1800
Denmark	0.0500	0.1600
Diego Garcia	1.3338	N/A
Djibouti	0.5140	0.0000
Dominica	0.3400	0.1000
Dominican Republic	0.0900	0.0700
Easter Island	0.1400	N/A
East Timor	2.0000	N/A
Ecuador	0.2280	0.1100
Egypt	0.3040	0.0200
El Salvador	0.2700	0.1000
Equatorial Guinea	0.3960	0.0200
Eritrea	0.5400	0.1000
Estonia	0.6200	0.2900

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SECTION 4.0 – RATES (CONTINUED)

4.4 International Rates – Plan B (continued)

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Ethiopia	0.5800	0.0400
Faroe Islands	0.3410	N/A
Falkland Islands	0.6560	N/A
Fiji Islands	0.4470	0.0900
Finland	0.0665	0.2000
France	0.0500	0.1200
French Antilles	0.4400	0.3000
French Guiana	0.2500	0.0900
French Polynesia	0.3700	0.0800
Gabon	0.2185	0.0500
Gambia	0.4160	0.0000
Georgia	0.1000	0.0900
Germany	0.0500	0.2000
Ghana	0.2024	0.0700
Gibraltar	0.2700	0.2100
Greece	0.0656	0.1700
Greenland	0.6292	0.1700
Grenada	0.3000	0.1000
Guadeloupe	0.2185	0.2800
Guatemala	0.1929	0.0500
Guinea	0.2540	0.0300
Guinea Bissau	1.1300	0.0000
Guyana	0.4323	0.1000
Haiti	0.2180	0.0500
Honduras	0.3230	0.0300
Hong Kong	0.0500	0.0000
Hungary	0.0760	0.0500
Iceland	0.0670	0.2500
India	0.2000	0.1000
Indonesia	0.1425	0.0200
Iran	0.2261	0.0000
Iraq	0.7460	0.1000
Ireland	0.0500	0.2500
Israel	0.0500	0.2500
Italy	0.0500	0.3000

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SECTION 4.0 – RATES (CONTINUED)

4.4 International Rates – Plan B (continued)

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Ivory Coast	0.2594	0.0600
Jamaica	0.2000	0.1100
Japan	0.0500	0.1100
Jordan	0.2480	0.0600
Kenya	0.4826	0.0500
Kazakhstan	0.0800	0.1000
Kiribati	0.9078	N/A
Korea Republic (South)	0.0760	0.0300
Kuwait	0.1580	0.0500
Kyrgyzstan	0.2200	0.0000
Laos	0.3500	0.0000
Latvia	0.2130	0.1300
Lebanon	0.1843	0.0900
Lesotho	0.3270	0.0600
Liberia	0.3386	0.1000
Libya	0.3130	0.0500
Lichtenstein	0.0800	0.7000
Lithuania	0.1600	0.1400
Luxembourg	0.0500	0.2200
Macau	0.1360	0.1000
Macedonia	0.4000	0.2200
Madagascar	0.4060	0.0000
Malawi	0.1638	0.0200
Malaysia	0.0570	0.0400
Maldives	0.6110	0.1000
Mali	0.5440	0.1100
Malta	0.2540	0.1700
Marshal Islands	0.4900	N/A
Mauritania	0.4790	0.0900
Mauritius	0.3810	0.0400
Mexico	0.1000	0.1500
Micronesia	0.5000	N/A
Moldova	0.1690	0.1500
Monaco	0.0950	0.2500
Mongolia	0.2160	0.0700

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SECTION 4.0 – RATES (CONTINUED)

4.4 International Rates – Plan B (continued)

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Montenegro	0.4000	0.2600
Morocco	0.3440	0.1500
Mozambique	0.2140	0.1400
Myanmar	0.5450	0.1000
Namibia	0.1860	0.1400
Nauru	1.3050	0.1000
Nepal	0.5020	0.1000
Netherlands	0.0500	0.2200
Netherlands Antilles	0.2660	0.0300
New Caledonia	0.5000	N/A
New Zealand	0.0504	0.3000
Nicaragua	0.2556	0.0800
Niger	0.2270	0.1000
Nigeria	0.2584	0.0600
Niue	1.3608	2.190
North Korea	1.0401	N/A
Norway	0.0950	0.2000
Oman	0.4000	0.0700
Pakistan	0.3810	0.0000
Palau	0.9520	N/A
Palestine	0.3100	0.0000
Panama	0.1663	0.0900
Papua New Guinea	0.7980	0.1300
Paraguay	0.2033	0.1400
Peru	0.1520	0.1600
Philippines	0.2185	0.0400
Poland	0.2565	0.1700
Portugal	0.0950	0.1600
Qatar	0.4660	0.0400
Reunion Islands	0.4680	0.2100
Romania	0.1653	0.1400
Russia	0.0855	0.0300
Rwanda	0.3340	0.0200
San Marino	0.0780	0.1000
Sao Tome	1.1400	N/A

