Title Sheet

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

DeltaCom, Inc., d/b/a DeltaCom Business Solutions, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by DeltaCom, Inc., d/b/a DeltaCom Business Solutions, Inc. within the State of Missouri.

DeltaCom, Inc., d/b/a DeltaCom Business Solutions, Inc. operates as a competitive telecommunications company, as defined in Case No. TO-88-142, within the state of Missouri.

By: Senior Manager – Regulatory Affairs
DeltaCom, Inc. d/b/a DeltaCom Business Solutions, Inc., Inc.
7037 Old Madison Pike
Huntsville, Alabama 35806

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COMPETITIVE TELECOMMUNICATIONS COMPANY WAIVERS

DeltaCom, Inc., d/b/a DeltaCom Business Solutions, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Statutes

Section 392.240 (1)	- Rates - average return on investment
Section 392.270	- Property valuation (ratemaking)
Section 392.280	- Depreciation accounts
Section 392.290	- Issuance of securities
Section 392.310	- Stock and debt issuance
Section 392.320	- Stock dividend payments
Section 392.330	- Issuance of securities, debt and notes
Section 392.340	- Reorganization(s)

Commission Rules

4 CSR 240-10.020	- Depreciation fund income
4 CSR 240-30.010(2)(C)	- Rate schedules
4 CSR 240-30.040	- Uniform System of Accounts
4 CSR 240-32.030(1)(B)	- Exchange boundary maps
4 CSR 240-32.030(1)(C)	- Record keeping
4 CSR 240-32.030(2)	- In-state record keeping
4 CSR 240-32.050(3)	- Local office record keeping
4 CSR 240-32.050(4)	- Telephone directories
4 CSR 240-32.050(5)	- Call intercept
4 CSR 240-32.050(6)	- Telephone number changes
4 CSR 240-32.070(4)	- Public coin telephone
4 CSR 240-33.030	- Minimum charges rules
4 CSR 240-33.040(5)	- Financing

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

(D) - Delete or Discontinue

(I) - Change resulting in an increase to a Customer's bill

(M) - Moved from another tariff location

(N) - New

(R) - Change resulting in a reduction to a Customer's bill

(T) - Change in text or regulation but no change in rate or charge

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TARIFF FORMAT

A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. **Sheet Revision Numbers** - Revision numbers also appear in upper right corner of each page. These numbers are used to determine the most current sheet version on file. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement that connects the Customer's location to a Company network switching center.

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

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

Commission: Refers to the Missouri Public Service Commission.

Company: DeltaCom, Inc., d/b/a DeltaCom Business Solutions, Inc., unless the context means otherwise.

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

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

DeltaCom: Used throughout this tariff to refer to DeltaCom, Inc., d/b/a DeltaCom Business Solutions, Inc.

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

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

Facilities: Company's facilities consist of facilities that Company owns and/or leases and for which Company renders a bill for payment to its Customers, whether or not such Facilities are actually owned by Company.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)

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

Individual Case Basis (ICB): Rates for services offered on an individual case basis (ICB) will be structured to recover the Company's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis.

Interexchange Telecommunications Service: Telecommunications service between two points in two or more exchanges.

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

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

Intrastate: Calls that originate and terminate between any two points in Missouri. Intrastate calls can be InterLATA or IntraLATA.

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

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

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

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

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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)

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.

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

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

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 DeltaCom serves as Resp Org.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and charges applicable to direct-dialed and operator-assisted intrastate common carrier communications services provided by the Company between points within the State of Missouri. Operator-assisted services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

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

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

The Company provides interexchange service to both residential and business customers within the state of Missouri.

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SECTION 2.0 - RULES AND REGULATIONS

2.2 Use of Service

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

(A) in any way that might reasonably be expected to frighten, abuse, torment, or harass another;

(B) for any purpose in violation of the law;

(C) in such a manner as to unreasonably interfere with the use of the Service by any of the Company's customers; and/or

(D) to transmit any material which, in the Company's sole discretion

(1) violates any U.S. state regulation, including material which infringes another's intellectual property rights,

(2) is threatening or obscene, libelous, defamatory or violates any right of privacy of another,

(3) is discriminatory or otherwise offensive.

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Facilities Used in Provision of Service

2.3.1 The Service is subject to the availability of suitable facilities.

2.3.2 The Customer must obtain an adequate number of access lines for toll free Service to meet expected demand.

2.3.3 The Customer is responsible for placing any necessary orders and complying with tariff regulations for services described herein, and for assuring that its users comply with tariff regulations.

2.3.4 The Customer shall provide for the proper installation, operation and maintenance of the Customer's equipment used in connection with the Service and shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with all FCC rules and regulations.

2.3.5 Equipment provided by the Company shall remain the property of the Company. Company-owned equipment will be returned to the Company upon termination of service. If Company-owned equipment is not returned from the Customer, the Customer will be billed the current Company listed purchase price for the equipment. The Company may substitute, change or rearrange any equipment, facility or system used in providing Service at any time.

2.3.6 The Company will deliver the Service(s) to the Customer to the physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation. The point of demarcation shall be the point where the Company's facilities end and the Customer's premises wiring begins. The Company is not responsible for the Customer's premises wiring beyond the point of demarcation.

2.3.7 The Company directly controls all facilities provided under this tariff.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Unauthorized Use

2.4.1 The Customer is liable for all unauthorized and/or fraudulent use of Service by Users and the Company retains the right to analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized use.

2.4.2 The Customer shall pay for unauthorized or fraudulent use of service at the Company's highest usage charges applied to network usage and attempted network usage, whether or not a terminating connection was achieved, plus all costs incurred by the Company to detect, discover, observe, investigate, analyze, examine and locate the party responsible for unauthorized or fraudulent use.

2.4.3 The Company reserves the right to suspend or discontinue service to specific locations, when it has a good faith reason to suspect fraudulent use of its facilities.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Limitations

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

2.5.2 The Company's liability hereunder shall be limited to credit allowances for service outages as set forth in 2.11 of this Tariff. In no event shall the Company be liable to the Customer or any third party for any consequential, indirect, special, incidental, punitive or similar damages, including without limitation, any loss of profit or revenue arising from or related in any manner to service outages whether or not the Company is aware of the possibility of such damages.

