

DeltaCom, LLC
4005 N. Rodney Parham Road
Little Rock, AR 72212
Effective Date: November 4, 2024

New York Interexchange Customer Service Guide
Leaf: 1
Revision: 0
Superseding Revision:

INTEREXCHANGE TELECOMMUNICATIONS

*This Price Guide, issued by
DeltaCom, LLC
cancels and replaces in its entirety, The Price Guide
issued by DeltaCom, LLC
d/b/a Earthlink Business*

DeltaCom, LLC
4005 N. Rodney Parham Road
Little Rock, Arkansas 72112

This guide contains the rules, regulations, descriptions, regulations, and rates applicable to the furnishing of resold telecommunications services offered by DeltaCom, LLC, between points within New York.

INTEREXCHANGE TELECOMMUNICATIONS

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INTEREXCHANGE TELECOMMUNICATIONS

SYMBOLS

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

- (C) To signify a changed regulation
- (D) To signify a discontinued rate or regulation
- (I) To signify an increase
- (M) To signify material moved from one location to another
- (N) To signify a new rate or regulation
- (R) To signify a reduction
- (S) To signify reissued material
- (T) To signify a change in text, but no change in rate or regulation

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INTEREXCHANGE TELECOMMUNICATIONS

GUIDE FORMAT

- A. Leaf Numbering - Leaf numbers appear in the upper right corner of the page. Leafs are numbered sequentially. However, new leafs are occasionally added to the guide. When a new leaf is added between leafs already in effect, a decimal is added. For example, a new leaf added between Leafs 14 and 15 would be 14.1.

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

INTEREXCHANGE TELECOMMUNICATIONS

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. Customer is responsible for all charges incurred by Authorized Users.

Commission: Refers to the New York State Public Service Commission.

Company: DeltaCom, LLC, 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 telephone service.

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

DeltaCom: Refers to the Company, DeltaCom, LLC.

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

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INTEREXCHANGE TELECOMMUNICATIONS

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

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.

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 New York Intrastate calls can be

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

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.

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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

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 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, Aspect 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This guide contains the regulations and charges applicable to direct-dialed intrastate common carrier communications services provided by the Company between points within the State of New York.

The Company operates and maintains the communication services provided herein under in accordance with the terms and conditions set forth under this Guide. 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 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 guide regulations for services described herein, and for assuring that its users comply with guide 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 Any 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 guide.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 guide.

2.5.2 The Company's liability hereunder shall be limited to credit allowances for service outages as set forth in Section 2.11 of this Guide. 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 Guide, 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;

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 guide.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 Guide. 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 Guide.
- 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 \$1,00\$0.0\$0. 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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. 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 Payment Arrangements (Cont'd.)

2.8.1 Payment for Service (Cont'd.)

- D. Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due when rendered and are payable at any business office of the Company, or at any other address designated by the Company. If objection in writing is not received by the Company within thirty days after the bill is rendered, such bill shall be deemed to be correct and binding upon the customer. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 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. A Customer may advise the Company that all or part of a charge is in dispute by 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 Payment Arrangements (Cont'd.)

2.8.2 Billing and Collection of Charges (Cont'd.)

- 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 New York Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

New York State Public Service Commission
Empire State Plaza
Agency Building 3
Albany, NY 12223-1350

Web Questions@dps.state.ny.us

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

1. Late Payment Collection Fee

In addition to the Late Payment Charge, a collection fee of \$12.00 will be applied to the accounts of business subscribers with any unpaid balance when the previous month's bill has not been paid in full prior to the next billing date.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 Payment Arrangements (Cont'd.)

2.8.2 Billing and Collection of Charges (Cont'd.)

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

All 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.

- K. Duplicate Bill

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

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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.
- 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 Deposits may be held for a period of one year. The Company will pay interest on such deposit or advance payment pursuant to state laws. Deposits may be returned based on the following:
 - A. When an application for service has been cancelled prior to the establishment of service, the Company will apply the deposit to any charges owed in accordance with the guide and the excess portion will be returned;
 - B. Upon discontinuance of service, the Company will apply the deposit to any outstanding balances owed and the excess portion will be returned.
- 2.9.6 The establishment of credit shall be governed by rules and regulations of the state of New York.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 $1/720^{\text{th}}$ of the monthly charge for the facilities affected for each hour that the interruption continues.
- 2.11.6 This credit applies only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Service(s). This credit applies against future service only and shall not reduce the amount of any outstanding balance. All limitations of liability shall apply to the total of all credits issued.

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

"A" = Outage time in hours.

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

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.14 Refusal of Service

- 2.14.1 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 applicable Annual Usage Commitment amount remaining unpaid for the remainder of the Initial Term or Renewal Term; and
 2. the total of all monthly recurring charges through the end of the Initial Term or Renewal Term, as applicable; and
 3. any waived installation charges, the cost of any incentives and any miscellaneous charges incurred for dedicated access, including but not limited to engineering fees, expedite fees, carrier and local exchange order fees, change order charges, and miscellaneous configuration charges. In addition, the Company shall be entitled to the cost of collection of the forgoing amounts including, without limitation, court costs, reasonable attorney's fees and interest on past due amounts.

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

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 60 days in advance of disconnection or termination of service under any of the above conditions. This waiver is not applicable to, and Customer will continue to be responsible for, any previously waived installation charges. Customer notice will be as described in Section 2.15.6.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Cancellation of Service (Cont'd.)

2.15.3 Cancellation by the Customer with Cause

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

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

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

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

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

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 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 guide 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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;
 4. the Customer has received notice of cancellation from the Customer's local Service provider;

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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)

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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 Company Contact Information for Cancellation

The Customer must use the following process for all cancellation and disconnect requests:

- A. Customer disconnection requests must be initiated by accessing the WIN online portal at www.we.windstreamonline.com, or by calling 1-800-600-5050. Any other means of providing notice of disconnection is void and has no effect, even if actually received by WIN.
- B. 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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: 1) total call volume; 2) average call duration; 3) time-of-day characteristics; and 4) 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 The Company, upon written notice to the Customer.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 guide, 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 the Company 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 the Company.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 the Company 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 guide. 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 responsibilities.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 charges incurred as a result of the toll-free number have been paid.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.20 Assignments

The Company directly controls all facilities provided under this guide. 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 Guide 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 guide 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 guide. Specialized rates or charges will be made available to similarly situated customers on a nondiscriminatory basis.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - 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 New York 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: \$3.00

2.26 Returned Check Charge

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

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

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.27 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.

2.28 Designation of Company Contact

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

2.29 Discounts

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

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.30 Flexible Pricing

2.30.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one days notice to Customers and the Department of Public Service.

2.30.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Department.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Department regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within twenty (20) days of receiving notification of the price increase.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.31 Automatic Number Identification

2.31.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.31 Automatic Number Identification (Cont'd.)

2.31.1 Regulations (Cont'd.)

- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Department's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Department receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Department determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Department

2.31.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Department prosecution of penalty and enforcement proceedings pursuant to Section 24, 25 and 26 of the Public Service Law.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.32 Schools and Libraries Discount Program

2.32.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this guide at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Department of Public Service in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.32 Schools and Libraries Discount Program (Cont'd.)

2.32.2 Regulations

- A. Obligation of eligible schools and libraries
 - 1. Request for service
 - a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
 - b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
 - c. Service requested will be used for educational purposes.
 - d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.
- B. Obligations of the Company
 - 1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this guide. Those services contained in this guide which are excluded from the discount program, in accordance with the Rules are included as an attachment to this guide.
 - 2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
 - 3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this guide, where specific flexible pricing arrangements are allowed, subject to New York Department of Public Service approval.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.32 Schools and Libraries Discount Program (Cont'd.)

2.32.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this guide.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.33 Health Care Providers Support Program

2.33.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Guide. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Department of Public Service in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

2.33.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.33 Health Care Providers Support Program (Cont'd.)

2.33.2 Regulations (Cont'd.)

D. Responsibility of eligible health care providers

1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.33 Health Care Providers Support Program (Cont'd.)

2.33.2 Regulations (Cont'd.)

E. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York Department of Public Service approval.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.33 Health Care Providers Support Program (Cont'd.)

2.33.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C, which shall be available to all eligible health care providers, regardless of location:

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.34 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority

2.34.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.34 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.34.1 General, (Cont'd.)

