

DeltaCom, Inc.

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Tariff Schedule Applicable to  
Resale Common Carrier Service  
of  
DeltaCom, Inc.

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Applying to Intrastate Resale Common Carrier Communications Services Between Points within the State of Alaska and Containing Rules and Regulations Governing Service.

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Mary Jean Houck

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Senior Manager, Regulatory

Pursuant to U-99-82(3)

Tariff Advice No. TX 5-3013

Effective:

(T)

Issued by: DeltaCom, Inc.

(T)

7037 Old Madison Pike, Suite 400 Huntsville, AL 35806

(T)

By: Senior Manager, Regulatory

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SHEET NO

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DeltaCom, Inc.

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### AVAILABILITY OF TARIFF

This tariff is available for viewing at the following locations:

Regulatory Commission of Alaska  
701 West Eighth Avenue, Suite 300  
Anchorage, Alaska 99503

ITC^DeltaCom Communications, Inc.  
7037 Old Madison Pike, Suite 400  
Huntsville, Alabama 35806

ITC^DeltaCom's Internet web site: [http://www.itcdeltacom.com/itc\\_bti\\_tariffs.asp](http://www.itcdeltacom.com/itc_bti_tariffs.asp)

Questions regarding this tariff may be answered through the Company's Customer Care Center at 1-800-239-3000.

### AVAILABILITY AND PUBLIC NOTICE OF PROPOSED TARIFF REVISIONS

The Company will publicly post proposed tariff revisions to the above web site address for public viewing at least thirty (30) days prior to the proposed effective date. A summary notice, also posted to the above web site address, regarding the changes shall include:

1. A general description of the proposed tariff revisions;
2. The date such proposed changes were filed with the Commission;
3. The proposed effective date
4. A statement that the Company's current tariff and proposed revisions are available for review at the Company's office and Internet web site, the address and business hours of the Company's office, and the Internet address of the Company's web site;
5. A statement that any person may, within twenty (20) days after the date of the notice, file comments on the tariff revisions with the Commission by mail or by electronic mail; and
6. The Commission's address and electronic mail address where comments may be filed.

Any member of the public may request notification of proposed tariff revisions. The Company may choose, at its option, to deliver such notification via direct mail or electronic mail.

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EXPLANATION OF SYMBOLS

- (C) - To signify changed listing, rule, or condition which may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule or condition.
- (I) - To signify increase.
- (L) - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (S) - To signify reissued matter.
- (R) - To signify reduction.
- (T) - To signify a change in wording of text but no change in rate, rule or condition.

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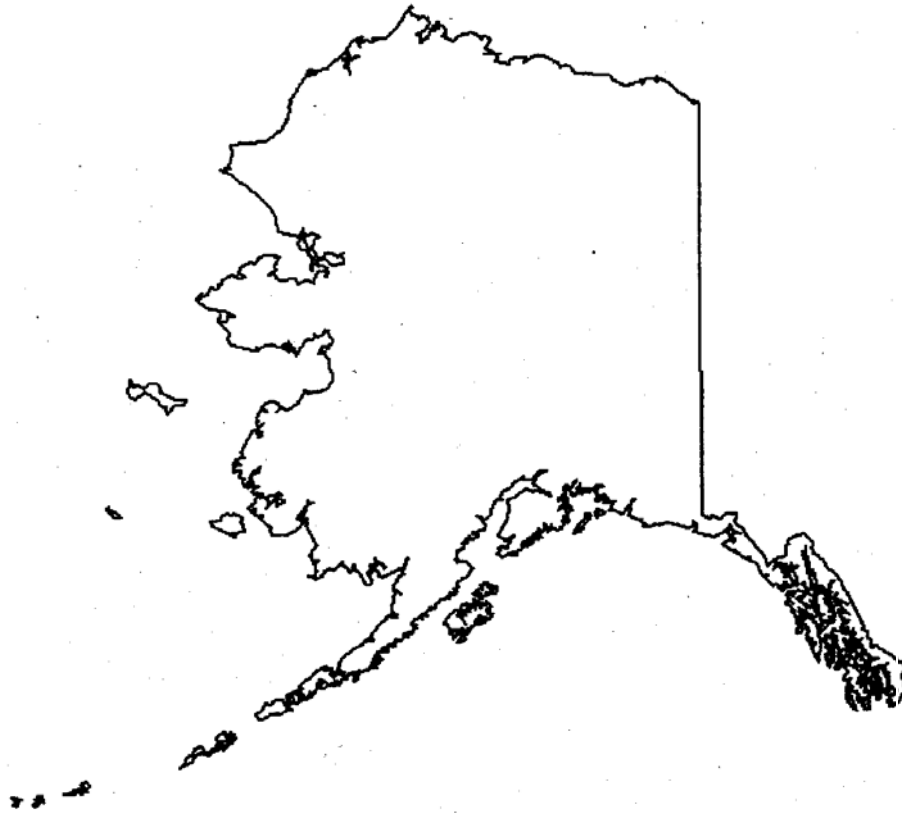
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SERVICE AREA MAP