2.5.3 Except as set forth in this Tariff, the Company makes no other, and expressly disclaims all, warranties or representations, either express or implied, concerning the service or any content received via the service and expressly disclaims warranties of fitness for a particular use or purpose, the warranty of merchantability and any other warranty implied by law.

2.5.4 The foregoing limitations shall include, but are not limited to:

(A) availability or performance of any systems or related facilities under the control of or provided by other entities, even if the Company acted as agent in arranging such facilities or service;

(B) content of information passing through its network, including the accuracy or quality of such information;

(C) unlawful or unauthorized use of the Company's facilities or Service;

(D) breach of the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Limitations, (Cont'd.)

2.5.4 (cont'd.)

(E) changes in any of the facilities, operations or procedures of the Customer that render any equipment, facilities or service provided by the Company obsolete or require modification or alteration of such equipment, facilities or service or otherwise affect its use or performance;

(F) any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.

(G) any representations made by the Company employees that do not comport or are inconsistent with the provisions herein;

(H) any non completion of calls due to network busy conditions; and

(I) any calls not actually attempted to be completed during any period that Service is unavailable.

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

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Indemnification

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

2.6.1 Claims for libel, slander, defamation, invasion of privacy; infringement of copyright or patent; unauthorized use of any trademark, trade name, or service mark; unfair competition; interference with contract, proprietary or creative right; or any other injury to any person, property or entity arising from the material, data, information or content revealed to, or transmitted, processed, handled, or used by, Company under this Tariff.

2.6.2 Claims for damage to an Authorized User's or third party's premises resulting from furnishing service by Company when the damage is not a result of the negligent or willful acts of Company.

2.6.3 Claims resulting from an act or omission of the Customer or Authorized Users.

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Indemnification, (Cont'd)

2.6.5 Where any claim arises out of the Company acting as a Resp Org or where DeltaCom Inbound 800 Service is not made available on the date committed, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or as provide with a number(s)Claims against the Company, its directors, officers, employees, representatives and agents who order, or as provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in a third party directory assistance data base or are included in an incorrect form, or Vertical Features are not obtained or obtained in error, and any such failure or failures is due solely to the negligence of DeltaCom, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of $1,000.00. The Company shall not be liable at all for the use, misuse, or abuse of a Customer's inbound 800 service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's 800 number by mistake. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties. In the event that DeltaCom causes the mis-routing of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

2.6.6 Errors or Damages Caused by System Date Limitation

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Validation of Credit

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

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

(B) The applicant has been a Customer of the Company for a similar type of service within a period of twenty-four consecutive billings preceding the date of application and during the last twelve consecutive billings for that prior service has not had service discontinued for non-payment of bill or had more than one occasion in which a bill was not paid within the period prescribed by the reasonable regulations of the Company on file with the Commission; provided, that the average periodic bill for such previous service was equal to at least fifty per centum of that estimated for the new service; and provided further, that the credit of the applicant is unimpaired;

(C) The applicant furnishes a satisfactory guarantor to secure payment of bills for the service requested in a specified amount not to exceed the amount of the cash deposit prescribed in Section 2.9 of this tariff.

(D) The applicant makes a cash deposit to secure payment of bills for service prescribed in Section 2.9 of this tariff.

(E) An applicant for service who previously has been a Customer of the Company and whose service has been discontinued by the Company during the last twelve (12) billings of the prior service because of nonpayment of bills, may be required to reestablish credit in accordance with Section 2.9; except that an applicant for residential service shall not be denied service for failure to pay such bills for classes of nonresidential service.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment Arrangements

2.8.1 Payment for Service

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

(A) The Customer is responsible for payment of all Services and facilities, including, calls or Service originated at the Customer's number(s), originated by use of calling cards or the Company assigned special billing numbers, and for all installation charges, special charges and surcharges, recurring monthly fees assessed by authorized regulatory agencies or third parties from whom the Company obtains facilities to provide the Services, and all excise, sales, use or similar taxes imposed by any local, state or federal government, including assessments for government-initiated social objectives.

(B) The Customer shall not attempt to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, including, but not limited to, rearranging, tampering with, or making connections not authorized by the Company to any Service or component used to furnish Service, or using Toll Free Service with the intent of gaining access to a the Customer's outbound calling capabilities on an unauthorized basis.

(C) The security of the Customer's authorization codes is the responsibility of the Customer. All calls placed using such authorization codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their authorization codes, or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of authorization codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such authorization codes.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment Arrangements, (Cont'd.)

2.8.1 Payment for Service, (cont'd.)

(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. Customers will have a minimum of 25 days in which to submit payment to the Company.

(E) The Company's sole liability with respect to the Customer's overpayment, for whatever reason, is limited to a credit in the amount of the overpayment.

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment Arrangements, (Cont'd.)

2.8.2 Billing and Collection of Charges

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

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

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

(C) The Customer must notify the Company of any disputed items on an invoice within sixty (60) days of the date of the invoice. Business Customers shall advise the Company that all or part of a charge is in dispute by written notice. Residential Customers may use written notice, in person, or by telephone. If the Customer does not provide notice to the Company of a dispute with respect to the amounts invoiced within sixty (60) days of the date of the invoice, the invoice shall be deemed correct and binding on the Customer for all purposes.

(D) In the event a subscriber accumulates more than $250.00 of undisputed delinquent DeltaCom Inbound 800 service charges, the DeltaCom Resp Org reserves the right to not honor the subscriber's request for a Resp Org change until such undisputed charges are paid in full.

(E) If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Missouri Public Service Commission
P. O. Box 360
Jefferson City, Missouri 65102-0360

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment Arrangements, (Cont'd.)

2.8.2 Billing and Collection of Charges, (cont'd.)

(F) Billing of the Customer by the Company will begin on the Effective Date, as defined in Section 1.

