

**BUSINESS TELECOM, INC.**

**REGULATIONS AND SCHEDULE OF CHARGES**

**Applicable to the Providing of**

**FACILITIES-BASED  
INTEREXCHANGE TOLL SERVICES**

**In  
The Commonwealth of Pennsylvania**

**(I)**  
|  
**(I)**

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Issued: October 20, 2008

Effective: November 19, 2008

Issued By:

Senior Manager, Regulatory Affairs  
7037 Old Madison Pike, Suite 400  
Huntsville, Alabama 35806

**LIST OF MODIFICATIONS**

Supplement No. 12 Modifications

|                                 |  |
|---------------------------------|--|
| 12 <sup>th</sup> Revised Page 2 | Updates the Check Sheet                            |
|                                 |  |
| 1 <sup>st</sup> Revised Page 21 | Add language to clarify the computation of charges |
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Issued: October 20, 2008

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**CHANGE SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| <b>PAGE</b> | <b>REVISION</b>       |   | <b>PAGE</b> | <b>REVISION</b>      |   | <b>PAGE</b> | <b>REVISION</b>      |
|-------------|-----------------------|---|-------------|----------------------|---|-------------|----------------------|
| Title       |                       | * | 20.7        | Original             |   | 40          | 1 <sup>st</sup> Rev. |
| 2           | 12 <sup>th</sup> Rev. | * | 20.8        | Original             |   | 41          | 1 <sup>st</sup> Rev. |
| 2.1         | 2 <sup>nd</sup> Rev.  |   | 20.9        | Original             |   | 42          | Original             |
| 3           | 1 <sup>st</sup> Rev.  |   | 20.10       | Original             |   | 43          | 1 <sup>st</sup> Rev. |
| 4           | 3 <sup>rd</sup> Rev.  |   | 20.11       | Original             |   | 44          | 1 <sup>st</sup> Rev. |
| 4.1         | 1 <sup>st</sup> Rev.  |   | 20.12       | Original             |   | 45          | 2 <sup>nd</sup> Rev. |
| 5           | Original              |   | 20.13       | Original             |   | 46          | 2 <sup>nd</sup> Rev. |
| 6           | Original              |   | 20.14       | 1 <sup>st</sup> Rev. |   | 47          | 2 <sup>nd</sup> Rev. |
| 7           | Original              |   | 20.15       | Original             |   | 48          | 1 <sup>st</sup> Rev. |
| 8           | Original              |   | 20.16       | Original             |   | 49          | 1 <sup>st</sup> Rev. |
| 9           | Original              |   | 21          | 1 <sup>st</sup> Rev. | * | 50          | Original             |
| 10          | 1 <sup>st</sup> Rev.  |   | 22          | Original             |   | 51          | 1 <sup>st</sup> Rev. |
| 11          | 1 <sup>st</sup> Rev.  |   | 23          | Original             |   | 52          | 1 <sup>st</sup> Rev. |
| 12          | 1 <sup>st</sup> Rev.  |   | 24          | Original             |   | 53          | Original             |
| 13          | 1 <sup>st</sup> Rev.  |   | 25          | Original             |   | 54          | Original             |
| 14          | 2 <sup>nd</sup> Rev.  |   | 26          | 1 <sup>st</sup> Rev. |   | 55          | 1 <sup>st</sup> Rev. |
| 14.1        | 1 <sup>st</sup> Rev.  |   | 27          | 2 <sup>nd</sup> Rev. |   | 56          | Original             |
| 14.2        | 1 <sup>st</sup> Rev.  |   | 28          | 3 <sup>rd</sup> Rev. |   | 57          | Original             |
| 15          | 1 <sup>st</sup> Rev.  |   | 29          | 1 <sup>st</sup> Rev. |   | 57.1        | Original             |
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| 19          | 1 <sup>st</sup> Rev.  |   | 33          | 1 <sup>st</sup> Rev. |   | 61          | Original             |
| 20          | 1 <sup>st</sup> Rev.  |   | 34          | Original             |   | 62          | Original             |
| 20.1        | 1 <sup>st</sup> Rev.  |   | 35          | 1 <sup>st</sup> Rev. |   | 63          | Original             |
| 20.2        | Original              |   | 36          | 1 <sup>st</sup> Rev. |   | 64          | Original             |
| 20.3        | Original              |   | 37          | 1 <sup>st</sup> Rev. |   | 65          | 1 <sup>st</sup> Rev. |
| 20.4        | Original              |   | 38          | 1 <sup>st</sup> Rev. |   | 66          | 1 <sup>st</sup> Rev. |
| 20.5        | Original              |   | 39          | 1 <sup>st</sup> Rev. |   | 67          | Original             |
| 20.6        | Original              |   |             |                      |   |             |                      |

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| 69          | Original             |             |                 |             |                 |
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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**BILLING AGENTS**

None

**EXPLANATION OF SYMBOLS**

- (C) - To signify changed listing, rule, or condition which may affect rates or charges.
- (D) - To signify discontinued material, including listing rate, rule or condition.
- (I) - To signify an increase.



**APPLICATION OF TARIFF**

This tariff contains the regulations and charges applying to intrastate resale common carrier communications service provided by Carrier between locations within the Commonwealth of Pennsylvania as specified in Section 2.4.

This tariff applies to direct-dialed and operator assisted intercity communications services only.

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Issued: April 22, 2002  
Issued By:

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Executive Vice President/General Counsel  
4300 Six Forks Road  
Raleigh, North Carolina 27609

Effective: April 23, 2002

PAi0101

**SECTION 1.0 - DEFINITIONS AND TERMS**

As used in this tariff, the following terms shall have the following meanings:

**Access Number** - This is the telephone number which a Customer uses to access Company's computer in order to be connected to Company's system.

**Association Discount** - An additional discount provided to a trade association representing business entities or individuals within an industry, professional or business classification, or a commercial organization with affiliated franchises, independent agents, distributors, or multiple commercial representatives or a buying group not organized solely for the purposes of qualifying for the discounts provided for herein to commercial associations.

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

**Business Customer** - A Customer who subscribes to Carrier's service in the name of a business, trade or profession, or whose usage is associated with non-personal activities.

**Carrier** - Business Telecom, Inc., doing business as BTI Telecommunications Services unless specifically stated otherwise.

**Carrier's Point of Presence** - Location of the serving central office associated with the local dial access number used to access the Carrier's network.

**Customer** - The natural person or legal entity which orders Service and is responsible for the payment of charges accruing as a result of using the Service. Customers are divided into commercial and residential classes, but only for accounting purposes.

**SECTION 1.0 - DEFINITIONS AND TERMS, (CONT'D.)**

**Customer Identification Number** - A numerical code which is assigned to each Customer to enable the Customer to access Company's Service. A Customer with several Authorized Users may have several different numerical codes. Customer Identification Numbers are used by the Company both to prevent unauthorized access to the Service and to identify Customers for billing purposes.