The Company provides resold telecommunications services throughout the entire state. DeltaCom, Inc. provides intrastate telecommunications services as authorized by the Regulatory Commission of Alaska.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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

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

Company or Carrier -DeltaCom, Inc. unless the context means otherwise.

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

Local Service Management System (LMSs) - An intermediate data base system which receives downloads of Customer records from the SMS/800 and further downloads them to the appropriate SCPs.

Responsible Organization (Resp. Org) - The carrier entity that has responsibility for the management of 800 numbers in the Service Management System (SMS/800) including maintaining Customer records in the SMS/800 system. Also, the entity which accesses the SMS/800 to: (a) search for and reserve 800 numbers; (b) create and maintain 800 number Customer records, including call processing records; and (c) provide a single point of contact for trouble reporting. The SMS/800 recognizes one Resp. Org. for each 800 number.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont.)**

Service Commencement Date – The service Commencement Date shall be the date on which the Customer’s first usage occurs, rather than on the “signed” date of the term agreement.

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

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

Subscriber - same as customer definition.

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

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

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

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

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

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of DeltaCom, Inc.**

DeltaCom, Inc. services and facilities are furnished for communications originating at specified points within the state of Alaska under terms of this Tariff.

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DeltaCom, Inc. installs, operates, and maintains the communication services provided hereinunder in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entitles when authorized by the customer, to allow connection of a customer's location to the DeltaCom, Inc. network. The customer shall be responsible for all charges for such service arrangement.

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The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available 24 hours per day, 7 days per week.

**2.2 Limitations**

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

2.2.2 DeltaCom, Inc. reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of this tariff.

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2.2.3 All facilities provided under this tariff are directly controlled by DeltaCom, Inc. and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is not interruption of the use or location of the service or facilities.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.2 Limitations (Cont.)**

2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Liabilities of the Company**

2.3.1 DeltaCom, Inc.'s liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in the transmission occurring in the course of furnishing service and facilities, shall in no event, exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur.

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2.3.2 DeltaCom, Inc. shall be indemnified and held harmless by the customer against:

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(A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.

(B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by DeltaCom, Inc.

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2.3.3 Where any claim arises out of the Company acting as a Resp. Org. or where DeltaCom, Inc. Inbound 800 Service is not made available on the date committed, or cannot otherwise be made available after the Company's acceptance of the customer's order, or as provided with a number(s) other than the one(s) committed by DeltaCom, Inc. to the customer, or the number or numbers are not included in a third party directory assistance database or are included in an incorrect form, or Vertical Features are not obtained or obtained in error, and any such failure or failures is due solely to the negligence of DeltaCom, Inc., in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00. DeltaCom, Inc. shall not be liable at all for the use, misuse, or abuse of a customer's inbound 800 service by third parties, including, without limitation,

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.3 Liabilities of the Company (Cont.)**

2.3.3 (Cont.)

the customer's employees or members of the public who dial the customer's 800 number by mistake. Compensation for any injury the customer may suffer due to the fault of others than DeltaCom, Inc. must be sought from such other parties. In the event that DeltaCom, Inc. causes the mis-routing of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

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2.3.4 With regard to the limitation of liability provisions contained herein, DeltaCom, Inc., the registered entity, may not disclaim liability for its own gross negligence or willful misconduct. In addition, the liability of the carrier does not prevent a court of competent jurisdiction from 1) determining the validity of the limitation of liability provision, or of any exculpatory clause, under applicable law; or 2) adjudicating negligence and consequential damage claims.