(G) If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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

All business Customers shall continue to receive paper summary bill page and a remittance slip free of charge.

(I) 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.

(J) When billing functions are performed by local exchange telephone companies, credit card companies or others on behalf of the Company, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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. Deposits and Advance Payments will be applied pursuant to 4 CSR 240-33.050.

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 pursuant to 4 CSR 240-33.050(B).

2.9.6 The establishment of credit shall be governed by rules and regulations of the state of Missouri.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.10 Service Changes

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

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

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

2.10.3 any increase in rates allowed by applicable law.

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.11 Interruption of Service

2.11.1 The Customer shall notify the Company immediately in the event of any interruption in Service and shall assist the Company in restoring the Service. The Customer shall notify the Company immediately of its desire to receive a credit allowance for such interruption. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

2.11.2 No credit shall be allowed for interruptions that result from the Customer's fault or the Company's testing or regularly scheduled maintenance or for any reason that constitutes Force Majeure as defined in Section 2.18.

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

2.11.4 No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.11.5 The Customer shall be credited for an interruption of two (2) hours or more at the rate of $1/720^{th}$ 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 - RULES AND REGULATIONS, (CONT'D.)

2.12 Annual Usage Commitment Level

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

2.13 Agreement for Service

The initial term of service provided under an Agreement for Service ("AFS") shall be set forth on such AFS. Upon expiration of the initial term, the AFS shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one (1) year terms unless either party notifies the other of its intention to terminate the AFS at the end of the initial term or renewal term, as the case may be, which such notice shall be in writing and provided to the other party at least thirty (30) days prior to the expiration of the initial term or the renewal term, as the case may be. In the event of such notice, the AFS shall terminate upon the expiration of the initial term or renewal term, as the case may be. The Customer must follow the process as outlined in Section 2.15.6 when notifying the Company of its intent to terminate the AFS at the end of the initial term or renewal term, as the case may be.

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Refusal of Service

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

(A) failure of a prior Customer to pay for service at the premises to be serviced;

(B) failure to pay for a different class of service for a different entity; or

(C) failure to pay directory advertising charges.

2.15 Cancellation of Service

2.15.1 General

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

Notice for Cancellation of Service by Customer must be provided in compliance with Section 2.15.6.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.2 Cancellation by the Customer without Cause

(A) **Discontinuance Charge.** The Customer's rates and discounts, if any, are provided to the Customer in exchange for the Customer's commitment to obtain the Services for the agreed upon term of the Agreement for Service ("AFS"). If the Customer terminates all or any part of the Services obtained under the AFS prior to the expiration of the initial term or any renewal term then in effect for any reason other than Cause (as set forth in the following 2.15.3 below), then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for:

(1) the Annual Usage Commitment amount remaining unpaid for the remainder of the Initial Term or Renewal Term; or

(2) the total of all monthly recurring charges through the end of the Initial Term or Renewal Term, as applicable

(3) any waived installation charges, the cost of any incentives and any miscellaneous charges incurred for dedicated access, including but not limited to engineering fees, expedite fees, carrier and local exchange order fees, change order charges, and miscellaneous configuration charges. In addition, the Company shall be entitled to the cost of collection of the forgoing amounts including, without limitation, court costs, reasonable attorney's fees and interest on past due amounts.

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.2 Cancellation by the Customer without Cause, (Cont'd.)

(B) Discounts/Incentives Received.

Where the Customer received reduced rates or a discount because the Customer subscribed to more than one Service, the Customer's termination of one Service may result in the forfeiture of the Customer's reduced rates or discount for that Service or Services that are not terminated, and the Customer shall be liable to the Company for the amount of discount received by the Customer for the period from the beginning of the term of the Agreement for such Services up to and including the effective date of the termination of the Service or Services terminated.

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.2 Cancellation by the Customer without Cause (cont'd.)

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

(1) When a Customer, whether single or multi-location, closes its entire business and all business locations and cancels service;

(2) When a Customer files for insolvency and liquidation and cancels service. If a Customer maintains the Company's service(s) under other versions, such as Chapter 11 reorganization or Chapter 13, the Customer will not qualify for this waiver;

(3) When a Customer with multiple locations closes a location due to economic conditions;

(4) When a Customer with multiple locations closes a location due to a physical move and the Company is unable to provide 100% of the service at the new location as was utilized at the original location;

(5) When the Customer is being acquired and ownership is changing. In this instance, the original Customer will receive a Waiver of Discontinuance Charge except in the event the AFS is assigned to Customer's acquirer or new ownership.

The Customer must notify the Company in writing a minimum of 30 days in advance of disconnection or termination of service under any of the above conditions. This waiver is not applicable to, and Customer will continue to be responsible for, any previously waived installation charges. Customer notice will be as described in Section 2.15.6.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.3 Cancellation by the Customer with Cause

(A) **Business Customers.** If the 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 DeltaCom 20 business days ("Notice Period") to bring the deficient performance to customarily acceptable industry performance standards ("Cure"), or if not capable of Cure within such notice period, make reasonable progress toward such Cure during the Notice Period. The written notice must cite this provision and reasonably detail the deficient performance.

Should the Customer and the Company agree in writing that the Company failed to provide a cure or make progress toward such cure within the Notice Period, the Company will cancel the Customer's agreement upon request of the Customer.

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

The Customer is responsible for payment of all charges for service furnished through the cancellation date specified by the Customer or until the date written cancellation notice is received, whichever is later. The Customer must provide 30 days written notice of cancellation in advance.

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

(B) **Residential Customers.** Pursuant to 4 CSR 240-33.070, residential customers may provide written or verbal notice for cancellation of service under this section.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.4 Cancellation by the Company

(A) **Notice.** Upon five (5) days written notice for business customers and ten (10) days written notice for residential customers, the Company may refuse, terminate, discontinue or limit the use of Service (either temporarily or permanently) to the Customer or withhold the provision of ordered or contracted Service, without liability:

(1) if any regulated balance is past due;

(2) if the Customer exceeds its credit limit and does not cure within the applicable notice period referenced above in this section after receipt of such notice, which such notice may be by phone, mail, fax or e-mail;

(3) when necessitated by conditions beyond the Company's control;

(4) for violation of any of the provisions contained in this 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.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.4 Cancellation by the Company, (cont'd.)