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4.4 International Rates – Plan B (continued)

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Saudi Arabia	0.3278	0.0500
Senegal	0.3040	0.0900
Serbia	0.4200	0.1800
Seychelles	0.3620	0.4450
Sierra Leone	0.4370	0.0000
Singapore	0.0500	0.1500
Slovakia	0.1748	0.1800
Slovenia	0.2150	0.2800
Solomon Islands	1.1368	0.5000
Somalia	1.1130	N/A
South Africa	0.0969	0.1300
Spain	0.0500	0.2000
Sri Lanka	0.3490	0.0300
St Helena	1.2180	N/A
St Kitts/Nevis	0.3000	0.1100
St Lucia	0.3000	0.1000
St Pierre Miquelon	0.3700	0.1900
St Vincent/Grenadines	0.3000	0.1000
Sudan	0.4010	0.0300
Suriname	0.3582	0.1000
Swaziland	0.2270	0.1900
Sweden	0.0500	0.1400
Switzerland	0.0500	0.3500
Syria	0.5510	0.0500
Taiwan	0.0500	0.0700
Tajikistan	0.2750	0.3590
Tanzania	0.4370	0.0900
Thailand	0.1691	0.0000
Togo	0.4108	0.1300
Tokelau	1.1300	1.3650
Tonga Islands	0.4620	0.1000
Trinidad & Tobago	0.4549	0.2000
Tunisia	0.3470	0.1800
Turkey	0.2385	0.1400
Turkmenistan	0.2870	0.3100

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SECTION 4.0 – RATES (CONTINUED)

4.4 International Rates – Plan B (continued)

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Turks & Caicos	0.3000	0.1100
Tuvalu	1.2500	1.0000
Uganda	0.2000	0.0700
Ukraine	0.1805	0.0700
United Arab Emirates	0.3800	0.0200
United Kingdom	0.0500	0.2500
Uruguay	0.1577	0.1300
Uzbekistan	0.1790	0.0200
Vanuatu	1.6660	2.3140
Venezuela	0.1406	0.1500
Viet Nam	0.4200	0.0200
Wallis & Futuna	1.9500	N/A
Western Samoa	0.4400	0.1500
Yemen	0.4740	0.0200
Zaire	0.5252	0.1000
Zambia	0.1330	0.1200
Zimbabwe	0.1890	0.6000

International Origination and Mobile Termination Rates apply, as currently tariffed.

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SECTION 4.0 – RATES (CONTINUED)

4.5 International Plan A – Satellite-based - Rates

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Inmarsat (Atlantic Ocean East)	3.5672	0.2000
Inmarsat (Atlantic Ocean West)	3.9468	0.2000
Inmarsat (Indian Ocean)	3.0559	0.2000
Inmarsat (Pacific Ocean)	3.2638	0.2000
Inmarsat Single Number Access Service (SNAC)	3.4372	0.2000
International Network Shared Code	5.8068	0.2000
Iridium Satellite System	10.5000	0.2000
Universal Personal Telecommunication Service	19.3334	0.2000

4.6 International Plan B – Satellite-based - Rates

ORIGINATING COUNTRY	RATE PER MINUTE (\$)	MOBILE SURCHARGE PER MINUTE (\$)
Inmarsat (Atlantic Ocean East)	9.0000	N/A
Inmarsat (Atlantic Ocean West)	9.0000	N/A
Inmarsat (Indian Ocean)	9.0000	N/A
Inmarsat (Pacific Ocean)	9.0000	N/A
Inmarsat Single Number Access Service (SNAC)	9.0000	N/A
International Network Shared Code	9.0000	N/A
Iridium Satellite System	10.5000	0.2000
Universal Personal Telecommunication Service	19.3334	0.2000