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**2.4 Interruption of Service**

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not 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.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.4 Interruption of Service (Cont.)**

2.4.2 For purposes of credit computation, every month shall be considered to have 720 hours.

2.4.3 No credit shall be allowed for an interruption having a continuous duration of less than two hours.

2.4.4 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service or facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

Credit = A/720 X B, where

"A" - outage time in hours

"B" - total monthly charge for affected service or facility.

**2.5 Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the FCC.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.6 Deposits**

Customers unable to establish or maintain their credit worthiness will be required to furnish a deposit not to exceed the estimated charges for two (2) months service. Deposits will be held for a period of one year. The Company shall pay interest on a deposit at the rate of 7% per annum. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.

A deposit will be returned:

...When an application for service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.

...Upon the discontinuance of service. Upon rendition of final bill the Company will refund the Subscriber's deposit plus accrued interest or the balance in excess of unpaid bills for that service. At the option of the Company, such a deposit may be refunded or credited to the Subscriber at any time prior to the termination of the service. The deposit shall be returned to the customer within sixty (60) days after the discontinuance of telephone service, after deducting money due the Company.

The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulation with respect to advance payments and the prompt payment of bills on presentation.

**2.7 Taxes**

The rates quoted in this tariff do not include federal excise, state sales, use, local, access or other taxes or similar liabilities. The Customer is responsible for payment of these taxes and any other similar liabilities, which are billed as separate line items. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. In addition, all services billed to a Customer location in any state that imposes a similar tax upon the Company with respect to such interstate and/or intrastate services will be subject to a surcharge in the amount of such tax. Any taxes imposed by a local jurisdiction (e.g., gross receipts tax, county and municipal taxes, including but not limited to franchise fees and license fees) will only be recovered from those Customers located in the affected jurisdiction. A list of each state and municipal tax and fee for service follows:

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.7 Taxes (cont.)**

Jurisdiction	Tax		Jurisdiction	Tax		Jurisdiction	Tax
State of Alaska			Haines	4.000%		Ouzinkie	3.000%
PUC Tax	1.297%		Homer	3.500%		Palmer	3.000%
USF Surcharge	1.000%		Hoonah	5.000%		Pelican	4.000%
Anchorage Borough	0.000%		Hooper Bay	4.000%		Petersburg	6.000%
Fairbanks North	0.000%		Houston	2.000%		Quinhagak	3.000%
Haines Borough	1.500%		Kake	5.000%		Saint Michael	4.000%
Juneau Borough	5.000%		Kenai	3.000%		Saint Paul	3.000%
Kenai Peninsula	2.000%		Ketchikan	3.500%		Sand Point	3.000%
Ketchikan Gatew	2.000%		Kiana	2.000%		Saxman	3.500%
Kodiak Island B	0.000%		Klawock	5.500%		Selawik	3.000%
Matanuska-Susit	0.000%		Kodiak	6.000%		Seldovia	2.000%
Sitka Borough	5.000%		Kotlik	3.000%		Seward	4.000%
Yakutat Borough	4.000%		Kotzebue	6.000%		Shaktoolik	2.000%
Alakanuk	4.000%		Kwethluk	5.000%		Skagway	4.000%
Angoon	3.000%		Larsen Bay	3.000%		Soldotna	3.000%
Bethel	5.000%		Manokotak	2.000%		Tanana	2.000%
Buckland	2.000%		Mountain Village	3.000%		Tenakee Springs	1.000%
Clarks Point	5.000%		Napakiak	2.000%		Thorne Bay	5.000%
Cordova	6.000%		Nenana	4.000%		Togiak	2.000%
Craig	5.000%		Newtok	2.000%		Unalakleet	5.000%
Delta Junction	0.000%		Nome	5.000%		Wasilla	2.500%
Dillingham	6.000%		North Pole	3.000%		White Mountain	1.000%
Eek	2.000%		Nuiqsut	3.000%		Whittier	0.000%
Fort Yukon	3.000%		Old Harbor	3.000%		Wrangell	7.000%
Gambell	3.000%						