(B) **Without Notice.** In addition, the Company may immediately and without notice terminate and/or block Services without incurring liability for the following reasons:

(1) fraud or abuse committed by the Customer or a user of the Customer's Service, such as;

(a) use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment to the charge applicable for the service;

(b) obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, telecommunications service by rearranging, tampering with, or making connection with any facilities of the representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid payment, in whole or in part, of the regular charge for such service;

(c) use of facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;

(2) if the Customer refuses to furnish information or furnishes false information essential for billing by the Company or for the Company's determination of the Customer's credit worthiness;

(3) the Customer indicates that the Customer will not comply with a request from the Company for security for the payment of Services;

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.4 Cancellation by the Company, (Cont'd.)

(B) Without Notice. (Cont'd)

(4) the Customer has received notice of cancellation from the Customer's local Service provider;

(5) the Customer's usage exceeds parameters based on historical usage by the Customer;

(6) abandonment of the Service;

(7) if service is used in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the service of others; or,

(8) when the Company deems it necessary to take action to prevent unlawful use of its Service(s) such as blocking traffic to certain countries, or by blocking calls using certain Customer Authorization Codes or from or to certain NPA-NXX's.

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

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.5 Final Invoice

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

2.15.6 Settlement Agreements with Residential Customers

In the event a residential customer is unable to pay charges in full when due, the Company will allow the customer to enter into an initial settlement agreement under which the charges may be paid as mutually agreed to by both the Company and the Customer. A copy of the settlement agreement will be provided to the customer upon request of the Customer.

Matters treated by settlement agreement shall not constitute a basis for discontinuance of service as long as the terms of the settlement agreement are followed by the Customer.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15.7 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 DeltaCom – disconnect@deltacom.com

(C) Facsimile, with confirmed receipt by DeltaCom – 1-800-488-1386

(D) Such request shall include all of the following that apply:

(1) an itemized list of the Service(s) that Customer wishes to disconnect;

(2) the Customer's account number;

(3) affected circuit ID's;

(4) affected telephone numbers; and,

(5) the Customer contact information (i.e., name, address, telephone number, fax number, and email address).

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

All notices of disconnect must be received by the Company thirty (30) days prior to the discontinuance becoming effective.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Specific Regulations for Toll Free Services

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

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

(B) The Customer must obtain an adequate number of access lines for DeltaCom Inbound 800 Service to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (a) total call volume; (b) average call duration; (c) time-of-day characteristics; and (d) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish DeltaCom Inbound 800 Service to any Customer that fails to comply with these conditions.

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Specific Regulations for Inbound 800 Services (cont'd.)

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

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Specific Regulations for Inbound 800 Services (cont'd.)

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

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

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Specific Regulations for Inbound 800 Services (cont'd.)

2.16.6 (cont'd.)

(B) Where the Company serves as the Resp Org for a DeltaCom Inbound 800 Service Customer, it will at the Customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a DeltaCom Inbound 800 Service Customer uses Vertical Features obtained by the Company from Local Exchange Company tariffs, the Customer shall reimburse the Company for all such charges imposed by a Local Exchange Company. These charges may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

(C) In the event that a Customer cancels its DeltaCom Inbound 800 Service, the Customer may elect to retain the Company as its Resp Org. Where the Company serves as Resp Org for a non-DeltaCom Inbound 800 Service customer, a charge for Resp Org service will apply.

(D) In the event that a Customer cancels its DeltaCom Resp Org or Inbound 800 Service, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any service obtained by or on behalf of the Customer by the Company.

(E) The Company will participate in porting toll-free numbers only if the account balance is zero and all undisputed charges incurred as a result of the toll-free number have been paid.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.17 Restoration of Service

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

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

2.18 Force Majeure

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

2.19 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.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.20 Assignments

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

2.21 Special Service

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

2.22 Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an ICB arrangement in response to requests by customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract 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 nondiscriminatory basis.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.23 Modification

Company reserves the right to modify its rates and service policies at any time, subject to approval of the Missouri Public Service Commission and compliance with applicable notification requirements.

2.24 Taxes

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

2.25 Payphone Surcharge

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

Charge per call: $0.60

2.26 Reserved For Future Use

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.27 Missouri Universal Service Fund

Beginning with monthly bills issued on or after May 1, 2005, the Company will place on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Commission. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund." The surcharge percentage will be applied to the total of each Customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(23).

2.28 Returned Check Charge

A service charge will be assessed in accordance with Missouri 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 $15.00 will be charged for returned checks.

2.29 Other Charges

The Company may adjust its rates and charges or impose additional rates or charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to contribute to regulatory programs. Examples of such programs include, but are not limited to, Telecommunications Relay Service, E911, Universal Service Fund, compensation to payphone service providers for the use of their payphones to access the Company's service, transport interconnection charges, residual interconnection charges and subscriber line charges.

2.30 Designation of Company Contact

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.1 General

The Company provides direct dialed, travel card and operator assisted long distance telecommunications services originating and terminating within the State of Missouri. Rates for these services may vary by product type, call duration, mileage and time of day. All services are available 24 hours a day, seven days a week.

3.1.1 Minimum Call Completion Rate

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

3.2 Timing of Calls

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

Unless otherwise specified in this tariff the minimum call duration and rounding of calls for measurement and billing purposes is one minute.

There is no billing applied for incomplete calls.