- B. The TSP program has two components, restoration and provisioning.
 - 1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.34 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

2.34.2 TSP Request Process

A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership
National Security Posture and U.S. Population Attack Warning
Public Health, Safety, and Maintenance of Law and Order
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.34 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.34.2 TSP Request Process (Cont'd.)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.34.2.A above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.24.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.34 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.34.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.34 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.34.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.34 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.34.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

The Company provides direct dialed and travel card long distance telecommunications services originating and terminating within the State of New York. 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 guide the minimum call duration and rounding of calls for measurement and billing purposes is one minute.

INTEREXCHANGE TELECOMMUNICATIONS

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

3.2 Timing of Calls (Cont'd.)

3.2.1 Computation of Charges

For the computation of charges, the duration of each call is measured and rounded up to the applicable billing increment, then multiplied by the applicable rate and if the computed charge for any individual call results in a fraction of a cent, the fraction is then rounded up to the next whole cent on a per call basis. For example, a service may provide that each call will be charged a minimum of 18 seconds and thereafter timed in 6-second increments; therefore, under this example, a 10-second call will be rounded up to 18 seconds (\$0.3 minutes), and a 44-second call will be rounded up to 48 seconds (\$0.8 minutes). If, after multiplying the billing increment by the applicable rate, the computed charge for an individual call results in a fraction of a cent, the fraction is rounded up to the next whole cent (for example, \$1.523 would round up to \$1.53). Once the charge for each call is computed as described above, the calls are summed on the Customer's invoice.

There is no billing applied for incomplete calls.

3.2.2 Rate Periods

A. Time-of-Day Rate Periods

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 | | | | | | |

INTEREXCHANGE TELECOMMUNICATIONS

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

3.2 Timing of Calls (Cont'd.)

3.2.2 Rate Periods (Cont'd.)

B. Peak / Off-Peak Rate Periods

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

C. Holidays

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 |

INTEREXCHANGE TELECOMMUNICATIONS

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

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 =

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

INTEREXCHANGE TELECOMMUNICATIONS

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

3.4 Aspect Option D

Aspect is intended only for new Customers. However, a current Customer may convert their current service to Aspect if one of the following conditions applies:

- 3.4.1 If the Customer chooses to convert their service within the initial 90 days of their current term, if the Customer agrees to enter into a new term agreement, equal to or greater length than, their present term agreement;
- 3.4.2 If the Customer's present term is within six 6. months of expiration;
- 3.4.3 If the Customer has not entered into a term agreement; or
- 3.4.4 If the Customer is adding multiple locations and/or new products that will result in an increase in the existing account by 50% or more, and the Customer enters into a new term of equal or greater length than their present term.

Conversions will occur only at the Customer's bill cycle.

All Aspect 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 Customers who choose to enter into a term agreement for a period of 12, 24 or 36 months. Discounts available to the Customer for the term periods listed are 5%, 7%, and 10%, respectively, of their total monthly usage. The term begins when the Customer's first usage occurs, rather than on the "signed" date of the term agreement. There is no minimum usage requirement for Customers who do not enter into a term agreement.

Monthly recurring charges apply for each toll free number.

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

3.5 Inbound 800 Service Features

3.5.1 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.

INTEREXCHANGE TELECOMMUNICATIONS

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

3.6 Enhanced Toll Free Services

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

3.6.1 Enhanced Toll Free Routing Package

Enhanced Toll Free Package provides customers with the following features, as described below: Time of Day Routing, Holiday Routing, Point 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

INTEREXCHANGE TELECOMMUNICATIONS

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

3.6 Enhanced Toll Free Services (Cont'd.)

3.6.1 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 Company 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 Company 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 Company 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.

INTEREXCHANGE TELECOMMUNICATIONS

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

3.6 Enhanced Toll Free Services (Cont'd.)

3.6.1 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.

3.6.2 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.

3.6.3 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.

INTEREXCHANGE TELECOMMUNICATIONS

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

3.6 Enhanced Toll Free Services (Cont'd.)

3.6.4 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.

3.6.5 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.

3.6.6 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.

INTEREXCHANGE TELECOMMUNICATIONS

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

3.7 Directory Assistance Services

3.7.1 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.

3.7.2 Directory Assistance Call Completion

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

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

INTEREXCHANGE TELECOMMUNICATIONS

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

3.8 DeltaCom HorizonLD Service

HorizonLD is a combined outbound and inbound service designed for business customers that originates/terminates over either switched or dedicated access lines. Flat-rate, per minute pricing applies twenty-four hours per day, seven days per week and calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Product options and corresponding discounts, as set forth in Section 4.5, are available to the customer based on access method, monthly usage at the time the service agreement is signed and length of term plan chosen. Charges for directory assistance and/or operator services do not contribute to the volume usage level for determination of applicable option. Discounts are calculated on intrastate monthly usage, excluding directory assistance and operator services, after usage is rated according to base rate.

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 (CONT'D.)

3.9 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.

INTEREXCHANGE TELECOMMUNICATIONS

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

3.10 LD Rewards

LD Rewards Switched Long Distance is a direct dialed outbound long distance and toll free service designed for existing Company Business Customers who are re-termining their long distance services. Customers who commit to a minimum monthly volume level will receive rates as specified in Section 4.7. The volume level commitment is based on the Customer's total usage charges during a monthly billing period. Eligible usage includes Customer's outbound and toll free domestic calls.

Per minute intrastate and interstate rates are set forth in Section 4.7 of this guide and apply exclusively to outbound and toll free domestic traffic. International, Directory Assistance and Operator Services calls are not eligible to receive the rates as specified in Section 4.7.

A minimum one-year term agreement is required for this service. No additional discounts will be applied to the rates as specified in Section 4.7.

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

Discontinuance provisions apply as set forth in Section 2, except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers who sign a term agreement will be charged an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. This discontinuance penalty applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment. In addition, the Company will seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event Customer is unable to continue to meet the percentage usage requirements for this product and service is terminated by the Company, no discontinuance charges will be assessed. If customer chooses to transfer service to an alternate product and service is subsequently terminated, Discontinuance Charges will apply under the new product.

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

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SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES

The rates provided in Section 4 apply to Customers that are currently in a Service Term agreement with the Company. All Customers being provided Month to Month services through an expired service term with the Company will find the rates for their specific out of contract services in Section 7 - Non-Term Rates.

4.1 Aspect Option D

4.1.1 Rates (Inbound/Outbound)

Maximum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.30 | \$0.29 | \$0.28 | \$0.27 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.04 | \$0.03 | \$0.03 | \$0.03 |

4.1.2 Card Rates

Maximum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.46 | \$0.45 | \$0.44 | \$0.42 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.10 | \$0.10 | \$0.10 | \$0.10 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES (CONT'D.)

4.1 Aspect Option D (Cont'd.)

4.1.3 Monthly Recurring Charges

Maximum Rates

| | |
|------------------------------|----------|
| 800 numbers, each | \$24.00 |
| Customized pin package | \$180.00 |
| Autodialers, per access line | \$13.00 |

Minimum Rates

| | |
|------------------------------|---------|
| 800 numbers, each | \$1.00 |
| Customized pin package | \$20.00 |
| Autodialers, per access line | \$1.00 |

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SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES (CONT'D.)

4.2 Inbound 800 Service Features

4.2.1 Directory Listing

| | Maximum | Minimum |
|--------------------------|---------|---------|
| Monthly Recurring Charge | \$5.00 | \$0.00 |
| Installation Charge: | \$5.00 | \$0.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES (CONT'D.)

4.3 Enhanced Toll Free Feature Service

4.3.1 Enhanced Toll Free Routing Package

Maximum Rates

| | Monthly Recurring Charge | Installation Charge | Change Charge |
|------------------------------------|-----------------------------|------------------------|------------------|
| Enhanced Toll Free Routing Package | \$200.00 | \$100.00 | \$50.00 |
| Time of Day Routing | \$80.00 | \$100.00 | \$50.00 |
| Day of Week Routing | \$80.00 | \$100.00 | \$50.00 |
| Holiday Routing | \$80.00 | \$100.00 | \$50.00 |
| Point of Origination Routing | \$80.00 | \$100.00 | \$50.00 |
| Toll Free Blocking | \$80.00 | \$100.00 | \$50.00 |
| Percent Allocation | \$80.00 | \$100.00 | \$50.00 |

Minimum Rates

| | Monthly Recurring Charge | Installation Charge | Change Charge |
|------------------------------------|-----------------------------|------------------------|------------------|
| Enhanced Toll Free Routing Package | \$25.00 | \$25.00 | \$10.00 |
| Time of Day Routing | \$10.00 | \$25.00 | \$10.00 |
| Day of Week Routing | \$10.00 | \$25.00 | \$10.00 |
| Holiday Routing | \$10.00 | \$25.00 | \$10.00 |
| Point of Origination Routing | \$10.00 | \$25.00 | \$10.00 |
| Toll Free Blocking | \$10.00 | \$25.00 | \$10.00 |
| Percent Allocation | \$10.00 | \$25.00 | \$10.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES (CONT'D.)