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.8 Payment and Billing**

- 2.8.1 Service is billed on a monthly basis.
- 2.8.2 Recurring monthly subscriber service charges are billed in advance, and usage rated charges are billed in arrears.
- 2.8.3 Billing will be payable by the due date specified on the monthly invoice. If any portion of the payment is not received by the Company within 30 days of the later of the billing invoice date or the billing postmark date, 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 1.0% of the unpaid balance 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.
- 2.8.4 In the event a subscriber accumulates more than \$1,000 of undisputed delinquent DeltaCom, Inc. Inbound 800 service charges, the DeltaCom, Inc. Resp. Org. reserves the right to not honor that subscriber's request for a Resp. Org. change until such undisputed charges are paid in full.
- 2.8.5 A return check charge of \$25.00 will be assessed for all checks and/or electronic funds transactions 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 financial institution. Any costs sought under AS 09.68.115(a)(2) for a customer's dishonored check may be charged as a separate line item on the customer's bill.
- 2.8.6 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.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.9     Minimum Service Period**

The minimum period of service is one month unless specifically agreed upon by both the subscriber and company. Customer has the right to cancel service upon five days written notice, however customer may incur penalty.

**2.10    Cancellation of Service by Carrier for Non-Payment**

The Company, upon not less than five (5) days' written notice to the customer, may discontinue service without incurring any liability if it has not received full payment for service rendered by the invoice due date.

**2.11    Cancellation of Service for Cause**

2.11.1 The Company may without notice terminate the subscriber's contract, and/or disconnect the service upon:

2.11.1.A. Abandonment of the service.

2.11.1.B. Impersonation of another with fraudulent intent.

2.11.1.C. Five day's written notice, for nonpayment of any amounts owed to the Company that are past due.

2.11.1.D. Use of service 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.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.11 Cancellation of Service for Cause (Cont.)**

2.11.1 The Company may without notice terminate the subscriber's contract, and/or disconnect the service upon:

2.11.1.E. Abuse or fraudulent use of service; such abuse or fraudulent use includes:

2.11.1.E.1. The 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 of the charge applicable for the service;

2.11.1.E.2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, message telecommunications service or WATS by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;

2.11.1.E.3. Use of service or facilities of the Company for a call or calls, anonymous or otherwise, in a manner which one may reasonably expect to frighten, abuse, torment, or harass another;

2.11.1.E.4. The use of profane or obscene language;

2.11.1.E.5. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

2.11.1.F. Any other violation of the Company's regulations with five day written notice.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.11 Cancellation of Service for Cause (Cont.)**

2.11.2 The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

**2.12 Customer's Responsibilities in Placement of Orders, Payment of Bills and Compliance with Regulations**

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. The Customer is also responsible for the payment of bills for services described herein. This includes payment for long distance calls or services:

- Originating from the Customer's number(s),
- Billed to the Customer's number via the use of a Calling Card, or the use of a Company-assigned special billing number, and
- Incurred at the specific request of the Customer.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.12 Customer's Responsibilities in Placement of Orders, Payment of Bills and Compliance with Regulations (Cont.)**

2.12.1 The customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections regarding billed charges must be reported to the Company or its billing agent within six (6) months after receipt of the bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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 Code, whether such use is a result of the Customer's intentional disclosure of the Authorization Code, or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.13 Customer Complaints and/or Billing Disputes**

Customers have the right to refer billing disputes and any other complaints to the Company via its Customer Care Department and/or its Consumer Advocate at 8830 US Highway 231, Arab, Alabama 35016. The Company's Customer Service Department can be reached 24 hours per day by dialing 1-800-239-3000.

Each customer complaint and/or billing dispute will be thoroughly researched by the Company and the results of such investigation and, if warranted, the proposed resolution relayed to the customer in a timely manner.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Regulatory Commission of Alaska in accordance with the Commission's rules of procedure. The address of the Commission is as follows: Regulatory Commission of Alaska, 701 West Eighth Avenue, Suite 300, Anchorage, AK 99501. The Commission may also be reached via the following toll-free telephone number: 1-800-390-2782.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.14 Other Charges**

The Company will pass through charges for Telecommunications Relay Service, E911, Universal Service/ Lifeline Assistance, the Primary Interexchange Carrier Charge, subscriber line charges and compensation to payphone service providers for the use of their payphones to access the Company's service and if applicable, each charge will be identified on the bill.