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

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Timing of Calls (continued)

The appropriate rates apply for Peak and Non-Peak calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 am to 5:00 pm*	Peak Period						
5:00 pm to 8:00 am*	Non-Peak Period						

* - up to but not including

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

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

3.3 Calculation of Distance

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

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

Formula =

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

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.4 Unison Option J

Unison Option J is available to Customers who bill up to $499.00. Calls are timed in six (6) second increments after the initial eighteen (18) seconds of each call and are rated based on flat rates and duration of the call. No term or volume discounts apply. Customers who enter into a term agreement must meet an "Annual Usage Commitment Level" as described in Section 2.12. In addition, Customers who enter into a term agreement may incur a Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.5 Operator Services

Operator Service is provided on a per call service charge basis. In addition to the per call service charge, applicable usage rates apply. This operator service is available on a 24 hour per day, seven day per week basis, on calls originated from Missouri exchanges served by the Company. Operator Service provided by the Company is consistent with 4 CSR 240-33.130.

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

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

Operator Services are accessed through dialing arrangements as specified below:

1) In "Feature Group D" equal access exchanges where the Customer has chosen the Company as its primary interexchange carrier, the Customer dials "00" to access the Company's Operator Service.

2) In exchange area where non-equal access facilities are provided, the Customer may access the Company's Operator Service by dialing a 1-800 number plus the digit "0".

3) In instances where the Customer accesses the Company's network via dedicated facilities, Operator Service may be accessed by dialing "0" over the dedicated line.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.6 Aspect Option B

All Aspect Option B calls are rated based on flat rates and duration of the call. Calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. Service rates are the same for inbound and outbound calls, but may be different for switched or dedicated access. Inbound and Outbound calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call and calling card calls are timed in six (6) second increments after the initial thirty (30) seconds of each call. This service is offered via switched access only.

3.7 Aspect Option E

Aspect Option E is intended for residential customers only. Inbound and Outbound Aspect Option E calls are time of day sensitive, but no volume or term discounts apply. Inbound and Outbound calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call and calling card calls are timed in six (6) second increments after the initial thirty (30) seconds of each call. This service is offered via switched access only. Customers who enter into a term agreement must meet an "Annual Usage Commitment Level" as described in Section 2.12. In addition, customers who enter into a term agreement may incur a Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term.

3.8 Aspect Option G

Aspect Option G is intended for residential customers only. Inbound and Outbound calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call and calling card calls are timed in six (6) second increments after the initial thirty (30) seconds of the call. This service is offered via switched access only. Customers who enter into a term agreement must meet an "Annual Usage Commitment Level" as described in Section 2.12. In addition, customers who enter into a term agreement may incur a Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.9 Aspect Option H

All Aspect Option H calls are rated based on flat rates and duration of the call. Calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. Service rates are the same for inbound and outbound calls, but may be different for switched or dedicated access. Inbound and Outbound calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call and calling card calls are timed in six (6) second increments after the initial thirty (30) seconds of each call. This service is offered via switched access only.

3.10 Inbound 800 Service Features

3.10.1 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 flat monthly recurring charge applies and an installation charge is applicable to the initial loading of the subscriber's 800 number to the third party database.

3.10.2 Toll-Free Pin Connect

Toll Free PIN-Connect is a service that enables a user to connect to a pre-determined domestic 10-digit telephone number by dialing a single toll free 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 PIN's destination number "real-time." Toll free routing features are not available on the service Incoming exclusion (blocking) indexes are available on the service.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.11 Enhanced Toll Free Services

The following features may be obtained as an enhancement to an Inbound 800 Services described within this tariff. The rates for the following features shall be in lieu of the subscriber's rates for Inbound 800 Service.

3.11.1 Enhanced Toll Free Routing Package

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

(A) Time of Day Routing

This feature permits the inbound 800 subscriber to arrange for calls to a single toll free service number to be routed to different locations based on a Customer-defined time of day. The number of time of day routing schedules are subject to the Company's capacity to process and store routing schedules. The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

(B) Day of Week Routing

This feature permits the Inbound 800 subscriber to arrange for calls to a single toll free number to be routed to different locations based on the particular day of the week. The subscriber can establish a different routing arrangement for each day of the week, with a maximum of seven unique routing schemes. The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.11 Enhanced Toll Free Services (cont'd.)

3.11.1 Enhanced Toll Free Routing Package (cont'd.)

(C) Holiday Routing

This feature permits the Inbound 800 subscriber to arrange for calls to a single toll free number to be routed to different location based on a holiday schedule or a particular day of the year. The subscriber can establish holiday routing using a DeltaCom pre-determined listing of federal or business holidays. The subscriber is allowed three day of year entries. The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

(D) Point of Origination Routing

This feature permits the Inbound 800 subscriber to arrange for calls to a single toll free number to be routed to different location based on the origination of the caller. The subscriber can establish point of origination routing using a DeltaCom most commonly used serving area index, or by identifying specific area codes (NPA) and exchanges (NXX). The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

(E) Toll Free Blocking

This feature permits the Inbound 800 subscriber to arrange for calls to a single toll free number to be blocked based on the origination of the caller. The subscriber can establish toll free blocking using a DeltaCom most commonly used serving area index, or by identifying specific area codes (NPA) and exchanges (NXX). The monthly recurring, and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.11 Enhanced Toll Free Services (cont'd.)

3.11.1 Enhanced Toll Free Routing Package (cont'd.)

(F) Percent Allocation

This feature permits the Inbound 800 subscriber to arrange for calls to a single toll free number to route various percentages of calls to two or more locations. The subscriber must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The monthly recurring and installation charge apply per toll free number. Change charges apply for each subsequent change request in routing.

3.11.2 Toll Free with Call Completion

This feature permits the Inbound 800 subscriber to play pre- recorded audio messages to callers informing them of specific business conditions. The subscriber has four pre-recorded audio messages to choose from. The installation charge and monthly recurring charge applies to these pre-recorded messages. Customization of these audio messages (including foreign languages) will incur an additional Customized Announcement Creation installation charge.

3.11.3 Toll Free with Route Advance

This feature permits the dedicated Inbound 800 subscriber to control potential congestion of toll free calls by sending the overflow calls from one dedicated line to a switched line or from one dedicated line to another dedicated line, allowing for maximum completion of incoming toll free calls. The subscriber can route advance a call to a maximum of five alternate locations. Installation, monthly recurring and change charge apply.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.11 Enhanced Toll Free Services (cont'd.)