**Dialed Access** - An arrangement whereby a Customer uses the public switched network local exchange facilities of the local telephone company to access the terminal of the Carrier or another Common Carrier from which the Carrier has acquired services.

**Dedicated Access** - An arrangement where a Customer uses special access service provided by a local exchange telephone carrier to access the terminal of the Carrier or of another common carrier from which the Carrier has acquired service.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interLATA calls dialed by a Customer are automatically routed to the Carrier's network. Presubscribed customers may also route intraLATA calls to Carrier's network by dialing a five-digit access code supplied by Carrier.

**HITC** - Highest Interexchange Transporter Charge or Surcharge

**HITDR** - Highest Interexchange Transporter Daytime Rate

**SECTION 1.0 - DEFINITIONS AND TERMS, (CONT'D.)**

**Interexchange Reseller** - As defined in the rules of the PPUC, any person or entity which directly or indirectly acquires interexchange telephone service capacity and establishes rates to sell telecommunications service through the use of any technology to any residential or nonresidential subscriber or consumer and is not an interexchange transporter.

**Interexchange Transporter** - As defined in the rules of the PPUC, any person or entity whose facilities carry interexchange telephone service on a wholesale or retail basis through line, wire, cable, microwave, radio wave, satellite or other analogous facilities owned or operated by it.

**Local Access Transport Area ("LATA")** - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

**Project Codes** - A numeric sequence which is dialed after the Customer Identification Number which is used by Customer to identify to which project or client a call should be billed.

**PPUC** - Pennsylvania Public Utility Commission

**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.

**Speed Numbers** - Telephone numbers stored in Company's switch allow Customer, after accessing the switch, to push a limited number of buttons on its phone and have the switch dial the requested stored phone number, eliminating extra digit dialing for Customer.

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of BTI**

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

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

The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

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**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 the 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.

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**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 Tariff. The Company shall be indemnified and held harmless by the Customer as a result of:

- 2.6.1** Claims for slander, defamation, invasion of privacy; infringement of copyright or patent; unauthorized use of any trademark, tradename, or service mark; unfair competition; interference with contract, proprietary or creative right; or any other injury to any person, property or entity arising from the material, data, information or content revealed to, or transmitted, processed, handled, or used by, Company under this Tariff.
- 2.6.2** Claims for damage to an Authorized User's or third party's premises resulting from furnishing service by Company when the damage is not a result of the negligent or willful acts of Company.
- 2.6.3** Claims resulting from an act or omission of Customer or Authorized Users.

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

**2.7 Payment Arrangements**

**2.7.1 Payment for Service**

- (A) The requirements listed below apply to all Customers of the Company. See Section 2.7.3 for special payment arrangements applicable to Residential and Student Customers.
- (B) The Customer is responsible for payment of all Services and facilities, including, calls or Service originated at the Customer's number(s), originated by use of calling cards or the Company assigned special billing numbers, and for all installation charges, special charges and surcharges, recurring monthly fees assessed by authorized regulatory agencies or third parties from whom the Company obtains facilities to provide the Services, and all excise, sales, use or similar taxes imposed by any local, state or federal government, including assessments for government-initiated social objectives.
- (C) 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.

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

**2.7 Payment Arrangements, (Cont'd.)**

**2.7.1 Payment for Service, (cont'd.)**

- (D)** The Customer shall render payment in the amount of and on or before the date stated on the invoice.
- (E)** The Company's sole liability with respect to the Customer's overpayment, for whatever reason, is limited to a credit in the amount of the overpayment.
- (F)** If the Customer pays via bank draft or credit card draft, the Customer's account will be drafted within 14 days after the conclusion of the billing cycle for the full amount due. In order to cancel a bank draft or credit card draft written notification must be received by the Company at least ten (10) business days prior to the conclusion of the Customer's current billing cycle. Upon receipt of notice to cancel a bank draft or credit card draft, the Customer permits the Company to make all credit inquiries necessary to make a determination regarding the extension of credit terms to the Customer and the Company reserves its right to require security deposits pursuant to Section 2.8.

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

**2.7 Payment Arrangements, (Cont'd.)**

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

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (F) If any portion of the payment is not received by the Company by the due date printed 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 1.0% per month for residential Customers and 1.5% per month for business Customers 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.
- (G) Duplicate Bills  
A Duplicate Bill Charge will be applied upon a Customer's request for a duplicate copy of the telephone bill. The Company will assess this charge based on an individual case basis (ICB). Requests for duplicate bills can be made either verbally or in writing.

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

**2.7 Payment Arrangements, (Cont'd.)**

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**2.7.3 Special Billing Arrangements for Residential and Student Customers**

Residential Customers shall render payment by using one of BTI's Preferred Payment Methods. Customers that do not utilize a Preferred Payment Method shall bear a monthly processing fee at the lesser of \$5.00 or the maximum rate permitted by law. Students shall render payment by using one of BTI's Required Payment Methods below:

**(A) Preferred Payment Methods for Residential Accounts:**

- (1) Automatic Bank Draft – Payment on account is automatically charged to Customer's chosen bank account on or before Day 24 after the date of the invoice.
- (2) Automatic Credit Card Payment – Payment on account is automatically charged to Customer's chosen credit card on or before Day 24 after the date of invoice.
- (3) Electronic Payment – Payment on account is made by the Customer through the BTI Electronic Payment System on or before Day 24 after the date of the invoice.

**(B) Required Payment Methods for Student Accounts:**

- (1) Automatic Bank Draft – Payment on account is automatically charged to Customer's chosen bank account on or before Day 24 after the date of invoice.
- (2) Automatic Credit Card Payment – Payment on account is automatically charged to Customer's chosen credit card on or before Day 24 after the date of invoice.

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

**2.9 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:

- 2.9.1** installation charges for the service provided at the new location;
- 2.9.2** 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
- 2.9.3** any increase in rates allowed by applicable law.

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

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

**2.10 Interruption of Service**

- 2.10.1** 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.
- 2.10.2** No credit shall be allowed for interruptions that result from the Customer's fault or the Company's testing or regularly scheduled maintenance or for any reason that constitutes Force Majeure as defined in Section 2.15.
- 2.10.3** For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.10.4** No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.10.5** The Customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for the facilities affected for each hour that the interruption continues.
- 2.10.6** This credit applies only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Service(s). This credit applies against future service only and shall not reduce the amount of any outstanding balance. All limitations of liability shall apply to the total of all credits issued.

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

"A" = Outage time in hours.