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

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract and subject to the commission's rules and regulations. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Any special contract will require approval from the Regulatory Commission of Alaska.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.16 Payphone 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) and amended by Report and Order released August 12, 2004 (FCC 04-182), an undiscountable per call charge is applicable to all interstate, intrastate, and international calls that originate from any domestic pay telephone used to access the Company's services.

Rate per Call	\$0.60
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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.17 Specific Regulations for Inbound Toll Free "800/888" Services**

2.17.1 The Company reserves the right to require an applicant for DeltaCom, Inc. Inbound Toll Free "800/888" Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated. (T)

2.17.2 DeltaCom, Inc. Inbound Toll Free "800/888" Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of service without injurious effects upon it or any service rendered by the Company. The Company may terminate or refuse to furnish DeltaCom, Inc. Inbound Toll "800/888" Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company. (T)

2.17.3 The Customer must obtain an adequate number of access lines for DeltaCom, Inc. Inbound Toll Free "800/888" Service to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (T)

- (A) total call volume;
- (B) average call duration;
- (C) time-of-day characteristics; and
- (D) peak calling period.

The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish DeltaCom, Inc. Inbound Toll Free "800/888" Service to any Customer that fails to comply with these conditions. (T)

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.17 Specific Regulations for Inbound Toll Free "800/888" Services (Cont.)**

2.17.4 Use of number(s): Each DeltaCom, Inc. Inbound Toll Free "800/888" Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least thirty (30) average monthly minutes of use or more. Any Toll Free "800/888" telephone number associated with DeltaCom, Inc. Inbound Toll Free "800/888" Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be redesignated as a spare number in the SMS/800 data base by DeltaCom, Inc. upon five days written notice to the Customer.

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2.17.5 If the Customer requests assignment of a specific Toll Free "800/888" Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than thirty (30) days and shall be subject to a reservation fee which will be credited to the Customer's unpaid balance after DeltaCom, Inc. Inbound Toll Free "800/888" Service has been in actual and substantial use for a consecutive thirty (30) day period.

(T)

Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved Toll Free "800/888" telephone numbers hereunder or Customers who subscribe to and use DeltaCom, Inc. Inbound Toll Free "800/888" Service or their transferee or assigns, any ownership interest or proprietary right in any particular Toll Free "800/888" number; however, upon placing a number actually and substantially in use, as defined above, DeltaCom, Inc. Inbound Toll Free "800/888" Service Customers do have a controlling interest in the Toll Free "800/888" number(s). DeltaCom, Inc. Inbound Toll Free "800/888" Service Customers may retain the use of their Toll Free "800/888" number assignments, even following changes in their Toll Free "800/888" carrier and/or Resp. Org.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.17 Specific Regulations for Inbound Toll Free "800/888" Services (Cont.)**

- 2.17.6 If a Customer places an order for DeltaCom, Inc to carry Customer's already existing Toll Free "800/888" number service, the Customer shall provide to DeltaCom, Inc the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to DeltaCom, Inc. Inbound 800 Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its Toll Free "800/888" number(s) to DeltaCom, Inc. Resp. Org. If the Customer elects to retain a non-DeltaCom, Inc. Resp. Org., the Customer must notify DeltaCom, Inc. of any changes in the Customer's Resp. Org., in writing, within forty-eight (48) hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or Toll Free "800/888" service carrier. DeltaCom, Inc. assumes no responsibility or liability with respect to any obligations of the Customer to such previous service providers existing at the time of transfer to DeltaCom, Inc. (T)  
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- 2.17.7 It is the Customer's responsibility to provide answer supervision back to the DeltaCom, Inc. point of connection even when the DeltaCom, Inc. Inbound Toll Free "800/888" is connected to switching equipment or a Customer provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon answer of the call to the Customer's switching equipment or communications system and ends upon termination of the call. (T)
- 2.17.8 Subject to execution of a Resp. Org. Service Agreement between DeltaCom, Inc. and the Customer, the DeltaCom, Inc. Resp. Org. will perform the function of Resp. Org. for all DeltaCom, Inc. Inbound Toll Free "800/888" Service orders unless the Customer requests another Resp. Org. DeltaCom, Inc. Resp. Org. functions include: (T)  
(T)
- (A) Search for and reservation of Toll Free "800/ 888" numbers in the SMS/800;
  - (B) Creating and maintaining the Toll Free "800/ 888" number Customer record in the SMS/800; and
  - (C) Provision of a single point of contact for trouble reporting.