3.11.4 Toll Free with DNIS Delivery

This feature permits a dedicated Inbound 800 subscriber with multiple toll free numbers terminating in the same location to identify the specific toll free number dialed by the calling party. Both installation and change charges apply. Change charges apply for subsequent changes in routing, after the initial service has been installed.

3.11.5 Toll Free with Real Time ANI Delivery

Real time automatic number identification (ANI) service is a dedicated inbound 800 feature which identifies the calling party's telephone number to the Inbound 800 subscriber, provided the terminating subscriber's Inbound 800 equipment is appropriately equipped and compatible to receive ANI from the company. A per call delivered charge is assessed for Real Time ANI delivery. Change charges apply for each subsequent change to the initial service installation.

3.11.6 Toll Free with Menu-Prompted Routing

This feature permits the Inbound 800 subscriber to route calls based on the number dialed by the caller. Menu-Prompted Routing is a network-based voice response system that instructs the call to dial a key to be directed to the location of choice. The audio message that provided caller instructions are customizable. The subscriber can create up to three levels of voice response processing. Both installation and monthly recurring charges apply. Change charges apply for each subsequent change to the initial service installation.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.12 Directory Assistance Services

3.12.1 Directory Assistance

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

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

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

3.12.1 Directory Assistance Call Completion

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

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.13 DeltaCom Business Connections Option 1

This product is designed for customers whose monthly usage is less than $400 at the time of signing a service term agreement. Charges for directory assistance, operator services or recurring monthly feature charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. Business Connections Option 1 Switched customers may choose to enter into a 12, 24 or 36 month term agreement. Discounts available to the customer for the term periods listed are 0%, 3% or 7%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level" as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

3.14 DeltaCom Business Connections Option 2

This product is designed for customers whose monthly usage is between $400 and $1,499 at the time of signing a service term agreement. Charges for directory assistance, operator services or recurring monthly feature charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. Business Connections Option 2 Switched customers may choose to enter into a 12, 24 or 36 month term agreement. Discounts available to the Customer for the term periods listed are 13%, 17% or 21%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level" as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.15 DeltaCom Business Connections Option 3

This product is designed for customers whose monthly usage is $1,500 or more at the time of signing a service term agreement. Charges for directory assistance, operator service or recurring monthly feature charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. Business Connections Option 3 Switched customers may choose to enter into a 12, 24 or 36 month term agreement. Discounts available to the Customer for the term periods listed are 19%, 22% or 28%, respectively, off their total monthly usage.

3.16 DeltaCom EnterpriseLD Option 1

This product is designed for customers whose monthly usage is less than $400 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. EnterpriseLD Option 1 Switched Customers may choose to enter into a 12, 24 or 36 month term agreement. Discounts available to the Customer for the term periods listed are 5%, 9% or 13%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level", as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 DeltaCom EnterpriseLD Option 2

This product is designed for Customers whose monthly usage is above $400 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. EnterpriseLD Option 2 Switched Customers 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%, 13% or 19%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level", as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

3.18 DeltaCom HorizonLD Switched Option 1

This product is designed for Customers whose monthly usage is less than $400 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. HorizonLD Option 1 Switched Customers 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 5%, 9% or 13%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level", as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.19 DeltaCom HorizonLD Switched Option 2

This product is designed for customers whose monthly usage is above $400 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. HorizonLD Option 2 Switched customers may choose to enter into a 12, 24 or 36 month term agreement. Discounts available to the Customer for the term periods listed are 10%, 13% or 19%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level", as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

3.20 DeltaCom HorizonLD Dedicated Option 3

This product is designed for customers whose monthly usage is less than $1,500 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. HorizonLD Dedicated Option 3 customers may choose to enter into a 12, 24 or 36 month term agreement. Discounts available to the Customer for the term periods listed are 0%, 2% or 5%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level", as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.21 DeltaCom HorizonLD Dedicated Option 4

This product is designed for customers whose monthly usage is between $1,500 and $4,999 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. HorizonLD Dedicated Option 4 customers may choose to enter into a 12, 24 or 36 month term agreement. Discounts available to the Customer for the term periods listed are 15%, 20% or 25%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level", as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

3.22 DeltaCom HorizonLD Dedicated Option 5

This product is designed for customers whose monthly usage is above $5,000 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. HorizonLD Dedicated Option 5 customers may choose to enter into a 12, 24 or 36 month term agreement. Discounts available to the Customer for the term periods listed are 21%, 25% or 28%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level", as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.23 Associations Program

The Associations Program is available to new customers, and/or existing customers with expired term agreements, which are members of a recognized professional or trade association. Eligible customers will receive an additional 3% discount off local, long distance, and Internet service, excluding taxes, non-recurring charges, operator assistance, directory assistance, regulatory line charges and/or surcharges. Certification of Association membership is required and will be verified periodically. Misrepresentation of membership could result in removal of discounts.

3.24 Delta Equal Access

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

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.25 RESERVED FOR FUTURE USE

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SECTION 4 - RATES AND CHARGES

4.1 DeltaCom Unison Option J

	Inbound	Outbound	Card
Per Minute	$0.118	$0.118	$0.180

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Operator Services

The use of the Company's Operator Services allows the Customer to select from the special call handling or billing arrangements specified below. Call, rates, charges, and applicable service charges will be assessed to the call originator, the called party's telephone number or a third party's telephone number based upon the call type (i.e., operator dialed, collect, third party billed, or customer dialed credit card billed, without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable.