4.3 Enhanced Toll Free Feature Service (Cont'd.)

4.3.2 Toll Free with Call Completion

Maximum Rates

| Monthly Recurring Charge | Installation Charge | Customized Announcement Creation | Change Charge |
|--------------------------|---------------------|----------------------------------|---------------|
| \$100.00 | \$200.00 | \$200.00 | \$50.00 |

Minimum Rates

| Monthly Recurring Charge | Installation Charge | Customized Announcement Creation | Change Charge |
|--------------------------|---------------------|----------------------------------|---------------|
| \$10.00 | \$50.00 | \$50.00 | \$10.00 |

4.3.3 Toll Free with Route Advance

Maximum Rates

| Monthly Recurring Charge | Installation Charge | Change Charge |
|--------------------------|---------------------|---------------|
| \$40.00 | \$100.00 | \$50.00 |

Minimum Rates

| Monthly Recurring Charge | Installation Charge | Change Charge |
|--------------------------|---------------------|---------------|
| \$5.00 | \$25.00 | \$10.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES (CONT'D.)

4.3 Enhanced Toll Free Feature Service (Cont'd.)

4.3.4 Toll Free with DNIS Delivery

Maximum Rates

| Installation Charge | Change Charge |
|---------------------|---------------|
| \$200.00 | \$50.00 |

Minimum Rates

| Installation Charge | Change Charge |
|---------------------|---------------|
| \$50.00 | \$10.00 |

4.3.5 Toll free with Real Time ANI Delivery

Maximum Rates

| Usage Charge | Change Charge |
|-----------------------|---------------|
| \$0.03/call delivered | \$50.00 |

Minimum Rates

| Usage Charge | Change Charge |
|------------------------|---------------|
| \$0.005/call delivered | \$10.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES (CONT'D.)

4.3 Enhanced Toll Free Feature Service (Cont'd.)

4.3.6 Toll free with Menu-Prompted Routing

Maximum Rates

| Monthly Recurring Charge | Installation Charge | Change Charge |
|--------------------------|---------------------|---------------|
| \$800.00 | \$1000.00 | \$400.00 |

Minimum Rates

| Monthly Recurring Charge | Installation Charge | Change Charge |
|--------------------------|---------------------|---------------|
| \$100.00 | \$250.00 | \$100.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES (CONT'D.)

4.4 Directory Assistance Services

4.4.1 Directory Assistance

| | <u>Minimum</u> | <u>Maximum</u> |
|-----------|----------------|----------------|
| Each Call | \$1.20 | \$30.00 |

4.4.2 Directory Assistance Call Completion

| | <u>Minimum</u> | <u>Maximum</u> |
|-----------------------------|----------------|----------------|
| A. Per Call Completion Rate | \$0.90 | \$0.20 |

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.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES (CONT'D.)

4.5 DeltaCom HorizonLD Service

4.5.1 Outbound/Inbound Rates, per minute

Maximum Rates

| Option | Monthly Usage | Base Rate (No Term) | Term Plan Discounts | | |
|-----------------------------|------------------|---------------------|---------------------|--------|--------|
| | | | 1 Year | 2 Year | 3 Year |
| Option 1 - Switched Access | <\$800 | \$0.20 | 5% | 9% | 13% |
| Option 2 - Switched Access | >\$800 | \$0.20 | 10% | 13% | 19% |
| Option 3 - Dedicated Access | <\$3,000 | \$0.20 | 0% | 2% | 5% |
| Option 4 - Dedicated Access | \$3,000-\$10,000 | \$0.20 | 15% | 20% | 25% |
| Option 5 - Dedicated Access | >\$10,000 | \$0.20 | 21% | 25% | 28% |

Minimum Rates

| Option | Monthly Usage | Base Rate (No Term) | Term Plan Discounts | | |
|-----------------------------|---------------|---------------------|---------------------|--------|--------|
| | | | 1 Year | 2 Year | 3 Year |
| Option 1 - Switched Access | <\$200 | \$0.04 | 5% | 9% | 13% |
| Option 2 - Switched Access | >\$200 | \$0.04 | 10% | 13% | 19% |
| Option 3 - Dedicated Access | <\$700 | \$0.04 | 0% | 2% | 5% |
| Option 4 - Dedicated Access | \$700-\$2,500 | \$0.04 | 15% | 20% | 25% |
| Option 5 - Dedicated Access | >\$2,500 | \$0.04 | 21% | 25% | 28% |

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| | | | |
|-------|---|---------|---------|
| 4.5 | DeltaCom HorizonLD Service (Cont'd.) | | |
| | | Maximum | Minimum |
| 4.5.2 | Card Rate, per minute: | \$0.40 | \$0.10 |
| 4.5.3 | Monthly Recurring Charge, per toll free number: | \$24.00 | \$1.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES (CONT'D.)

4.6 Associations Program

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

4.7 LD Rewards

4.7.1 Switched Rates

Maximum Rates

| | Monthly Volume* | Interstate Per Minute Rate | Intrastate Per Minute Rate |
|----------------|-----------------|----------------------------|----------------------------|
| Option A** | \$20.00 | \$0.10 | \$0.13 |
| Option B** | \$30.00 | \$0.10 | \$0.12 |
| Option C** | \$50.00 | \$0.10 | \$0.12 |
| Option D** | \$100.00 | \$0.10 | \$0.10 |
| Travel Card*** | N/A | \$0.25 | \$0.25 |

Minimum Rates

| | Monthly Volume* | Interstate Per Minute Rate | Intrastate Per Minute Rate |
|----------------|-----------------|----------------------------|----------------------------|
| Option A** | \$5.00 | \$0.020 | \$0.035 |
| Option B** | \$7.00 | \$0.025 | \$0.030 |
| Option C** | \$10.00 | \$0.020 | \$0.030 |
| Option D** | \$25.00 | \$0.020 | \$0.100 |
| Travel Card*** | N/A | \$0.060 | \$0.060 |

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

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SECTION 4 – MAXIMUM AND MINIMUM RATES AND CHARGES (CONT'D.)

4.7 LD Rewards (Cont'd.)

4.7.2 Toll Free Rates

| | Monthly Recurring Charge | |
|-------------------------------|--------------------------|----------------|
| | <u>Maximum</u> | <u>Minimum</u> |
| Toll Free Number, per number: | \$24.00 | \$1.00 |

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SECTION 5 – GRANDFATHERED SERVICES AND RATES

The rates provided in Section 5 apply to Customers that are currently in a Service Term agreement with the Company. All Customers being provided Month to Month services through an expired service term with the Company will find the rates for their specific out of contract services in Section 7 - Non-Term Rates.

5.1 Inbound 800 Service Features

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

5.1.1 800 Referral Service

This feature permits the inbound 800 subscriber to play prerecorded voice information referring callers to other numbers, explaining service conditions, or other general information that an inbound 800 subscriber may elect to provide the 800 callers. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change to the subscriber's announcement.

A. Rates

| | | |
|------------------------------|----------------|----------------|
| 1. Announcement | <u>Maximum</u> | <u>Minimum</u> |
| Monthly Recurring Charge | \$20.00 | \$5.00 |
| 2. Installation Charge | | |
| Initial installation and any | \$70.00 | \$15.00 |
| Subsequent change to the | | |
| announcement | | |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.1 Inbound 800 Service Features (Cont'd.)

5.1.2 Incoming Exclusion/Area Blocking

This feature permits the inbound 800 subscriber to block originating 800 calls from one or more specific exchanges (NXX) or area codes (NPA). Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change in blocking.

A. Rates

| | | <u>Maximum</u> | <u>Minimum</u> |
|----|---|----------------|----------------|
| 1. | Monthly Recurring Charge | \$40.00 | \$5.00 |
| 2. | Installation Charge | | |
| | Initial installation & any subsequent change in blocking | \$70.00 | \$15.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.1 Inbound 800 Service Features (Cont'd.)