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







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

**2.13 Cancellation of Service, (Cont'd.)**

**2.13.2 Cancellation by the Customer without Cause**

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 Term Plan Agreement. If the Customer terminates all or any part of the Services obtained under the Term Plan Agreement 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 2.13.3 below, then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for liquidated damages, and not as a penalty, an amount equal to the sum of all of the following that apply to the Service(s) terminated by the Customer;

- (A) if the Service terminated is switched long distance, a charge equal to the greater of the following:
- (1) 100% of the minimum monthly usage commitment, if any, multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect; or
  - (2) the average of the highest three (3) months billed usage since the beginning of the Term Plan Agreement multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect.

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

**2.13 Cancellation of Service, (Cont'd.)**

**2.13.2 Cancellation by the Customer without Cause, (cont'd.)**

- (B)** for each other Service that is terminated, a charge equal to the greater of the following:
  - (1)** 100% of the sum of the minimum monthly usage commitment, if any, and any monthly recurring charge applicable to the Service terminated, multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect; or
  - (2)** the average of the highest three (3) months billed for such terminated Service (including, without limitation, any monthly recurring charge applicable to such Service) since the beginning of the Term Plan Agreement multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect;
- (C)** a charge equal to the total costs and expenses incurred by the Company in connection with installing, providing and removing a Service, including any early termination or cancellation charges incurred by the Company from third parties on the Customer's behalf. 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.

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.







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

**2.13 Cancellation of Service, (Cont'd.)**

**2.13.4 Cancellation by the Company, (cont'd.)**

- (B) In addition, the Company may immediately and without notice terminate and/or block Services without incurring liability to the Customer for the following reasons:
- (1) fraud committed by the Customer or a user of the Customer's Service;
  - (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; or
  - (5) the Customer's usage exceeds parameters based on historical usage by the Customer.

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 2.13.2 for all Services terminated under this Section.

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

**2.13 Cancellation of Service, (Cont'd.)**

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**2.13.5 Cancellation as a result of a change in local service provider**

The Customer shall notify the Company if the Customer changes its local service provider for any reason, including, without limitation, as a result of a change in physical location. If the Customer obtains only long distance service from the Company, upon a change of local service provider by the Customer, the Company reserves the right to terminate long distance service to the Customer upon thirty (30) days written notice to the Customer. In the event the Company exercises its right to terminate long distance service to the Customer because the Customer changes its local service provider, the Customer shall be liable to the Company only for payment of long distance service provided up to and including the effective date of termination of such long distance service and shall not be liable for any liquidated damages with respect to such long distance service only.

**2.13.6 Final Invoice**

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

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

**2.14 Restoration of Service**

**2.14.1** 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.

**2.14.2** 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.

**2.15 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.

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

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

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

**2.17 Assignments**

The Customer may not transfer or assign the Customer's Agreement with the Company, including the Terms and Conditions, or use of any of the Services (including resale and subtending of Internet service) without the written consent of the Company, which such consent shall be at the sole and absolute discretion of the Company. All regulations and conditions contained in this Tariff shall be binding on the Customer and his/her respective personal and legal representatives, successors and permitted assigns.

**2.18 Special Service**

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.

**2.19 Modification**

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

**2.20 Taxes and Other Charges**

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.

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

**2.21 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.

**2.22 Disputes**

In the case of a billing dispute between the customer and the Carrier for service furnished to the customer, which cannot be settled with mutual satisfaction, the customer can take the following course of action within 30 days of the billing date:

- 2.9.1** First, the customer may request, and the Carrier will comply with the request, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to cancellation.) The Carrier or its billing agent(s) will process billing disputes consistent with PPUC regulations at 52 Pa. Code Chapter 64.
- 2.9.2** Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the customer may contact the PPUC's Bureau of Consumer Services at the following address and telephone number:

Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
Room 203, North Office Building  
P. O. Box 3265  
Harrisburg, Pennsylvania 17120  
(717) 787-4095





**SECTION 3.0 - SERVICE DESCRIPTION AND RATES**

**3.1 General**

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

**3.2 Timing of Calls**

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

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

**Computation of Charges**

If the computed charges include 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) on a per call basis.

There is no billing applied for incomplete calls.

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

| TIMES                | MON                  | TUES | WED | THURS | 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 |      |     |       |     |     |      |

\* - to but not including

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.2 Timing of Calls, (Cont'd.)**

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

| TIMES               | MON             | TUES | WED | THURS | FRI | SAT | SUN |
|---------------------|-----------------|------|-----|-------|-----|-----|-----|
| 8:00 AM to 5:00 PM* | Peak Period     |      |     |       |     |     |     |
| 5:00 PM to 8:00 AM* | Off-Peak Period |      |     |       |     |     |     |

\* - to but not including

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

|                  |                           |
|------------------|---------------------------|
| New Year's Day   | January 1                 |
| Memorial Day     | Nationally Recognized Day |
| Independence Day | July 4                    |
| Thanksgiving Day | Nationally Recognized Day |
| Christmas Day    | December 25               |

**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (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.

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.4 Econocall Service**

Econocall Service is the basic toll long-distance service offered to Customers by the Company, as described in Section 2 of the tariff. The following charges will apply to all Econocall Service Customers.

- 3.4.1** Installation Charge: Not applicable
- 3.4.2** Monthly Access: \$0.00
- 3.4.3** Minimum Billing Increment: One (1) minute
- 3.4.4** Additional Billing Increment: One (1) minute
- 3.4.5** Usage Charges:

Intrastate Per Minute Rates:

| Mileage Band | DAY            |                  | EVENING        |                  | NIGHT/WEEKEND  |                  |
|--------------|----------------|------------------|----------------|------------------|----------------|------------------|
|              | Initial Minute | Ea. Addl. Minute | Initial Minute | Ea. Addl. Minute | Initial Minute | Ea. Addl. Minute |
| 0 - 10       | \$0.2800       | \$0.2800         | \$0.2600       | \$0.2600         | \$0.1600       | \$0.1600         |
| 11 - 22      | \$0.2800       | \$0.2800         | \$0.2600       | \$0.2600         | \$0.1600       | \$0.1600         |
| 23 - 55      | \$0.2800       | \$0.2800         | \$0.2600       | \$0.2600         | \$0.1600       | \$0.1600         |
| 56 - 124     | \$0.2800       | \$0.2800         | \$0.2600       | \$0.2600         | \$0.1600       | \$0.1600         |
| 125 - 292    | \$0.2800       | \$0.2800         | \$0.2600       | \$0.2600         | \$0.1600       | \$0.1600         |
| 293 - 430    | \$0.2800       | \$0.2800         | \$0.2600       | \$0.2600         | \$0.1600       | \$0.1600         |
| 431 - 495    | \$0.2800       | \$0.2800         | \$0.2600       | \$0.2600         | \$0.1600       | \$0.1600         |

- 3.4.6** Discounts: None
- 3.4.7** Other: Not Applicable

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.5 Travel Service (980)**

Travel Service permits Customers to initiate calls within the State of Pennsylvania using a touchtone telephone. It involves dialing an access number (local or 800), followed by the Customer's authorization code (Customer Identification Number), and then the called number.