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**SECTION 2 - RULES AND REGULATIONS (Cont.)**

**2.17 Specific Regulations for Inbound Toll Free "800/888" Services (Cont.)**

2.17.9 Where DeltaCom, Inc. serves as the Resp. Org. for a DeltaCom, Inc. Inbound Toll Free "800/ 888" Service Customer, DeltaCom, Inc. will, at the Customer's request, subscribe to Toll Free "800/888" Directory Listing for the Toll Free "800/888" number(s) assigned to the Customer. A charge for Toll Free "800/888" Directory Listings will apply as set forth in Section 3 of this tariff.

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In the event that a Customer transfers its Toll Free "800/888" Service to another Resp. Org., the Company shall cease to subscribe to Toll Free "800/888" Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Toll Free "800/888" Directory Listing Service is maintained through the new Resp. Org. The Customer is responsible for payment of any outstanding Toll Free "800/888" Directory Listing charges, including any unexpired portion of any minimum period applicable to such service, and DeltaCom, Inc. shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Toll Free "800/888" Directory Listing responsibility.

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2.17.10 In the event that a Customer cancels its DeltaCom, Inc. Resp. Org. or Inbound Toll Free "800/888" Service, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any service obtained by or on behalf of the Customer by DeltaCom, Inc.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 Service Elements**

**3.1.1 Timing of Calls**

Call timing begins when called party goes off-hook. Call timing stops when either calling or called party hangs up.

**3.1.2 Calculation of Distance**

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

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

FORMULA:

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

**3.1.3 Minimum Call Completion Rate**

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

Pursuant to U-99-82(3)

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

**3.2 Annual Usage Commitment Level and Discontinuance Charge**

Customers who enter into a term agreement must meet an Annual Usage Commitment Level. As long as the Customer maintains service with DeltaCom, Inc., the requirement to maintain the "Annual Usage Commitment Level" remains in effect. The Customer's Annual Usage Commitment Level is established by using the third (3rd) month's actual usage, excluding directory assistance, multiplying by twelve (12) months, and dividing this amount by 50%. By the end of the twelfth (12th) month of the Customer's term, usage must be at or above the established Annual Usage Commitment Level. If the Customer's usage does not meet this requirement, in the 13th month, and at the end of each 12 month period remaining in the term to which the Customer agreed, the Customer will be billed the difference between the actual usage level and the predetermined Annual Usage Commitment Level.

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The Customer may discontinue service by contacting DeltaCom, Inc. Customer Service Center within the first 90 days of the term without incurring "Discontinuance Charges". However, upon cancellation during the first 90 days of the term, the Customer will be responsible for payment of all accrued charges for usage to date.

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All Customer notices of discontinuance must be received by DeltaCom, Inc. 30 days prior to the discontinuance becoming effective. If the Customer has entered into a term agreement and cancels service after the initial 90 day period, but before the expiration of the term, due to customer service, sales support or network quality, the customer will be responsible for usage to date of effective cancellation.

(T)

If the Customer has entered into a term agreement and cancels service after the initial 90 day period, but before the expiration of the term, due to a competitive bid, the Customer will be responsible for a Discontinuance Charge.

The "Discontinuance Charge" includes usage charges to date of effective cancellation and any incentives received during the term, including waived installation charges and/or discounts.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

**3.3 Service Offerings**

**3.3.1 DeltaCom Business Connections Service**

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Business Connections is a combined outbound and inbound service designed for business customers which originates/terminates over either switched or dedicated access lines. Flat-rate, per minute pricing applies twenty-four hours per day, seven days per week and calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Product options, as set forth in the table below, are available to the customer based on access method and monthly usage at the time of subscription. Charges for directory assistance and/or operator services do not contribute to the usage for determination of applicable option.