5.1.3 Dialed Number Identification Service (DNIS)

This feature permits an inbound 800 subscriber with multiple 800 service numbers terminating in the same location to identify the specific 800 service number which was dialed by the calling party and to route the call to the appropriate location. DNIS is only available with dedicated inbound 800 service. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change in routing.

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|---|----------------|----------------|
| 1. Monthly Recurring Charge | \$70.00 | \$9.00 |
| 2. Installation Charge | | |
| Initial installation and any subsequent change in routing | \$70.00 | \$15.00 |

5.1.4 Time of Day Routing

This feature permits the inbound 800 subscriber to arrange for calls to a single 800 service number to be routed to different locations based on 1. pre-determined company defined time of day or 2. pre-determined Company defined time of day. The number of time of day routing schedules are subject to the Company's capacity to store routing schedules. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change in routing.

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|---|----------------|----------------|
| A. Monthly Recurring Charge | \$70.00 | \$9.00 |
| B. Installation Charge | | |
| Initial installation and any subsequent change in routing | \$70.00 | \$15.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.1 Inbound 800 Service Features (Cont'd.)

5.1.5 Day of Week Routing

This feature permits the inbound 800 subscriber to arrange for calls to a single 800 service number to be routed to different locations based on the particular day of the week. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change in routing.

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|---|----------------|----------------|
| 1. Monthly Recurring Charge | \$70.00 | \$9.00 |
| 2. Installation Charge | | |
| Initial installation and any subsequent change in routing | \$70.00 | \$15.00 |

5.1.6 Command Routing

Command Routing is only available to dedicated inbound 800 services. This service permits inbound 800 calls to be rerouted to an alternative, customer provided, predetermined ANI or dedicated circuit, in the event of access blockage. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change to an alternative route.

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|--|----------------|----------------|
| 1. Monthly Recurring Charge | \$100.00 | \$10.00 |
| 2. Installation Charge | | |
| Initial installation and any subsequent change in an alternative routing | \$70.00 | \$15.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.1 Inbound 800 Service Features (Cont'd.)

5.1.7 Real Time ANI

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. Both installation and monthly recurring charges apply. The monthly recurring charge is a flat rate; and an installation charge is applicable to the initial installation and for each subsequent change to routing.

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|---|----------------|----------------|
| 1. Monthly Recurring Charge | \$400.00 | \$40.00 |
| 2. Installation Charge | | |
| Initial installation and any subsequent change in routing | \$500.00 | \$125.00 |

5.1.8 Route Advance

This feature permits the inbound 800 subscriber to control potential congestion of 800 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 800 calls.

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|---|----------------|----------------|
| 1. Monthly Recurring Charge | \$10.00 | \$0.00 |
| 2. Installation Charge | | |
| Initial installation and any subsequent change in routing | \$5.00 | \$0.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.1 Inbound 800 Service Features (Cont'd.)

5.1.9 Percent Allocation

This feature permits a dedicated line inbound 800 subscriber to route various percentages of calls to two or more answering locations. The subscriber must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The subscriber must have at least two different locations for this routing feature to be available.

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|--|----------------|----------------|
| 1. Monthly Recurring Charge | \$10.00 | \$0.00 |
| 2. Installation Charge | | |
| Initial installation and any subsequent change in routing | \$5.00 | \$0.00 |

5.1.10 Vertical Features

Vertical Features are provided by Local Exchange Companies. DeltaCom, LLC (as the Resp. Org.) will, at the subscriber's request, subscribe to Vertical Features obtained from Local Exchange Company access tariff. When the Company serves as the Resp. Org. for a DeltaCom Inbound 800 subscriber, the subscriber shall reimburse the Company for all such charges imposed by a Local Exchange Company. In those instances where the Company serves as a Resp. Org. for a non- DeltaCom Inbound 800 subscriber, the charges as outlined in Section 5.2 shall apply.

A. Rates

The subscriber shall reimburse the Company for all such charges imposed by a Local Exchange Company.

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.2 Responsible Organization (Resp. Org.) Charges

Where the Company serves as a Resp. Org. for a non-DeltaCom Inbound 800 Service customer, the Company will pass on the tariffed Local Exchange Company charges for SMS/800 Database and relative services. In addition, the following Company charges will apply:

| | Set-Up Charge | | Monthly Recurring Charge | |
|---|----------------|----------------|--------------------------|----------------|
| | <u>Maximum</u> | <u>Minimum</u> | <u>Maximum</u> | <u>Minimum</u> |
| Set-up/installation Toll Free Number (Per Toll Free Number) | \$5.00 | \$0.00 | \$10.00 | \$1.00 |
| Modify Toll Free Record (Add/Change Toll Free number or vertical features) | \$5.00 | \$0.00 | \$10.00 | \$1.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.3 DeltaCom Business Connections 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, 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 and 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.

5.3.1 DeltaCom Business Connections Option 1 Rates

A. Switched/800

Maximum Rates

| Base Rate (No Term) | 1 Year Term (0%) | 2 Year Term (3%) | 3 Year Term (7%) |
|------------------------|---------------------|---------------------|---------------------|
| \$0.0950 | \$0.20 | \$0.20 | \$0.20 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term (0%) | 2 Year Term (3%) | 3 Year Term (7%) |
|------------------------|---------------------|---------------------|---------------------|
| \$0.0950 | \$0.04 | \$0.04 | \$0.04 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.3 DeltaCom Business Connections Switched Option 1 (Cont'd.)

5.3.1 DeltaCom Business Connections Option 1 Rates (Cont'd.)

B. Card Rates

Maximum Rates

| Base Rate (No Term) | 1 Year Term (0%) | 2 Year Term (3%) | 3 Year Term (7%) |
|------------------------|---------------------|---------------------|---------------------|
| \$0.05 | \$0.05 | \$0.04 | \$0.04 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term (0%) | 2 Year Term (3%) | 3 Year Term (7%) |
|------------------------|---------------------|---------------------|---------------------|
| \$0.01 | \$0.01 | \$0.01 | \$0.01 |

C. Monthly Recurring Charge:

| | <u>Maximum</u> | <u>Minimum</u> |
|--|----------------|----------------|
| Monthly Recurring Charge, per toll free number: | \$24.00 | \$1.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.4 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.

5.4.1 DeltaCom Business Connections Option 2

A. Switched Rates

Maximum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.20 | \$0.19 | \$0.16 | \$0.15 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.05 | \$0.04 | \$0.04 | \$0.03 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.4 DeltaCom Business Connections Option 2 (Cont'd.)

5.4.1 DeltaCom Business Connections Option 2 (Cont'd.)

B. Card Rates

Maximum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.50 | \$0.40 | \$0.36 | \$0.35 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.10 | \$0.09 | \$0.08 | \$0.08 |

C. Monthly Recurring Charge:

| | <u>Maximum</u> | <u>Minimum</u> |
|--|----------------|----------------|
| Monthly Recurring Charge, per toll free number: | \$24.00 | \$1.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.5 DeltaCom Business Connections Switched 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 and discounts available to the Customer for the term periods listed are 19%, 22% 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. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2.12, 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.

5.5.1 DeltaCom Business Connections Option 3 Rates

A. Switched/800

Maximum Rates

| Base Rate (No Term) | 1 Year Term (19%) | 2 Year Term (22%) | 3 Year Term (28%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.20 | \$0.18 | \$0.15 | \$0.15 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term (19%) | 2 Year Term (22%) | 3 Year Term (28%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.05 | \$0.04 | \$0.04 | \$0.03 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.5 DeltaCom Business Connections Switched Option 3 (Cont'd.)

5.5.1 DeltaCom Business Connections Option 3 Rates (Cont'd.)

B. Card Rates

Maximum Rates

| Base Rate (No Term) | 1 Year Term (19%) | 2 Year Term (22%) | 3 Year Term (28%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.50 | \$0.36 | \$0.35 | \$0.33 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term (19%) | 2 Year Term (22%) | 3 Year Term (28%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.11 | \$0.09 | \$0.09 | \$0.08 |

C. Monthly Recurring Charge:

| | <u>Maximum</u> | <u>Minimum</u> |
|--|----------------|----------------|
| Monthly Recurring Charge, per toll free number: | \$24.00 | \$1.00 |

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SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.6 Aspect Option B

All Aspect calls under Option B are rated based on flat rates and duration of the call. No term or volume discounts apply. Inbound and Outbound calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. This service is offered via switched access only.

5.6.1 Rates

| | Peak | |
|----------|---------|---------|
| | Maximum | Minimum |
| Outbound | \$0.200 | \$0.050 |
| Inbound | \$0.200 | \$0.050 |
| Card | \$0.360 | \$0.175 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.7 DeltaCom Enterprise LD 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.