|              |                               |                     |
|--------------|-------------------------------|---------------------|
| <b>3.5.1</b> | Installation Charge:          | Not applicable      |
| <b>3.5.2</b> | Monthly Access:               | \$0.00              |
| <b>3.5.3</b> | Minimum Billing Increment:    | Thirty (30) Seconds |
| <b>3.5.4</b> | Additional Billing Increment: | Six (6) Seconds     |
| <b>3.5.5</b> | Usage Charges:                |                     |
|              | Per Call Initial Charge       | \$0.60              |
|              | Intrastate Per Minute Rates:  |                     |
|              | Day                           | \$0.2200            |
|              | Evening                       | \$0.1800            |
|              | Night/Weekend                 | \$0.1800            |

**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.6 Travel Service Plus (981)**

Travel Service Plus allows Customers to initiate calls within the State of Pennsylvania using any touchtone telephone. It involves dialing an access number (local or 800), followed by the Customer's authorization code (Customer Identification Number), and then the called number.

**3.6.1** Installation Charge: Not Applicable

**3.6.2** Monthly Access: \$0.00

**3.6.3** Minimum Billing Increment: Thirty (30) Seconds

**3.6.4** Additional Billing Increment: Six (6) Seconds

**3.6.5 Per Minute Rates:**

**Usage Range:**

Day

Evening

Night/Weekend

**Intrastate/IntraLATA Rate:**

\$0.2700

\$0.2700

\$0.2700

**3.6.6** Per Call Initiation Fee \$0.25

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.7 Operator Services**

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

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**3.7.1 BTI Operator Assisted Intrastate Service**

**(A) Per Minute Operator Service Charges**

All calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute.

| Mileage Range | Day          |                  | Evening      |                  | Night        |                  |
|---------------|--------------|------------------|--------------|------------------|--------------|------------------|
|               | First Minute | Ea. Addl. Minute | First Minute | Ea. Addl. Minute | First Minute | Ea. Addl. Minute |
| 0 - 10        | \$0.1900     | \$0.1300         | \$0.1200     | \$0.1050         | \$0.1100     | \$0.1050         |
| 11-22         | \$0.2300     | \$0.1500         | \$0.1500     | \$0.1100         | \$0.1100     | \$0.1050         |
| 23-55         | \$0.2800     | \$0.2550         | \$0.1900     | \$0.1700         | \$0.1500     | \$0.1400         |
| 56-124        | \$0.3100     | \$0.2850         | \$0.2200     | \$0.2000         | \$0.1700     | \$0.1600         |
| 125-292       | \$0.3300     | \$0.3050         | \$0.2400     | \$0.2200         | \$0.1900     | \$0.1800         |
| 293 +         | \$0.3600     | \$0.3350         | \$0.2600     | \$0.2400         | \$0.2100     | \$0.2000         |

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.7 Operator Services, (Cont'd.)**

**3.7.1 BTI Operator Assisted Intrastate Service, (cont'd.)**

**(B) Per Call Service Charges:**

| <b>Type of Service</b>                     | <b>Charge Per Call</b> |
|--|------------------------|
| Customer Dialed Calling Card Station       |                        |
| Customer Dialed, Automated                 | \$0.80                 |
| Customer Dialed, Operator Assisted         | \$1.75                 |
| Customer Dialed, Operator Must Assist      | \$0.80                 |
| Operator Dialed Calling Card Station       | \$1.75                 |
| Operator Station                           |                        |
| Collect, Automated                         | \$1.75                 |
| Collect, Operator Assisted                 | \$2.50                 |
| Billed to a Third Party, Automated         | \$1.75                 |
| Billed to a Third Party, Operator Assisted | \$2.50                 |
| Sent Paid, Non-Coin                        | \$1.75                 |
| Person-to-Person                           | \$4.25                 |
| Busy Line Verification                     | \$4.00                 |
| Busy Line Interrupt                        | \$4.00                 |
| Public Payphone Surcharge                  | \$0.60                 |

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.7 Operator Services, (Cont'd.)**

**3.7.2 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.7 Operator Services, (Cont'd.)**

**3.7.2 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.7 Operator Services, (Cont'd.)**

**3.7.2 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.7 Operator Services, (Cont'd.)**

**3.7.2 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.7 Operator Services, (Cont'd.)**

**3.7.2 [Reserved for Future Use], (cont'd.)**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.8 [Reserved for Future Use]**

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*Material that originally appeared on this Page now appears on Page 81.*

**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.9 Personal 800 Service**

Personal 800 Service is offered to Customers for toll-free inbound service. The service is billed at a postalized rate. Billing is in six (6) second increments following a minimum billing duration of thirty (30) seconds. Customers are provided Authorization Codes to direct the incoming call to a particular local access line. Customers are required to sign either a one (1), two (2) or three (3) year term for this service.

|              |                               |                     |     |
|--------------|-------------------------------|---------------------|-----|
| <b>3.9.1</b> | Installation Charge:          | \$0.00              |     |
| <b>3.9.2</b> | Monthly Access:               | \$0.00              |     |
| <b>3.9.3</b> | Minimum Billing Increment:    | Thirty (30) Seconds | (C) |
| <b>3.9.4</b> | Additional Billing Increment: | Six (6) Seconds     |     |

**3.9.5 Per Minute Rates:**

| <b>Term Plan</b>    |       | <b>Day Rate</b> | <b>Evening/Night Rate</b> |     |
|---------------------|-------|-----------------|---------------------------|-----|
| Month-to-Month      | (160) | \$0.1650        | \$0.1450                  | (C) |
| One (1) Year Term   | (161) | \$0.1600        | \$0.1410                  |     |
| Two (2) Year Term   | (162) | \$0.1550        | \$0.1360                  |     |
| Three (3) Year Term | (163) | \$0.1500        | \$0.1320                  |     |

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.10 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.11 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.12 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.13 [Reserved for Future Use]**

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*Material that originally appeared on this Page now appears on Page 65.*

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.15 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.16 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.17 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.19 [Reserved for Future Use]**

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*Material that originally appeared on this Page now appears on Page 70.*

**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.20 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.21 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.23 [Reserved for Future Use]**

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.24 Academic Edge**

Academic Edge is a program for colleges and universities to provide service to students, faculty and staff. Service is provided by dedicated T-1 and/or switched access. Students are billed the rates below.

|               |                               |                       |
|---------------|-------------------------------|-----------------------|
| <b>3.24.1</b> | Installation Charge:          | Not Applicable        |
| <b>3.24.2</b> | Monthly Access:               | Not Applicable        |
| <b>3.24.3</b> | Minimum Billing Increment:    | Thirty (30) Second    |
| <b>3.24.4</b> | Additional Billing Increment: | Six (6) Second        |
| <b>3.24.5</b> | Per Minute Rates:             | Individual Case Basis |

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.27 BTI Switched Stand Alone Long Distance**

BTI Switched Stand Alone Long Distance is a direct dialed outbound and inbound long distance service designed for Business Customers. The product is marketed to new BTI Customers or current BTI Customers who will sign an agreement of longer duration or increase revenue. Customers must sign a one-year term agreement for this service and commit to a monthly long distance usage volume level as defined in the table below. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Intrastate service is offered in conjunction with interstate service.