**3.3.1.1 Business Connections Rates**

A. Outbound/Inbound Rates Per Minute:

	Base Rate Per Minute
Business Connections, Option 1 (Switched Access, Monthly Usage <\$400)	0.1990
Business Connections, Option 2 (Switched Access, Monthly Usage \$400-\$1,499)	0.1990
Business Connections, Option 3 (Switched Access, Monthly Usage >\$1,500)	0.1990
Business Connections, Option 4 (Dedicated Access, Monthly Usage <\$2,000)	0.1800
Business Connections, Option 5 (Dedicated Access, Monthly Usage \$2,000 to \$4,999)	0.1800
Business Connections, Option 6 (Dedicated Access, Monthly Usage \$5,000 to \$9,999)	0.1800
Business Connections, Option 7 (Dedicated Access, Monthly Usage >\$10,000)	0.1800

- B. Travel Card Rate Per Minute \$0.22
- C. Monthly Recurring Charge, per toll free number \$3.00
- D. Toll Free PIN-Connect Rate Per Minute \$0.15

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

**3.3 Service Offerings (Cont.)**

**3.3.2 DeltaCom EnterpriseLD Service**

(T)

EnterpriseLD is a combined outbound and inbound service designed for business customers which originates/terminates over either switched or dedicated access lines. Flat-rate, per minute pricing applies twenty-four hours per day, seven days per week and calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Product options, as set forth in the table below, are available to the customer based on access method and monthly usage at the time of subscription. Charges for directory assistance and/or operator services do not contribute to the usage for determination of applicable option.

**3.3.2.1 EnterpriseLD Rates**

A. Outbound/Inbound Rates Per Minute:

	Base Rate Per Minute
EnterpriseLD, Option 1 (Switched Access, Monthly Usage <\$400)	0.2120
EnterpriseLD, Option 2 (Switched Access, Monthly Usage >\$400)	0.1890
EnterpriseLD, Option 3 (Dedicated Access, Monthly Usage <\$1,500)	0.1530
EnterpriseLD, Option 4 (Dedicated Access, Monthly Usage \$1,500 to \$4,999)	0.1530
EnterpriseLD, Option 5 (Dedicated Access, Monthly Usage >\$5,000)	0.1530

- B. Travel Card Rate Per Minute \$0.19
- C. Monthly Recurring Charge, per toll free number \$3.00
- D. Toll Free PIN-Connect Rate Per Minute \$0.15

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

**3.3 Service Offerings (Cont.)**

**3.3.3 DeltaCom Horizon LD Service**

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Horizon LD is a combined outbound and inbound service designed for business customers which originates/terminates over either switched or dedicated access lines. Flat-rate, per minute pricing applies twenty-four hours per day, seven days per week and calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Product options, as set forth in the table below, are available to the customer based on access method and monthly usage at the time of subscription. Charges for directory assistance and/or operator services do not contribute to the usage for determination of applicable option.

**3.3.3.1 Horizon LD Rates**

A. Outbound/Inbound Rates Per Minute:

	Base Rate Per Minute
Horizon LD, Option 1 (Switched Access, Monthly Usage <\$400)	0.2120
Horizon LD, Option 2 (Switched Access, Monthly Usage >\$400)	0.1890
Horizon LD, Option 3 (Dedicated Access, Monthly Usage <\$1,500)	0.1530
Horizon LD, Option 4 (Dedicated Access, Monthly Usage \$1,500 to \$4,999)	0.1530
Horizon LD, Option 5 (Dedicated Access, Monthly Usage >\$5,000)	0.1530

- |   |        |
|---|--------|
| B. Travel Card Rate Per Minute                    | \$0.19 |
| C. Monthly Recurring Charge, per toll free number | \$3.00 |
| D. Toll Free PIN-Connect Rate Per Minute          | \$0.15 |

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

**3.3 Service Offerings (Cont.)**

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**3.3.4 DeltaCom Unison**

DeltaCom Unison Card Service. DeltaCom Unison is available to new Customers who bill up to \$499.00 at the time of signing a service term agreement. Calls are timed in 6 second increments after the initial 18 seconds of each call. The Customer may choose to enter into a 12, 24, or 36 month term agreement and discounts available to the Customer for the term periods listed are 10%, 14%, and 18%, respectively, of their total monthly usage.