5.7.1 DeltaCom Enterprise LD Option 2

A. Switched Rates

Maximum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.16 | \$0.15 | \$0.14 | \$0.14 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.04 | \$0.03 | \$0.03 | \$0.03 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.7 DeltaCom Enterprise LD Option 2 (Cont'd.)

5.7.1 DeltaCom Enterprise LD Option 2 (Cont'd.)

B. Card Rates

Maximum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.40 | \$0.36 | \$0.34 | \$0.32 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.10 | \$0.08 | \$0.08 | \$0.07 |

C. Monthly Recurring Charge:

| | <u>Maximum</u> | <u>Minimum</u> |
|--|----------------|----------------|
| Monthly Recurring Charge, per toll free number: | \$24.00 | \$1.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.8 Unison Select Switched Option 4

This product is designed for Customers whose monthly usage is between \$500 and \$2,499 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. Inbound/Outbound calls are timed in 6-second increments after the initial 18 seconds of the call. Unison Select Option 4 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 16%, 20% or 24%, 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 Discontinuance Charge includes the Annual Usage Commitment Level, usage charges up to the effective date of cancellation, installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

5.8.1 Unison Select Switched Option 4 Rates

A. Switched/800

Maximum Rates

| Base Rate (No Term) | 1 Year Term (16%) | 2 Year Term (20%) | 3 Year Term (24%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.22 | \$0.20 | \$0.18 | \$0.17 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term (16%) | 2 Year Term (20%) | 3 Year Term (24%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.05 | \$0.05 | \$0.04 | \$0.04 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.8 Unison Select Switched Option 4 (Cont'd.)

5.8.1 Unison Select Switched Option 4 Rates (Cont'd.)

B. Card Rates

Maximum Rates

| Base Rate (No Term) | 1 Year Term (16%) | 2 Year Term (20%) | 3 Year Term (24%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.60 | \$0.50 | \$0.48 | \$0.46 |

Minimum Rates

| Base Rate (No Term) | 1 Year Term (16%) | 2 Year Term (20%) | 3 Year Term (24%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.15 | \$0.12 | \$0.12 | \$0.11 |

| | | | |
|----|--|----------------|----------------|
| C. | Monthly Recurring Charge, per toll free number: | <u>Maximum</u> | <u>Minimum</u> |
| | | \$24.00 | \$1.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.9 Unison Plus

Unison Plus is available to new Customers who bill at least \$50\$0.00 at the time of signing a service term agreement. Calls are billed in 6-second increments after the initial 18 seconds of each call. The Customer may choose to enter into a 12, 24, or 36 month term agreement and discounts available to the Customer for the term periods listed are 10%, 14%, and 18%, respectively, of their total monthly usage.

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 Disconnect Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term.

Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

5.9.1 DeltaCom Unison Plus Rates

A. Switched/800

Maximum Rates

| Base Rate (No Term) | 1 Yr Term (10%) | 2 Yr Term (14%) | 3 Yr Term (18%) |
|------------------------|--------------------|--------------------|--------------------|
| \$0.22 | \$0.20 | \$0.19 | \$0.18 |

Minimum Rates

| Base Rate (No Term) | 1 Yr Term (10%) | 2 Yr Term (14%) | 3 Yr Term (18%) |
|------------------------|--------------------|--------------------|--------------------|
| \$0.05 | \$0.05 | \$0.05 | \$0.05 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 5 – GRANDFATHERED SERVICES AND RATES (CONT'D.)

5.9 Unison Plus (Cont'd.)

5.9.1 DeltaCom Unison Plus Rates (Cont'd.)

B. Card

Maximum Rates

| Base Rate (No Term) | 1 Yr Term (10%) | 2 Yr Term (14%) | 3 Yr Term (18%) |
|------------------------|--------------------|--------------------|--------------------|
| \$0.60 | \$0.52 | \$0.50 | \$0.48 |

Minimum Rates

| Base Rate (No Term) | 1 Yr Term (10%) | 2 Yr Term (14%) | 3 Yr Term (18%) |
|------------------------|--------------------|--------------------|--------------------|
| \$0.15 | \$0.13 | \$0.12 | \$0.11 |

| | <u>Maximum</u> | <u>Minimum</u> |
|---|----------------|----------------|
| C. Monthly Recurring Charge, per toll free number: | \$24.00 | \$1.00 |

D. Dedicated

Maximum Rates

| Base Rate (No Term) | 1 Yr Term (10%) | 2 Yr Term (14%) | 3 Yr Term (18%) |
|------------------------|--------------------|--------------------|--------------------|
| \$0.16 | \$0.15 | \$0.14 | \$0.14 |

Minimum Rates

| Base Rate (No Term) | 1 Yr Term (10%) | 2 Yr Term (14%) | 3 Yr Term (18%) |
|------------------------|--------------------|--------------------|--------------------|
| \$0.04 | \$0.03 | \$0.03 | \$0.03 |

| | <u>Maximum</u> | <u>Minimum</u> |
|--|----------------|----------------|
| Monthly Recurring Charge, \ per toll free number: | \$24.00 | \$1.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 6 – MISCELLANEOUS CHARGES

6.1 Service Order Charge

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

| | Non Recurring Charge | |
|-----------------------|----------------------|----------------|
| | <u>Maximum</u> | <u>Minimum</u> |
| Service Order Charge: | \$20.00 | \$5.00 |

6.2 Special Bill Handling Fee

A maximum of \$50 and minimum of \$10 special bill handling fee, plus the cost of labor and materials in excess thereof, will apply to customers who request special bill handling outside of the included monthly remittance available today.

6.3 Minimum Monthly Usage Charge

This charge applies to Customers who only subscribe to the Company's long distance service and whose long distance usage falls below 400 minutes per month. This charge is in addition to the per minute charge billed by the Company for any minutes used below the minimum 400 minutes per month.

| | <u>Maximum</u> | <u>Minimum</u> |
|-------------------------------|----------------|----------------|
| Minimum Monthly Usage Charge: | \$10.00 | \$2.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES

The rates provided in this section only apply to Customers that are being provided Month to Month services through an expired Service Term agreement with the Company. Customers still under a current Service Term agreement with the Company will find the rates for their services in Section 4- Rates and Charges and Section 5-Grandfathered Services.

7.1 Aspect Option D

7.1.1 Rates (Inbound/Outbound)

Maximum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.30 |

Minimum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.04 |

7.1.2 Monthly Recurring Charges

Maximum Rates

| | |
|------------------------------|----------|
| 800 numbers, each | \$36.00 |
| Customized pin package | \$276.00 |
| Autodialers, per access line | \$13.90 |

Minimum Rates

| | |
|------------------------------|---------|
| 800 numbers, each | \$3.48 |
| Customized pin package | \$46.31 |
| Autodialers, per access line | \$3.48 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.2 Enhanced Toll Free Feature Service

7.2.1 Enhanced Toll Free Routing Package

Maximum Rates

| | Monthly Recurring Charge |
|------------------------------------|-----------------------------|
| Enhanced Toll Free Routing Package | \$210.00 |
| Time of Day Routing | \$84.00 |
| Day of Week Routing | \$84.00 |
| Holiday Routing | \$84.00 |
| Point of Origination Routing | \$84.00 |
| Toll Free Blocking | \$84.00 |
| Percent Allocation | \$84.00 |

Minimum Rates

| | Monthly Recurring Charge |
|------------------------------------|-----------------------------|
| Enhanced Toll Free Routing Package | \$52.50 |
| Time of Day Routing | \$21.00 |
| Day of Week Routing | \$21.00 |
| Holiday Routing | \$21.00 |
| Point of Origination Routing | \$21.00 |
| Toll Free Blocking | \$21.00 |
| Percent Allocation | \$21.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.2 Enhanced Toll Free Feature Service (Cont'd.)

7.2.2 Toll Free with Call Completion

Maximum Rates

| |
|--------------------------|
| Monthly Recurring Charge |
| \$105.00 |

Minimum Rates

| |
|--------------------------|
| Monthly Recurring Charge |
| \$26.25 |

7.2.3 Toll Free with Route Advance

Maximum Rates

| |
|--------------------------|
| Monthly Recurring Charge |
| \$42.00 |

Minimum Rates

| |
|--------------------------|
| Monthly Recurring Charge |
| \$10.50 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.2 Enhanced Toll Free Feature Service (Cont'd.)