4.2.1 Intrastate Usage Charges

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
1-10	$0.1265	$0.1035	$0.1012	$0.0828	$0.0822	$.0673
11-14	$0.1725	$0.1495	$0.1380	$0.1196	$0.1121	$0.0972
15-18	$0.2039	$0.1840	$0.1656	$0.1472	$0.1346	$0.1196
19-23	$0.2326	$0.1955	$0.1794	$0.1564	$0.1645	$0.1271
24-28	$0.2473	$0.1955	$0.1955	$0.1673	$0.1898	$0.1449
29-33	$0.2473	$0.2013	$0.1978	$0.1794	$0.1955	$0.1599
34-40	$0.2795	$0.2415	$0.2070	$0.1875	$0.2047	$0.1748
41-50	$0.2795	$0.2438	$0.2070	$0.1892	$0.2047	$0.1748
51-60	$0.2910	$0.2553	$0.2162	$0.1961	$0.2053	$0.1794
61-80	$0.3025	$0.2668	$0.2168	$0.2047	$0.2059	$0.1817
81-100	$0.3140	$0.2731	$0.2323	$0.2076	$0.2064	$0.1829
101-123	$0.3485	$0.2904	$0.2381	$0.2329	$0.2076	$0.1909
126-150	$0.3600	$0.3134	$0.2530	$0.2507	$0.2105	$0.2053
151-190	$0.3715	$0.3249	$0.2611	$0.2593	$0.2162	$0.2110
191-300	$0.3830	$0.3364	$0.2703	$0.2680	$0.2248	$0.2197
301-430	$0.4405	$0.3939	$0.3393	$0.3025	$0.2881	$0.2570
431-over	$0.4405	$0.3939	$0.3393	$0.3025	$0.2881	$0.2570

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SECTION 4 - RATES AND CHARGES (continued)

4.2 Operator Services (cont'd.)

4.2.2 Operator Charges:

The following shall be in addition to the usage charge described above and based on the Operator Service used:

	Type Of Service	Billed DeltaCom Calling Card	All Other
1.	**Customer Dialed Calling Card Station**		
	(a) Customer Dialed/Automated	$0.80	$1.00
	(b) Customer Dialed/Operator Assisted	$2.25	$2.25
	(c) Customer Dialed/Operator Must Assist	$0.80	$1.00
2.	**Operator Dialed Calling Card Station**	$2.25	$2.25
3.	**Operator Station**		
	(a) Collect (0+)	N/A	$2.25
	(b) Billed to Third Party	N/A	$2.35
	(c) Sent Paid, Non-Coin	N/A	$2.30
	(d) Sent Paid, Coin	N/A	$2.05
4.	**Person-to-Person**	$4.90	$4.90
5.	**Operator Dialed Surcharge***	N/A	$1.15

* Does not apply to Operator Dialed calls billed to a Calling Card or DeltaCom Card.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Aspect Option B

	Inbound	Outbound	Card
Per Minute	$0.100	$0.100	$0.175

4.4 Aspect Option E

	PEAK			OFF-PEAK		
	Inbound	Outbound	Card	Inbound	Outbound	Card
Per Minute	$0.12	$0.12	$0.18	$0.10	$0.10	$0.18

4.5 Aspect Option G

	Inbound	Outbound	Card
Per Minute	$0.10	$0.10	$0.18

4.6 Aspect Option H

	Inbound	Outbound	Card
Per Minute	$0.145	$0.145	$0.175

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SECTION 4 - RATES AND CHARGES (continued)

4.7 Inbound Toll Free Service Features

4.7.1 Directory Listing

Monthly Recurring Charge	$0.00
Installation Charge:	$0.00

4.7.2 Toll Free PIN-Connect

Monthly Recurring Charge	$7.50
Installation Charge:	$0.00

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SECTION 4 - RATES AND CHARGES (continued)

4.8 Enhanced Toll Free Feature Service

4.8.1 Enhanced Toll Free Routing Package

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

4.8.2 Toll Free with Call Completion

Monthly Recurring Charge	Installation Charge	Customized Announcement Creation	Change Charge
25.00	100.00	100.00	25.00

4.8.3 Toll Free with Route Advance

Monthly Recurring Charge	Installation Charge	Change Charge
10.00	50.00	25.00

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SECTION 4 - RATES AND CHARGES (continued)

4.8 Enhanced Toll Free Feature Service

4.8.4 Toll Free with DNIS Delivery

Installation Charge	Change Charge
100.00	25.00

4.8.5 Toll free with Real Time ANI Delivery

Usage Charge	Change Charge
0.01/call delivered	25.00

4.8.6 Toll free with Menu-Prompted Routing

Monthly Recurring Charge	Installation Charge	Change Charge
200.00	500.00	200.00

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SECTION 4 - RATES AND CHARGES (continued)

4.9 Directory Assistance Services

4.9.1 Directory Assistance

Each Call	$0.65

4.9.2 Directory Assistance Call Completion

(A)	**Per Call Completion Rate**	$0.45

(B) Usage Charges:
The per minute rate shall be the per minute rate of the 1+ plan that the Customer is subscribed to or enrolled in at the time of the call.

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SECTION 4 - RATES AND CHARGES (continued)

4.10 DeltaCom Business Connections Option 1

4.10.1 Switched Rates

Base Rate (No Term)	1 Year Term (0%)	2 Year Term (3%)	3 Year Term (7%)
0.0950	0.0950	0.0922	0.0884

4.10.2 Toll Free PIN-Connect

Base Rate (No Term)	1 Year Term (0%)	2 Year Term (3%)	3 Year Term (7%)
0.1500	0.1500	0.1455	0.1395

4.10.3 Card Rates

Base Rate (No Term)	1 Year Term (0%)	2 Year Term (3%)	3 Year Term (7%)
0.220	0.220	0.2134	0.2046

4.10.4 Monthly Recurring Charge: $3.00 per toll free number

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SECTION 4 - RATES AND CHARGES (continued)

4.11 DeltaCom Business Connections Option 2

4.11.1 Switched Rates

Base Rate (No Term)	1 Year Term (13%)	2 Year Term (17%)	3 Year Term (21%)
0.0950	0.0827	0.0789	0.0751

4.11.2 Toll Free PIN-Connect

Base Rate (No Term)	1 Year Term (13%)	2 Year Term (17%)	3 Year Term (21%)
0.1500	0.1305	0.1245	0.1185

4.11.3 Card Rates

Base Rate (No Term)	1 Year Term (13%)	2 Year Term (17%)	3 Year Term (21%)
0.220	0.1848	0.1760	0.1672