**3.27.1 Per Period Usage Rates:**

|                              | <u>Monthly<br/>Volume*</u> | <u>Outbound<br/>Service</u> | <u>Toll Free<br/>Service</u> |
|------------------------------|----------------------------|-----------------------------|------------------------------|
| Switched Long Distance (221) | Any                        | \$0.099                     | \$0.099                      |
| Switched Long Distance (222) | \$300                      | \$0.075                     | \$0.075                      |

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

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.28 BTI Switched Off-Net Long Distance**

BTI Switched Off-Net Long Distance is a direct dialed outbound and inbound long distance service designed for Business Customers whose origination or terminating traffic is not to a BTI long distance switch. Customers must sign a one-year term agreement for this service. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Intrastate service is offered in conjunction with interstate service.

**3.28.1 Per Period Usage Rates:**

|                                      | <u>Monthly<br/>Volume*</u> | <u>Outbound<br/>Service</u> | <u>Toll Free<br/>Service</u> |
|--------------------------------------|----------------------------|-----------------------------|------------------------------|
| Switched off-net Long Distance (216) | Any                        | \$0.125                     | \$0.125                      |

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

**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.29 BTI Dedicated On-Net Long Distance**

BTI Dedicated On-Net Long Distance is a direct dialed outbound and inbound long distance service designed for Business Customers whose origination or terminating traffic is to a BTI long distance switch. Customers must sign a one-year term agreement for this service and commit to a monthly long distance usage volume level as defined in the table below. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Intrastate service is offered in conjunction with interstate service.

**3.29.1 Per Period Usage Rates:**

|                                      | <u>Monthly<br/>Volume*</u> | <u>Outbound<br/>Service</u> | <u>Toll Free<br/>Service</u> |     |
|--------------------------------------|----------------------------|-----------------------------|------------------------------|-----|
| Dedicated on-net Long Distance (590) | Any                        | \$0.049                     | \$0.049                      | (C) |
| Dedicated on-net Long Distance (591) | \$1000                     | \$0.047                     | \$0.047                      | (C) |

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

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.30 Travel Card Service (995)**

Travel Card Service allows Customers to initiate calls anywhere within the Commonwealth of Pennsylvania by using any touchtone telephone. It involves dialing a Toll Free access number, followed by the Customer's authorization code (Customer Identification Number), and then the called number.

|               |                              |                     |
|---------------|------------------------------|---------------------|
| <b>3.30.1</b> | Per Minute Rate:             | \$0.1700            |
| <b>3.30.2</b> | Per Call Surcharge:          | \$0.00              |
| <b>3.30.3</b> | Minimum Billing Increment    | Thirty (30) Seconds |
| <b>3.30.4</b> | Additional Billing Increment | Six (6) Seconds     |

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.31 Expanded 800 Service Options**

The following optional enhanced features may be used in conjunction with any BTI 800 service.

| <b>Enhanced 800 Features</b>                   | <b>Install</b> | <b>Change</b> | <b>Monthly</b> |
|--|----------------|---------------|----------------|
| NPA Blocking                                   | \$150          | \$ 50         | \$ 0           |
| NPA/NXX Blocking                               | \$150          | \$ 50         | \$ 0           |
| Time of Day Routing                            | \$100          | \$ 50         | \$ 50          |
| Day of Week Routing                            | \$100          | \$ 50         | \$ 50          |
| Holiday Routing                                | \$100          | \$ 50         | \$ 0           |
| Uniform Call Distribution                      | \$100          | \$100         | \$ 0           |
| Dialed Number Identification Svc.              | \$450          | \$ 50         | \$ 50          |
| Route Advance                                  | \$100          | \$ 50         | \$ 50          |
| Area Code Routing                              | \$100          | \$ 50         | \$ 50          |
| Percentage Call Allocation                     | \$100          | \$ 50         | \$ 50          |
| Intercept 800 (\$0.10 per call over 500 calls) | \$ 10          | \$ 0          | \$ 10          |

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.32 Promotional Rates**

From time to time, Company may offer Promotional Rates. Promotional Rates will be offered on a non-discriminatory basis and shall be filed with the Commission for review at least 1 day prior to implementation.

Any marketing efforts will clearly indicate to the potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation.

**3.32.1 Customer Retention Promotion**

The Customer Retention Promotion is available through April 25, 2005, to any existing customer subscribing to long distance service or data services (including Internet and DSL) whose term plan has expired or is expiring and has a minimum monthly revenue volume of \$500.00, provided the discount does not fall below the company's cost of providing that service to the customer. Promotional discounts do not apply to conferencing services, surcharges or taxes. Customers will be required to sign a minimum one-year contract. Eligibility for the level of discount received is based on monthly revenue volume associated with the individual customer.

|      |     |                              |
|------|-----|------------------------------|
| RDL1 | 5%  | Customers billing \$500.00+  |
| RDL2 | 10% | Customers billing \$600.00+  |
| RDL3 | 15% | Customers billing \$700.00+  |
| RDL4 | 20% | Customers billing \$800.00+  |
| RDL5 | 25% | Customers billing \$900.00+  |
| RDL6 | 30% | Customers billing \$1000.00+ |
| RDL7 | 35% | Customers billing \$1100.00+ |

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**SECTION 4.0 – GRANDFATHERED SERVICES**

**4.1 International Heritage Service (186) \***

(C)

International Heritage Service is a flat rate combined outbound and inbound toll free service offered to Customers. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered with interstate service. Customers must sign a one-year term plan for this service.

(C)  
(C)  
(C)(I)  
(C)

**4.1.1 Per Minute Rates**

(C)

|                           | <b>Per Minute Rate</b> |
|---------------------------|------------------------|
| 1+ Outbound Service       | \$0.1181               |
| Inbound Toll Free Service | \$0.1181               |

**4.1.2 Monthly Recurring Charge**

\$3.95

\* This service is grandfathered to existing customers at existing locations.

|  
|  
|  
|  
|  
(C)

*Material that appears on Page originally appeared on Page 48.*



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**SECTION 4.0 – GRANDFATHERED SERVICES, (CONT'D.)**

**4.2 Residential Connections (377)\***

(C)

Residential Connections is an outbound service primarily targeted to residential Customers. Calls are billed on a day, evening and night/weekend basis. All Calls are billed in six (6) minute increments after an initial period, for billing purposes, of eighteen (18) seconds.