7.2.4 Toll free with Menu-Prompted Routing

Maximum Rates

| |
|--------------------------|
| Monthly Recurring Charge |
| \$840.00 |

Minimum Rates

| |
|--------------------------|
| Monthly Recurring Charge |
| \$210.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.3 DeltaCom HorizonLD Service

7.3.1 Outbound/Inbound Rates, per minute

Maximum Rates

| Option | Monthly Usage | Base Rate (No Term) |
|-----------------------------|------------------|---------------------|
| Option 1 - Switched Access | <\$800 | \$0.20 |
| Option 2 - Switched Access | >\$800 | \$0.20 |
| Option 3 - Dedicated Access | <\$3,000 | \$0.20 |
| Option 4 - Dedicated Access | \$3,000-\$10,000 | \$0.20 |
| Option 5 - Dedicated Access | >\$10,000 | \$0.20 |

Minimum Rates

| Option | Monthly Usage | Base Rate (No Term) |
|-----------------------------|---------------|---------------------|
| Option 1 - Switched Access | <\$200 | \$0.04 |
| Option 2 - Switched Access | >\$200 | \$0.04 |
| Option 3 - Dedicated Access | <\$700 | \$0.04 |
| Option 4 - Dedicated Access | \$700-\$2,500 | \$0.04 |
| Option 5 - Dedicated Access | >\$2,500 | \$0.04 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.3 DeltaCom HorizonLD Service (Cont'd.)

| | | |
|---|---------|---------|
| | Maximum | Minimum |
| 7.3.2 Monthly Recurring Charge, per toll free number: | \$30.00 | \$3.48 |

7.4 LD Rewards

7.4.1 Switched Rates

Maximum Rates

| | Monthly Volume* | Interstate Per Minute Rate | Intrastate Per Minute Rate |
|----------------|-----------------|----------------------------|----------------------------|
| Option A** | \$ | \$0.10 | \$0.13 |
| Option B** | \$ | \$0.10 | \$0.12 |
| Option C** | \$ | \$0.10 | \$0.12 |
| Option D** | \$ | \$0.10 | \$0.10 |
| Travel Card*** | N/A | \$0.25 | \$0.25 |

Minimum Rates

| | Monthly Volume* | Interstate Per Minute Rate | Intrastate Per Minute Rate |
|----------------|-----------------|----------------------------|----------------------------|
| Option A** | \$ | \$0.020 | \$0.035 |
| Option B** | \$ | \$0.025 | \$0.030 |
| Option C** | \$ | \$0.020 | \$0.030 |
| Option D** | \$ | \$0.020 | \$0.100 |
| Travel Card*** | N/A | \$0.060 | \$0.060 |

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

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.4 LD Rewards (Cont'd.)

7.4.2 Toll Free Rates

Monthly Recurring Charge

| | <u>Maximum</u> | <u>Minimum</u> |
|-------------------------------|----------------|----------------|
| Toll Free Number, per number: | \$30.00 | \$3.48 |

7.5 Inbound 800 Service Features

7.5.1 Rates

| 1. Announcement Monthly Recurring Charge | <u>Maximum</u> | <u>Minimum</u> |
|---|----------------|----------------|
| | \$42.00 | \$10.50 |

7.5.2 Incoming Exclusion/Area Blocking

A. Rates

| 1. Monthly Recurring Charge | <u>Maximum</u> | <u>Minimum</u> |
|-----------------------------|----------------|----------------|
| | \$42.00 | \$10.50 |

7.5.3 Dialed Number Identification Service (DNIS)

A. Rates

| 1. Monthly Recurring Charge | <u>Maximum</u> | <u>Minimum</u> |
|-----------------------------|----------------|----------------|
| | \$75.60 | \$18.90 |

7.5.4 Time of Day Routing

A. Rates

| 1. Monthly Recurring Charge | <u>Maximum</u> | <u>Minimum</u> |
|-----------------------------|----------------|----------------|
| | \$75.60 | \$18.90 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.5 Inbound 800 Service Features (Cont'd.)

7.5.5 Day of Week Routing

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|-----------------------------|----------------|----------------|
| 1. Monthly Recurring Charge | \$75.60 | \$18.90 |

7.5.6 Command Routing

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|-----------------------------|----------------|----------------|
| 1. Monthly Recurring Charge | \$105.00 | \$26.25 |

7.5.7 Real Time ANI

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|-----------------------------|----------------|----------------|
| 1. Monthly Recurring Charge | \$399.00 | \$99.75 |

7.5.8 Route Advance

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|-----------------------------|----------------|----------------|
| 1. Monthly Recurring Charge | \$10.00 | \$0.00 |

7.5.9 Percent Allocation

A. Rates

| | <u>Maximum</u> | <u>Minimum</u> |
|-----------------------------|----------------|----------------|
| 1. Monthly Recurring Charge | \$10.00 | \$0.00 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.6 DeltaCom Business Connections Switched Option 1

7.6.1 DeltaCom Business Connections Option 1 Rates

A. Switched/800

Maximum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.0950 |

Minimum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.0950 |

B. Monthly Recurring Charge:

Monthly Recurring Charge,
per toll free number:

| <u>Maximum</u> | <u>Minimum</u> |
|----------------|----------------|
| \$30.00 | \$3.48 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.7 DeltaCom Business Connections Option 2

7.7.1 DeltaCom Business Connections Option 2

A. Switched Rates

Maximum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.20 |

Minimum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.05 |

B. Monthly Recurring Charge:

Monthly Recurring Charge,
per toll free number:

Maximum Minimum

\$30.00 \$3.48

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.8 DeltaCom Business Connections Switched Option 3

7.8.1 DeltaCom Business Connections Option 3 Rates

A. Switched/800

Maximum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.20 |

Minimum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.05 |

B. Monthly Recurring Charge:

Monthly Recurring Charge,
per toll free number:

Maximum Minimum

\$30.00 \$3.48

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.9 DeltaCom Enterprise LD Option 2

7.9.1 DeltaCom Enterprise LD Option 2

A. Switched Rates

Maximum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.16 |

Minimum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.04 |

B. Monthly Recurring Charge:

Monthly Recurring Charge,
per toll free number:

Maximum Minimum

\$30.00 \$3.48

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.10 Unison Select Switched Option 4

7.10.1 Unison Select Switched Option 4 Rates

A. Switched/800

Maximum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.22 |

Minimum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.05 |

| | | |
|--|----------------|----------------|
| | <u>Maximum</u> | <u>Minimum</u> |
| Monthly Recurring Charge, per toll free number: | \$30.00 | \$3.48 |

INTEREXCHANGE TELECOMMUNICATIONS

SECTION 7 - NON-TERM RATES (CONT'D.)

7.11 Unison Plus

7.11.1 DeltaCom Unison Plus Rates

A. Switched/800

Maximum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.22 |

Minimum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.05 |

| | | |
|--|----------------|----------------|
| | <u>Maximum</u> | <u>Minimum</u> |
| Monthly Recurring Charge, per toll free number: | \$30.00 | \$3.48 |

B. Dedicated

Maximum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.16 |

Minimum Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.04 |

| | | |
|--|----------------|----------------|
| | <u>Maximum</u> | <u>Minimum</u> |
| Monthly Recurring Charge, per toll free number: | \$30.00 | \$3.48 |

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST

Gross Revenue, Gross Income, and Gross Earnings Surcharges

In addition to all recurring, non-recurring, minimum usage, or special charges, Customers shall pay each of the following surcharges designed to recover gross revenue, gross income, and gross earning taxes imposed on the Company:

- A. State Gross Revenue Tax Surcharge rates, imposed on all charges for recurring, non-recurring, minimum, usage, or special charges for intrastate service as follows:

| <u>Period</u> | <u>Surcharge</u> |
|------------------------|------------------|
| 10/1/1998 - 12/31/1999 | 4.1149%* |
| 1/1/2000 - 6/30/2000 | 3.3198% |
| 7/1/2000 and beyond | 2.9405% |

- B. New York City surcharge, equal to 2.23%*, imposed on all charges for services consumed within the City of New York.

- C. The MTA surcharge, equal to 0.73%* for the period October 1, 1998 and beyond, is imposed on all charges for services consumed within the Metropolitan Commuter Transportation District.

The surcharges noted above shall be added to all charges for services (except for late payment charges and returned check charges), and together with all such charges, shall be subject to all sales, use, and excise taxes payable by subscriber.