(T)

**3.3.4.1 DeltaCom (T) Unison - Card Rates**

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (14%)	3 Year Term (18%)
.290	.261	.249	.238

**3.3.5 DeltaCom (T) Unison for Associations \***

DeltaCom Unison for Associations Card Service. DeltaCom Unison for Associations is available to new Customers who bill up to \$499.00 at the time of signing a service term agreement. Unlike DeltaCom Unison Customers, DeltaCom Unison for Associations subscribers must belong to a recognized professional or trade association. Calls are billed in 6 second increments after the initial 18 seconds of each call. The Customer may choose to enter into a 12 or 24 month term agreement and discounts available to the Customer for the term periods listed are 14%, and 18%, respectively, of their total monthly usage.

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**3.3.5.1 DeltaCom (T) Unison for Associations - Card Rates**

Base Rate (No Term)	1 Year Term (14%)	2 Year Term (18%)	3 Year Term (18%)
.290	.249	.238	.238

\* *As of January 10, 2005, this service has been reserved for currently subscribed customers and is no longer available to new customers.*

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

**3.3 Service Offerings (Cont.)**

**3.3.6 Directory Assistance Service**

**3.3.6.1 Directory Assistance Service**

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

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

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

Each call - \$0.90

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

**3.3 Service Offerings (Cont.)**

**3.3.6 Directory Assistance Service (Cont.)**

**3.3.6.2 Directory Assistance Call Completion**

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

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

(A) Per Call Completion requested: \$0.45

(B) Usage Charges:

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

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

**3.3 Service Offerings (Cont.)**

**3.3.7 Associations Program**

The Associations Program is available to new customers, and/or existing customers with expired term agreements, which are members of a recognized professional or trade association.

Eligible customers will receive an additional 3% discount off long distance service, excluding taxes, non-recurring charges, operator assistance, directory assistance, regulatory line charges and/or surcharges.

Certification of Association membership is required and will be verified periodically. Misrepresentation of membership could result in removal of discounts.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

**3.3 Service Offerings (Cont.)**

**3.3.8 Inbound 800 Service Features**

**3.3.8.1 Directory Listing**

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

(A)	Monthly Recurring Charge	\$0.00
(B)	Installation Charge	\$0.00

**3.3.8.2 Toll Free PIN-Connect**

Toll Free PIN-Connect is a service that enables the subscriber to connect to a pre-determined domestic 10-digit telephone number by dialing a single toll free number and a four-digit PIN (up to 9,999 PINs) assigned by the user. Each PIN terminates to a specific 10-digit telephone number. The customer has the ability to activate each of the PINs "real-time" as needed and change a PIN's destination number "real-time." Toll free routing features are not available on this service. Incoming exclusion (blocking) indexes are available on this service.

(A)	Monthly Recurring Charge	\$7.50
(B)	Installation Charge	\$0.00
(C)	Usage Charges:	
	Refer to individual product descriptions for per minute charges.	

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

**3.3 Service Offerings (Cont.)**

**3.3.9 LD Rewards Switched Long Distance**

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

Per minute intrastate and interstate rates are set forth in below and apply exclusively to outbound and toll free domestic traffic. International, Directory Assistance and Operator Services calls are not eligible to receive the rates below.

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

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

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont.)**

(N)

**3.3 Service Offerings (Cont.)**

**3.3.9 LD Rewards Switched Long Distance (Cont.)**

Discontinuance provisions apply as set forth in Section 3.2.

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

**3.3.9.1 LD Rewards Switched Long Distance Rates**

	<b>Monthly Volume*</b>	<b>Interstate Per Minute Rate</b>	<b>Intrastate Per Minute Rate</b>
Option A**	\$10.00	\$0.055	\$0.065
Option B**	\$15.00	\$0.050	\$0.060
Option C**	\$25.00	\$0.045	\$0.055
Option D**	\$50.00	\$0.039	\$0.049
Travel Card***	N/A	\$0.129	\$0.129

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

(N)

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By: Senior Manager, Regulatory

DeltaCom, Inc.

**SECTION 4 – MISCELLANEOUS SERVICES**

**4.1 Service Order Charge**

Absent a promotional offering, service charges will apply to new service orders or to orders to change existing service.

	Non Recurring Charge
Service Order Charge	\$10.00

(N)

(N)

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