(C)

(C)

(C)

**4.2.1 Per Minute Rates:**

(C)

|               | <b>Per Minute Rate</b> |
|---------------|------------------------|
| Day           | \$0.1590               |
| Evening       | \$0.1290               |
| Night/Weekend | \$0.1290               |

|

|

|

|

**4.2.2 Monthly Recurring Charge**

\$4.95

|

|

\* This service is grandfathered to existing customers at existing locations.

(C)

*Material that appears on Page originally appeared on Page 49.*

**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

|              |  |                     |            |
|--------------|--|---------------------|------------|
| <b>4.3</b>   | <b>Premier 1 Watts Service (220) *</b>                                     |                     | <b>(C)</b> |
| <b>4.3.1</b> | Installation Charge:   | Not applicable      |            |
| <b>4.3.2</b> | Monthly Access:  | \$10.00             |            |
| <b>4.3.3</b> | Minimum Billing Increment:   | Thirty (30) seconds |            |
| <b>4.3.4</b> | Additional Billing Increment:  | Six (6) seconds     |            |
| <b>4.3.5</b> | Usage Charges:   | \$0.1800            |            |
| *            | This service is grandfathered to existing customers at existing locations. |                     | <b>(C)</b> |

*Material that appears on this Page originally appeared on Page 51.*

**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.4 PhonePlus Switched Access Service\***

(C)

PhonePlus Switched Access Service is a combined outbound and inbound service offered on a peak/off-peak, postalized rate basis. Service is provided over standard local access lines. Per minute usage charges are based on monthly revenue commitments and annual term plans as set forth below. Intrastate, interstate, travel service and international service, both outbound and inbound, combine to satisfy the revenue commitment. Revenue commitment is calculated before term commitment.

(C)

**4.4.1** Installation Charge: \$0.00

(C)

**4.4.2** Monthly Access: \$10.00

(C)

**4.4.3** Minimum Billing Increment: Thirty (30) Seconds

(C)(I)

**4.4.4** Additional Billing Increment: Six (6) Seconds

(C)

**4.4.5 Per Minute Rates:**

(C)

| Monthly Revenue Commitment | Peak Rate | Off-Peak Rate |
|----------------------------|-----------|---------------|
| \$0 - \$1,000 (367)        | \$0.1550  | \$0.1550      |
| \$1,001 - \$5,000 (368)    | \$0.1500  | \$0.1500      |
| \$5,001 + (369)            | \$0.1450  | \$0.1450      |

**4.4.6 Discounts: (367, 368, 369) Term Discount**

| Monthly Revenue Commitment | One Year | Two Year | Three Year |
|----------------------------|----------|----------|------------|
| \$100 - \$1,000            | 3.00%    | 6.00%    | 9.00%      |
| \$1,001 - \$5,000          | 3.00%    | 6.00%    | 9.00%      |
| \$5,001 +                  | 3.00%    | 6.00%    | 9.00%      |

(C)

\* This service is grandfathered to existing customers at existing locations.

*Material that appears on this Page originally appeared on Page 36.*



**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.5 PhonePlus Dedicated Access Service\***

(C)

PhonePlus Dedicated Access Service is a combined outbound and inbound service offered on a peak/off-peak, postalized rate basis. Service is provided over dedicated access facilities. Per minute usage charges are based on monthly revenue commitments and annual term plans as set forth below. Intrastate, interstate, travel service and international service, both outbound and inbound, combine to satisfy the revenue commitment. Revenue commitment is calculated before term commitment.

(C)

**4.5.1** Installation Charge: \$0.00

(C)

**4.5.2** Monthly Access: \$0.00

(C)

**4.5.3** Minimum Billing Increment: Thirty (30) Seconds

(C)(I)

**4.5.4** Additional Billing Increment: Six (6) Seconds

(C)

**4.5.5 Per Minute Rates:**

(C)

| Usage Range        |       | Peak Rate | Off-Peak Rate |
|--------------------|-------|-----------|---------------|
| \$1,000 - \$10,000 | (760) | \$0.1000  | \$0.1000      |
| \$10,000 +         | (761) | \$0.0950  | \$0.0950      |

**4.5.6 Discounts:** (760, 761)

| Monthly Revenue Commitment | One Year Term | Two Year Term | Three Year Term |
|----------------------------|---------------|---------------|-----------------|
| \$1,000 - \$10,000         | 3.00%         | 6.00%         | 9.00%           |
| \$10,000 +                 | 3.00%         | 6.00%         | 9.00%           |

(C)

\* This service is grandfathered to existing customers at existing locations.

*Material that appears on this Page originally appeared on Page 37.*



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**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.6 Business Connections Long Distance\***

Business Connections Long Distance is a combined outbound and inbound service which originates/terminates over either switched or dedicated access lines. Nationwide flat rate pricing applies twenty-four hours per day, seven days per week. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. Customers must sign up for a minimum one-year term plan. Additional discounts are available for multi-year term plan agreements. Dedicated Access Customers are responsible for all dedicated or private facilities required to connect to the Company's network.

- 4.6.1** Installation Charge: Not Applicable
- 4.6.2** Monthly Access: \$0.00
- 4.6.3** Minimum Billing Increment: Thirty (30) Seconds
- 4.6.4** Additional Billing Increment: Six (6) Seconds

**4.6.5 Per Minute Rates:**

| <b>Term Plan</b>    |           | <b>Switched Rate</b> | <b>Dedicated Rate</b> |
|---------------------|-----------|----------------------|-----------------------|
| One (1) Year Term   | (373/773) | \$0.1460 (I)         | \$0.0890              |
| Two (2) Year Term   | (374/774) | \$0.1350             | \$0.0850              |
| Three (3) Year Term | (375/775) | \$0.1300             | \$0.0800              |

- 4.6.6** Minimum Monthly Billing \$100 + \$1,500 +

\* This service is grandfathered to existing customers at existing locations.

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**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.7 Corporate Connections\***

Corporate Connections is a combined outbound and inbound service designed for business Customers. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. Customers must sign a one year or three year term plan for this product. Customers must sign a term plan for this product and agree to a minimum monthly usage level of \$100 for switched service or \$500 for dedicated services.

**4.7.1 Per Minute Rates - One Year Term Plan**

|     |                         | <b>Outbound<br/>Service</b> | <b>Toll-free<br/>Service</b> | <b>Monthly<br/>Recurring</b> |
|-----|-------------------------|-----------------------------|------------------------------|------------------------------|
| (A) | Switched Service (165)  | \$0.1100 (I)                | \$0.1100 (I)                 | \$4.95                       |
| (B) | Dedicated Service (765) | \$0.0830 (I)                | \$0.0830 (I)                 | \$4.95                       |

**4.7.2 Per Minute Rates - Three Year Term Plan**

|     |                         | <b>Outbound<br/>Service</b> | <b>Toll-free<br/>Service</b> | <b>Monthly<br/>Recurring</b> |
|-----|-------------------------|-----------------------------|------------------------------|------------------------------|
| (A) | Switched Service (166)  | \$0.0975                    | \$0.0975                     | \$4.95                       |
| (B) | Dedicated Service (766) | \$0.0750                    | \$0.0750                     | \$4.95                       |

\* This service is grandfathered to existing customers at existing locations.