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

RATES AND CHARGES

4.1 Aspect Option D

4.1.1 Rates (Inbound/Outbound)

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.1450 | \$0.1380 | \$0.1350 | \$0.1310 |

4.1.2 Card Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.2280 | \$0.2160 | \$0.2120 | \$0.2050 |

4.1.3 Monthly Recurring Charges

| | |
|------------------------------|----------|
| 800 numbers, each | \$17.46 |
| Customized pin package | \$124.66 |
| Autodialers, per access line | \$9.35 |

DeltaCom, LLC
4005 N. Rodney Parham Road
Little Rock, AR 72212
Effective Date: November 4, 2024

New York Interexchange Customer Service Guide
Leaf: 124
Revision: 0
Superseding Revision:

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

RATES AND CHARGES (CONT'D.)

4.2 Inbound 800 Service Features

4.2.1 Directory Listing

| | |
|--------------------------|--------|
| Monthly Recurring Charge | \$0.00 |
| Installation Charge: | \$0.00 |

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

RATES AND CHARGES (CONT'D.)

4.3 Enhanced Toll Free Feature Service

4.3.1 Enhanced Toll Free Routing Package

| | Monthly Recurring Charge | Installation Charge | Change Charge |
|------------------------------------|-----------------------------|------------------------|------------------|
| Enhanced Toll Free Routing Package | \$148.42 | \$50.00 | \$25.00 |
| Time of Day Routing | \$59.35 | \$50.00 | \$25.00 |
| Day of Week Routing | \$59.35 | \$50.00 | \$25.00 |
| Holiday Routing | \$59.35 | \$50.00 | \$25.00 |
| Point of Origination Routing | \$59.35 | \$50.00 | \$25.00 |
| Toll Free Blocking | \$59.35 | \$50.00 | \$25.00 |
| Percent Allocation | \$59.35 | \$50.00 | \$25.00 |

4.3.2 Toll Free with Call Completion

| Monthly Recurring Charge | Installation Charge | Customized Announcement Creation | Change Charge |
|-----------------------------|------------------------|-------------------------------------|------------------|
| \$74.21 | \$100.00 | \$100.00 | \$25.00 |

4.3.3 Toll Free with Route Advance

| Monthly Recurring Charge | Installation Charge | Change Charge |
|--------------------------|---------------------|---------------|
| \$29.70 | \$50.00 | \$25.00 |

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

RATES AND CHARGES (CONT'D.)

4.3 Enhanced Toll Free Feature Service (Cont'd.)

4.3.4 Toll Free with DNIS Delivery

| Installation Charge | Change Charge |
|---------------------|---------------|
| \$100.00 | \$25.00 |

4.3.5 Toll free with Real Time ANI Delivery

| Usage Charge | Change Charge |
|-----------------------|---------------|
| \$0.01/call delivered | 25.00 |

4.3.6 Toll free with Menu-Prompted Routing

| Monthly Recurring Charge | Installation Charge | Change Charge |
|--------------------------|---------------------|---------------|
| \$593.66 | \$500.00 | \$200.00 |

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

RATES AND CHARGES (CONT'D.)

4.4 Directory Assistance Services

4.4.1 Directory Assistance

Each Call \$1.99

4.4.2 Directory Assistance Call Completion

A. Per Call Completion Rate \$0.50

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.

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

RATES AND CHARGES (CONT'D.)

4.5 DeltaCom HorizonLD Service

4.5.1 Outbound/Inbound Rates, per minute

| Option | Monthly Usage | Base Rate (No Term) | Term Plan Discounts | | |
|-----------------------------|-----------------|---------------------|---------------------|--------|--------|
| | | | 1 Year | 2 Year | 3 Year |
| Option 1 - Switched Access | <\$400 | \$0.0800 | 5% | 9% | 13% |
| Option 2 - Switched Access | >\$400 | \$0.0800 | 10% | 13% | 19% |
| Option 3 - Dedicated Access | <\$1,500 | \$0.0978 | 0% | 2% | 5% |
| Option 4 - Dedicated Access | \$1,500-\$4,999 | \$0.0978 | 15% | 20% | 25% |
| Option 5 - Dedicated Access | >\$5,000 | \$0.0978 | 21% | 25% | 28% |

4.5.2 Card Rate: \$0.19 per minute

4.5.3 Monthly Recurring Charge: \$17.46 per toll free number

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

RATES AND CHARGES (CONT'D.)

4.6 Associations Program

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

4.7 LD Rewards

4.7.1 Switched Rates

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

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

4.7.2 Toll Free Number, per number: Monthly Recurring Charge
\$17.46

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES

5.1 Inbound 800 Service Features

5.1.1 800 Referral Service

Announcement

Monthly Recurring Charge \$29.70

Installation Charge

Initial installation and any
Subsequent change to the announcement \$35.00

5.1.2 Incoming Exclusion/Area Blocking

Monthly Recurring Charge \$29.70

Installation Charge

Initial installation & any subsequent change in blocking \$35.00

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.1 Inbound 800 Service Features (Cont'd.)

5.1.3 Dialed Number Identification Service (DNIS)

Monthly Recurring Charge \$53.44

Installation Charge
Initial installation and any subsequent
change in routing \$35.00

5.1.4 Time of Day Routing

Monthly Recurring Charge \$53.44

Installation Charge
Initial installation and any subsequent
change in routing \$35.00

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.1 Inbound 800 Service Features (Cont'd.)

5.1.5 Day of Week Routing

Monthly Recurring Charge \$53.44

Installation Charge

Initial installation and any subsequent
change in routing \$35.00

5.1.6 Command Routing

Monthly Recurring Charge \$74.21

Installation Charge

Initial installation and any subsequent
change in an alternative routing \$35.00

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.1 Inbound 800 Service Features (Cont'd.)

5.1.7 Real Time ANI

| | |
|--------------------------|----------|
| Monthly Recurring Charge | \$281.98 |
|--------------------------|----------|

| | |
|--|----------|
| Installation Charge | |
| Initial installation and any subsequent change in routing | \$250.00 |

5.1.8 Route Advance

| | |
|--------------------------|--------|
| Monthly Recurring Charge | \$0.00 |
|--------------------------|--------|

| | |
|--|--------|
| Installation Charge | |
| Initial installation and any subsequent change in routing | \$0.00 |

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.1 Inbound 800 Service Features (Cont'd.)

5.1.9 Percent Allocation

| | |
|--------------------------|--------|
| Monthly Recurring Charge | \$0.00 |
|--------------------------|--------|

| | |
|--|--------|
| Installation Charge | |
| Initial installation and any subsequent change in routing | \$0.00 |

5.1.10 Vertical Features

The subscriber shall reimburse the Company for all such charges imposed by a Local Exchange Company.

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PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.2 Responsible Organization (Resp. Org.) Charges

| | <u>Set-Up Charge</u> | <u>Monthly Recurring Charge</u> |
|---|--------------------------|-------------------------------------|
| Set-up/installation Toll Free Number (Per Toll Free Number) | \$0.00 | \$9.35 |
| Modify Toll Free Record (Add/Change Toll Free number or vertical features) | \$0.00 | \$9.35 |

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.3 DeltaCom Business Connections Switched Option 1

5.3.1 DeltaCom Business Connections Option 1 Rates

A. Switched/800

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

B. Card Rates

| Base Rate (No Term) | 1 Year Term (0%) | 2 Year Term (3%) | 3 Year Term (7%) |
|------------------------|---------------------|---------------------|---------------------|
| \$0.2200 | \$0.2200 | \$0.2134 | \$0.2046 |

C. Monthly Recurring Charge: \$17.46 per toll free number

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.4 DeltaCom Business Connections Option 2

5.4.1 DeltaCom Business Connections Option 2

A. Switched Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.0950 | \$0.0827 | \$0.0789 | \$0.0751 |

B. Card Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.2200 | \$0.1848 | \$0.1760 | \$0.1672 |

C. Monthly Recurring Charge: \$17.46 per toll free number

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.5 DeltaCom Business Connections Switched Option 3

5.5.1 DeltaCom Business Connections Option 3 Rates

A. Switched/800

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

B. Card Rates

| Base Rate (No Term) | 1 Year Term (19%) | 2 Year Term (22%) | 3 Year Term (28%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.2200 | \$0.1782 | \$0.1716 | \$0.1584 |

C. Monthly Recurring Charge: \$17.46 per toll free number

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PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.6 Aspect Option B

| | Peak |
|----------|---------|
| Outbound | \$0.100 |
| Inbound | \$0.100 |
| Card | \$0.175 |

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.7 DeltaCom Enterprise LD Option 2

5.7.1 DeltaCom Enterprise LD Option 2

A. Switched Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.0800 | \$0.0720 | \$0.0696 | \$0.0648 |

B. Card Rates

| Base Rate (No Term) | 1 Year Term | 2 Year Term | 3 Year Term |
|------------------------|-------------|-------------|-------------|
| \$0.1900 | \$0.1710 | \$0.1653 | \$0.1539 |

C. Monthly Recurring Charge: \$17.46 per toll free number

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.8 Unison Select Switched Option 4

5.8.1 Unison Select Switched Option 4 Rates

A. Switched/800

| Base Rate (No Term) | 1 Year Term (16%) | 2 Year Term (20%) | 3 Year Term (24%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.110 | \$0.0924 | \$0.0880 | \$0.0836 |

B. Card Rates

| Base Rate (No Term) | 1 Year Term (16%) | 2 Year Term (20%) | 3 Year Term (24%) |
|------------------------|----------------------|----------------------|----------------------|
| \$0.2900 | \$0.2436 | \$0.2320 | \$0.2204 |

C. Monthly Recurring Charge: \$17.46 per toll free number

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

GRANDFATHERED SERVICES (CONT'D.)