4.11.4 Monthly Recurring Charge: $3.00 per toll free number

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SECTION 4 - RATES AND CHARGES (continued)

4.12 DeltaCom Business Connections Option 3

4.12.1 Switched Rates

Base Rate (No Term)	1 Year Term (19%)	2 Year Term (22%)	3 Year Term (28%)
0.0950	0.0770	0.0741	0.0684

4.12.2 Toll Free PIN-Connect

Base Rate (No Term)	1 Year Term (19%)	2 Year Term (22%)	3 Year Term (28%)
0.1500	0.1215	0.1170	0.1080

4.12.3 Card Rates

Base Rate (No Term)	1 Year Term (19%)	2 Year Term (22%)	3 Year Term (28%)
0.220	0.1782	0.1716	0.1584

4.12.4 Monthly Recurring Charge: $3.00 per toll free number

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SECTION 4 - RATES AND CHARGES (continued)

4.13 DeltaCom EnterpriseLD Option 1

4.13.1 Switched Rates

Base Rate (No Term)	1 Year Term (5%)	2 Year Term (9%)	3 Year Term (13%)
0.0800	0.0760	0.0728	0.0696

4.13.2 Toll Free PIN-Connect Rates

Base Rate (No Term)	1 Year Term (5%)	2 Year Term (9%)	3 Year Term (13%)
0.1500	0.1425	0.1365	0.1305

4.13.3 Card Rates

Base Rate (No Term)	1 Year Term (5%)	2 Year Term (9%)	3 Year Term (13%)
0.1900	0.1805	0.1729	0.1653

4.13.4 Monthly Recurring Charge: $3.00 per toll free number

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SECTION 4 - RATES AND CHARGES (continued)

4.14 DeltaCom EnterpriseLD Option 2

4.14.1 Switched Rates

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (13%)	3 Year Term (19%)
0.0800	0.0720	0.0696	0.0648

4.14.2 Toll Free PIN-Connect Rates

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (13%)	3 Year Term (19%)
0.1500	0.1350	0.1305	0.1215

4.14.3 Card Rates

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (13%)	3 Year Term (19%)
0.1900	0.1710	0.1653	0.1539

4.14.4 Monthly Recurring Charge: $3.00 per toll free number

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SECTION 4 - RATES AND CHARGES (continued)

4.15 DeltaCom HorizonLD Switched Option 1

4.15.1 Switched Rates

Base Rate (No Term)	1 Year Term (5%)	2 Year Term (9%)	3 Year Term (13%)
0.0840	0.0798	0.0764	0.0731

4.15.2 Toll Free PIN-Connect Rates

Base Rate (No Term)	1 Year Term (5%)	2 Year Term (9%)	3 Year Term (13%)
0.1500	0.1425	0.1365	0.1305

4.15.3 Card Rates

Base Rate (No Term)	1 Year Term (5%)	2 Year Term (9%)	3 Year Term (13%)
0.2000	0.1900	0.1820	0.1740

4.15.4 Monthly Recurring Charge: $3.00 per toll free number

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SECTION 4 - RATES AND CHARGES (continued)

4.16 DeltaCom HorizonLD Switched Option 2

4.16.1 Switched Rates

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (13%)	3 Year Term (19%)
0.0840	0.0756	0.0731	0.0680

4.16.2 Toll Free PIN-Connect Rates

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (13%)	3 Year Term (19%)
0.1500	0.1350	0.1305	0.1215

4.16.3 Card Rates

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (13%)	3 Year Term (19%)
0.2000	0.1800	0.1740	0.1620

4.16.4 Monthly Recurring Charge: $3.00 per toll free number

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SECTION 4 - RATES AND CHARGES (continued)

4.17 DeltaCom HorizonLD Dedicated Option 3

4.17.1 Dedicated Rates

Base Rate (No Term)	1 Year Term (0%)	2 Year Term (2%)	3 Year Term (5%)
0.0641	0.0641	0.0628	0.0608

4.17.2 Monthly Recurring Charge: $3.00 per toll free number

4.18 DeltaCom HorizonLD Dedicated Option 4

4.18.1 Dedicated Rates

Base Rate (No Term)	1 Year Term (15%)	2 Year Term (20%)	3 Year Term (25%)
0.0641	0.0544	0.0512	0.0480

4.18.2 Monthly Recurring Charge: $3.00 per toll free number

4.19 DeltaCom HorizonLD Dedicated Option 5

4.19.1 Dedicated Rates

Base Rate (No Term)	1 Year Term (21%)	2 Year Term (25%)	3 Year Term (28%)
0.0641	0.0506	0.0480	0.0461

4.19.2 Monthly Recurring Charge: $3.00 per toll free number

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SECTION 4 - RATES AND CHARGES (continued)

4.20 Associations Program

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

4.21 Delta Equal Access

4.21.1 Usage Charges

Day		Evening		Night	
First Minute	**Add'l Minute**	**First Minute**	**Add'l Minute**	**First Minute**	**Add'l Minute**
$0.19	$0.19	$0.10	$0.10	$0.08	$0.08

4.21.2 Installation Charge $0.00

4.21.3 Monthly Recurring Charge $0.00

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SECTION 4 - RATES AND CHARGES (continued)

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SECTION 4 - RATES AND CHARGES (continued)

4.23 RESERVED FOR FUTURE USE

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SECTION 5 – PROMOTIONS

5.1 Special Promotions

The Company will, from time to time, offer special promotions to its Customers waiving certain charges. These promotions will be approved by the PSC with specific starting and ending dates, and under no circumstances run for longer than 90 days in any 12 month period.

5.2 Competitive Response Promotion

In order to acquire or retain Customers, the Company will match certain offers made by other interexchange carriers/resellers where the Customer can demonstrate to the Company's satisfaction that it intends to accept such offer as an inducement to subscribe to or remain subscribed to such other interexchange carrier's/reseller's services.

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SECTION 6 – GRANDFATHERED SERVICES

6.1 RESERVED FOR FUTURE USE

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