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**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.8 Bundled Corporate Connections\***

(C)

Bundled Corporate Connections is a combined local and long distance service designed for business Customers. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. There is an interstate monthly recurring charge associated with this product. Customers must sign a one year or three year term plan for this product. Term plan customers also must commit to a monthly volume to be eligible for the reduced rate.

(C)  
(C)  
(C)(I)  
(C)  
(C)

**4.8.1 Per Minute Rates - One Year Term Plan**

(C)

- (A) Per Minute Rates (575)
- (B) Minimum Monthly Billing
- (C) Monthly Recurring Charge

**Outbound Service**

\$0.1050  
\$100  
\$4.95

**4.8.2 Per Minute Rates - Three Year Term Plan**

- (A) Per Minute Rates (576)
- (B) Minimum Monthly Billing
- (C) Monthly Recurring Charge

**Outbound Service**

\$0.0975  
\$500  
\$4.95

(C)

\* This service is grandfathered to existing customers at existing locations.

*Material that appears on this Page originally appeared on Page 41.*

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**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.9 Millennium Service\***

Millennium Service is a combined outbound and inbound switched service designed primarily for new Business Customers in which 50% or greater\* of their long distance traffic is interstate. Customers must sign a one-year term plan for this product. Intrastate service is offered in conjunction with interstate service. There is a monthly recurring charge associated with this service.

- 4.9.1** Installation Charge: Not Applicable
- 4.9.2** Monthly Access: \$4.95
- 4.9.3** Minimum Billing Increment: Thirty (30) Seconds
- 4.9.4** Additional Billing Increment: Six (6) Seconds
- 4.9.5 Per Minute Rates:**

| <b>Term Plan</b>    |           | <b>Switched Rate</b> | <b>Dedicated Rate</b> |
|---------------------|-----------|----------------------|-----------------------|
| One (1) Year Term   | (171/767) | \$0.1310 (I)         | \$0.0625              |
| Two (2) Year Term   | (171/768) | \$0.1310 (I)         | \$0.0575              |
| Three (3) Year Term | (171/769) | \$0.1310 (I)         | \$0.0525              |

\* This service is grandfathered to existing customers at existing locations.

**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

|               |  |                     |                      |                          |
|---------------|--|---------------------|----------------------|--------------------------|
| <b>4.10</b>   | <b>Bottom Line*</b>  |                     |                      | (C)                      |
|               | Bottom Line is a bundled product offering that combines outbound and inbound service with paging designed for business Customers. Customers must sign a term plan for this product and agree to a minimum monthly usage level of \$100 for switched service. Actual usage under these minimums will be billed at the monthly minimum level. Interstate monthly charges apply for toll-free services. |                     |                      | (C)<br>(C)<br>(C)<br>(C) |
| <b>4.10.1</b> | Installation Charge:   | Not Applicable      |                      | (C)                      |
| <b>4.10.2</b> | Monthly Access:  | \$0.00              |                      | (C)                      |
| <b>4.10.3</b> | Minimum Billing Increment:   | Thirty (30) Seconds |                      | (C)(I)                   |
| <b>4.10.4</b> | Additional Billing Increment:  | Six (6) Seconds     |                      | (C)                      |
| <b>4.10.5</b> | <b>Per Minute Rates:</b>   |                     |                      | (C)                      |
|               | <b>Term Plan</b>   |                     | <b>Switched Rate</b> |                          |
|               | One (1) Year Term (370)  |                     | \$0.1390             |                          |
|               | Two (2) Year Term (371)  |                     | \$0.1350             |                          |
|               | Three (3) Year Term (372)  |                     | \$0.1300             |                          |
| <b>4.10.6</b> | Minimum Monthly Billing  |                     | \$100.00             | (C)                      |
| *             | This service is grandfathered to existing customers at existing locations.   |                     |                      |                          |

*Material that appears on this Page originally appeared on Page 44.*

**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.11 First Choice\***

First Choice is an outbound switched long distance service offered to Business Customers for use from switched access lines. This service is only offered within areas of Pennsylvania that the Company provides local service.

- 4.11.1** Installation Charge: Not Applicable
- 4.11.2** Monthly Access: \$0.00
- 4.11.3** Minimum Billing Increment: Thirty (30) Seconds
- 4.11.4** Additional Billing Increment: Six (6) Seconds
- 4.11.5** Per Minute Rates:

1+ Outbound Services:

|                   |       |              |
|-------------------|-------|--------------|
| One (1) Year Term | (198) | \$0.0750     |
| Two (2) Year Term | (199) | \$0.0680 (I) |

\* This service is grandfathered to existing customers at existing locations.

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**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

- 4.12 Final Answer\*** (C)
- Final Answer is a bundled product offering that combines long distance with local service and Internet access. Customers must sign a one-year term plan for this product. Interstate monthly charges apply for toll-free services. (C)  
(C)  
(C)
- 4.12.1 Installation Charge:** Not Applicable (C)
- 4.12.2 Monthly Access:** \$4.95 (C)
- 4.12.3 Minimum Billing Increment:** Thirty (30) Seconds (C)(I)
- 4.12.4 Additional Billing Increment:** Six (6) Seconds (C)
- 4.12.5 Per Minute Rates:** (C)
- |                                     |          |  |
|-------------------------------------|----------|--|
| 1+ Direct Dialed Outbound (192)     | \$0.0945 |  |
| 800 Toll-free Inbound Service (193) | \$0.0945 |  |
- (C)
- 4.12.6 Travel Card Service** (C)
- The rates and billing increments for travel card calls affiliated with this product will be those specified in Travel Card (995) in Section 3.30 of this tariff. (C)  
(C)(T)
- \* This service is grandfathered to existing customers at existing locations.

*Material that appears on this Page originally appeared on Page 46.*

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**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.13 Smart Choice\***

Smart Choice is a bundled local and long distance service offered to Business Customers throughout the Company's local service area. Smart Choice offers the Customer service through either switched or dedicated access lines. Customers must sign either a one year, two year or three year contract for this product.