5.9 Unison Plus

5.9.1 DeltaCom Unison Plus Rates

A. Switched/800

| Base Rate (No Term) | 1 Yr Term (10%) | 2 Yr Term (14%) | 3 Yr Term (18%) |
|------------------------|--------------------|--------------------|--------------------|
| \$0.110 | \$0.099 | \$0.095 | \$0.090 |

B. Card

| Base Rate (No Term) | 1 Yr Term (10%) | 2 Yr Term (14%) | 3 Yr Term (18%) |
|------------------------|--------------------|--------------------|--------------------|
| \$0.290 | \$0.261 | \$0.249 | \$0.238 |

C. Monthly Recurring Charge: \$17.46 per toll free number

D. Dedicated

| Base Rate (No Term) | 1 Yr Term (10%) | 2 Yr Term (14%) | 3 Yr Term (18%) |
|------------------------|--------------------|--------------------|--------------------|
| \$0.0805 | \$0.0725 | \$0.0692 | \$0.0660 |

Monthly Recurring Charge: \$17.46 per toll free number

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

MISCELLANEOUS CHARGES

6.1 Service Order Charge

| | Non Recurring Charge |
|----------------------|----------------------|
| Service Order Charge | \$10.00 |

6.2 Special Bill Handling Fee

A \$25 special bill handling fee, plus the cost of labor and materials in excess thereof, will apply to customers who request special bill handling outside of the included monthly remittance available today.

6.3 Minimum Monthly Usage Charge

Minimum Monthly Usage Charge \$8.81

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

NON-TERM RATES

7.1 Aspect Option D

7.1.1 Rates (Inbound/Outbound)

| |
|------------------------|
| Base Rate (No Term) |
| \$0.1450 |

7.1.2 Monthly Recurring Charges

| | |
|------------------------------|----------|
| 800 numbers, each | \$26.20 |
| Customized pin package | \$191.17 |
| Autodialers, per access line | \$14.35 |

7.2 Enhanced Toll Free Feature Service

7.2.1 Enhanced Toll Free Routing Package

| | Monthly Recurring Charge |
|------------------------------------|-----------------------------|
| Enhanced Toll Free Routing Package | \$216.76 |
| Time of Day Routing | \$86.72 |
| Day of Week Routing | \$86.72 |
| Holiday Routing | \$86.72 |
| Point of Origination Routing | \$86.72 |
| Toll Free Blocking | \$86.72 |
| Percent Allocation | \$86.72 |

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

NON-TERM RATES (CONT'D.)

7.2 Enhanced Toll Free Feature Service (Cont'd.)

7.2.2 Toll Free with Call Completion

| |
|--------------------------|
| Monthly Recurring Charge |
| \$108.37 |

7.2.3 Toll Free with Route Advance

| |
|--------------------------|
| Monthly Recurring Charge |
| \$43.34 |

7.2.4 Toll free with Menu-Prompted Routing

| |
|--------------------------|
| Monthly Recurring Charge |
| \$867.01 |

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

NON-TERM RATES (CONT'D.)

7.3 DeltaCom HorizonLD Service

7.3.1 Outbound/Inbound Rates, per minute

| Option | Monthly Usage | Base Rate (No Term) |
|-----------------------------|-----------------|---------------------|
| Option 1 - Switched Access | <\$400 | \$0.0800 |
| Option 2 - Switched Access | >\$400 | \$0.0800 |
| Option 3 - Dedicated Access | <\$1,500 | \$0.0978 |
| Option 4 - Dedicated Access | \$1,500-\$4,999 | \$0.0978 |
| Option 5 - Dedicated Access | >\$5,000 | \$0.0978 |

7.3.2 Monthly Recurring Charge, per toll free number: \$26.20

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

NON-TERM RATES (CONT'D.)

7.4 LD Rewards

7.4.1 Switched Rates

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

* Volume does not include any surcharges, taxes or other similar fees.

** Rates apply to outbound and toll free domestic calls.

*** A surcharge will not apply.

7.4.2 Toll Free Rates Monthly Recurring Charge

Toll Free Number, per number: \$26.20

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

NON-TERM RATES (CONT'D.)

7.5 Inbound 800 Service Features

7.5.1 Rates

A. Rates

1. Announcement
Monthly Recurring Charge \$43.34

7.5.2 Incoming Exclusion/Area Blocking

A. Rates

1. Monthly Recurring Charge \$43.34

7.5.3 Dialed Number Identification Service (DNIS)

A. Rates

1. Monthly Recurring Charge \$78.04

7.5.4 Time of Day Routing

A. Rates

1. Monthly Recurring Charge \$78.04

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

NON-TERM RATES (CONT'D.)

7.5 Inbound 800 Service Features (Cont'd.)

7.5.5 Day of Week Routing

A. Rates

1. Monthly Recurring Charge \$78.04

7.5.6 Command Routing

A. Rates

1. Monthly Recurring Charge \$108.37

7.5.7 Real Time ANI

A. Rates

1. Monthly Recurring Charge \$411.83

7.5.8 Route Advance

A. Rates

1. Monthly Recurring Charge \$0.00

7.5.9 Percent Allocation

A. Rates

1. Monthly Recurring Charge \$0.00

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

NON-TERM RATES (CONT'D.)

7.6 DeltaCom Business Connections Switched Option 1

7.6.1 DeltaCom Business Connections Option 1 Rates

A. Switched/800

| |
|------------------------|
| Base Rate (No Term) |
| \$0.0950 |

B. Monthly Recurring Charge:

per toll free number: \$26.20

7.7 DeltaCom Business Connections Option 2

7.7.1 DeltaCom Business Connections Option 2

A. Switched Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.0950 |

B. Monthly Recurring Charge:

per toll free number: \$26.20

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

NON-TERM RATES (CONT'D.)

7.8 DeltaCom Business Connections Switched Option 3

7.8.1 DeltaCom Business Connections Option 3 Rates

A. Switched/800

| |
|------------------------|
| Base Rate (No Term) |
| \$0.0950 |

B. Monthly Recurring Charge:

per toll free number: \$26.20

7.9 DeltaCom Enterprise LD Option 2

7.9.1 DeltaCom Enterprise LD Option 2

A. Switched Rates

| |
|------------------------|
| Base Rate (No Term) |
| \$0.0800 |

B. Monthly Recurring Charge:

per toll free number: \$26.20

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

NON-TERM RATES (CONT'D.)

7.10 Unison Select Switched Option 4

7.10.1 Unison Select Switched Option 4 Rates

A. Switched/800

| |
|------------------------|
| Base Rate (No Term) |
| \$0.110 |

B. Monthly Recurring Charge:

per toll free number: \$26.20

INTEREXCHANGE TELECOMMUNICATIONS

PRICE LIST (CONT'D.)

NON-TERM RATES (CONT'D.)

7.11 Unison Plus

7.11.1 DeltaCom Unison Plus Rates

A. Switched/800

| |
|------------------------|
| Base Rate (No Term) |
| \$0.110 |

Monthly Recurring Charge,
per toll free number: \$26.20

B. Dedicated

| |
|------------------------|
| Base Rate (No Term) |
| \$0.0805 |

Monthly Recurring Charge,
per toll free number: \$26.20

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INTEREXCHANGE TELECOMMUNICATIONS

PROMOTIONS

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 120 in any 12-month period.

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.