- 4.13.1** Installation Charge: Not Applicable
- 4.13.2** Monthly Access: \$0.00
- 4.13.3** Minimum Billing Increment: Thirty (30) Seconds
- 4.13.4** Additional Billing Increment: Six (6) Seconds
- 4.13.5** Per Minute Rates:

| <u>Term Plan</u>    |           | <u>Switched Rate</u> | <u>Dedicated Rate</u> |
|---------------------|-----------|----------------------|-----------------------|
| One (1) Year Term   | (195/595) | \$0.0830 (I)         | \$0.0550              |
| Two (2) Year Term   | (196/596) | \$0.0750             | \$0.0500              |
| Three (3) Year Term | (197/597) | \$0.0760 (I)         | \$0.0450              |

**4.13.6 Travel Card Service**

The rates and billing increments for travel card calls affiliated with this product will be those specified in Travel Card (995) in Section 3.30 of this tariff.

\* This service is grandfathered to existing customers at existing locations.

**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.14 Corporate Connections 275\* (275)**

Corporate Connections 275 is a combined outbound and inbound service designed for business Customers. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is offered only as an add-on to interstate service. There is an interstate monthly recurring charge associated with this product. Customers must sign a one-year term plan for this product.

**4.14.1 Per Minute Rate**

|                            |          |
|----------------------------|----------|
| 1+ Outbound Service:       | \$0.1164 |
| Inbound Toll Free Service: | \$0.1164 |

\* This service is grandfathered to existing customers at existing locations.

**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.15 Corporate Direct\* (279)**

Corporate Direct is a combined outbound and inbound service designed for business Customers. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. There is an interstate monthly recurring charge associated with this product. Customers must sign a one-year term plan for this product. Standard monthly fees for toll free service still apply.

**4.15.1 Per Minute Rate**

|                            |          |
|----------------------------|----------|
| 1+ Outbound Service:       | \$0.1112 |
| Inbound Toll Free Service: | \$0.1112 |

\* This service is grandfathered to existing customers at existing locations.



**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.16 Home Plus\* (280)**

Home Plus is an outbound service primarily targeted to residential customers. Calls are billed on a postalized, peak/off-peak basis. Call timing is rounded up to the next whole minute increment following an initial increment of one minute.

|               |                               |                                  |
|---------------|-------------------------------|----------------------------------|
| <b>4.16.1</b> | Installation Charge:          | Not Applicable                   |
| <b>4.16.2</b> | Monthly Access:               | \$2.00                           |
| <b>4.16.3</b> | Minimum Billing Increment:    | One (1) Minute                   |
| <b>4.16.4</b> | Additional Billing Increment: | One (1) Minute                   |
| <b>4.16.5</b> | <b>Per Minute Rates:</b>      |                                  |
|               |                               | <b>Intrastate/IntraLATA Rate</b> |
|               | Day                           | \$0.1900                         |
|               | Evening                       | \$0.1300                         |
|               | Night/Weekend                 | \$0.1300                         |

\* This service is grandfathered to existing customers at existing locations.

*Material that appears on this Page originally appeared on Page 38.*

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(C)  
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(C)

**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.17 Corporate Edge Service\***

Corporate Edge Service is a combined outbound and inbound service designed for business Customers. Business Customers who subscribed to switched access services are eligible for a discount based upon their monthly volume and the term plan selected. Customers must sign a one year or three year term plan for this service.

**4.17.1** Installation Charge: Not Applicable

**4.17.2** Minimum Billing Increment: Eighteen (18) Seconds

**4.17.3** Additional Billing Increment: Six (6) Seconds

**4.17.4 Per Minute Rates:**

| <b>Term Plan</b>              | <b>Switched Rate</b> | <b>Dedicated Rate</b> |
|-------------------------------|----------------------|-----------------------|
| One (1) Year Term (175/776)   |                      |                       |
| \$ 0 - \$ 500                 | \$0.1090             | \$0.0710              |
| \$ 501 - \$1,000              | \$0.1057             | \$0.0710              |
| \$1,001 - \$1,500             | \$0.1035             | \$0.0710              |
| \$1,500 +                     | \$0.1014             | \$0.0710              |
| Three (3) Year Term (176/777) |                      |                       |
| \$ 0 - \$ 500                 | \$0.1057             | \$0.0680              |
| \$ 501 - \$1,000              | \$0.1025             | \$0.0680              |
| \$1,001 - \$1,500             | \$0.1003             | \$0.0680              |
| \$1,500 +                     | \$0.0981             | \$0.0680              |

**4.17.5** Monthly Recurring Charge \$4.95 \$0.00

\* This service is grandfathered to existing customers at existing locations.

*Material that appears on this Page originally appeared on Page 42.*

**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.18 Corporate Edge 187\* (187)**

Corporate Edge 187 is a combined outbound and inbound service for 1+ and toll free long distance service designed primarily for business Customers. Travel card rates are the standard Travel Service rates as defined in this Tariff. Customers are eligible for a discounted flat rate and must sign a one-year term plan for this service. Calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Intrastate service is offered as an add on to interstate service.

**4.18.1 Per Minute Rate**

|                            |          |
|----------------------------|----------|
| 1+ Outbound Service:       | \$0.0981 |
| Inbound Toll Free Service: | \$0.0981 |

\* This service is grandfathered to existing customers at existing locations.

**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.19 Corporate Edge 188\* (188)**

Corporate Edge 188 is a combined outbound and inbound service for 1+ and toll free long distance service designed primarily for business Customers. Travel card rates are the standard Travel Service rates as defined in this Tariff. Customers are eligible for a discounted flat rate and must sign a one-year term plan for this service. Calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Intrastate service is offered as an add on to interstate service.

**4.19.1 Per Minute Rate**

|                            |          |
|----------------------------|----------|
| 1+ Outbound Service:       | \$0.1003 |
| Inbound Toll Free Service: | \$0.1003 |

\* This service is grandfathered to existing customers at existing locations.

**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.20 Corporate Edge 189\* (189)**

Corporate Edge 189 is a combined outbound and inbound service for 1+ and toll free long distance service designed primarily for business Customers. Travel card rates are the standard Travel Service rates as defined in this Tariff. Customers are eligible for a discounted flat rate and must sign a one-year term plan for this service. Calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Intrastate service is offered as an add on to interstate service.

**4.20.1 Per Minute Rate**

|                            |          |
|----------------------------|----------|
| 1+ Outbound Service:       | \$0.1025 |
| Inbound Toll Free Service: | \$0.1025 |

\* This service is grandfathered to existing customers at existing locations.

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**SECTION 4.0 - GRANDFATHERED SERVICES, (CONT'D.)**

**4.21 PhonePlus Telesales\*(364)**

PhonePlus Telesales is a combined outbound and inbound service offered on a peak/off-peak, postalized rate basis. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Service is provided over standard local access lines.

|               |                              |                       |
|---------------|------------------------------|-----------------------|
| <b>4.21.1</b> | Installation Charge:         | \$0.00                |
| <b>4.21.2</b> | Monthly Access:              | \$0.00                |
| <b>4.21.3</b> | Minimum Billing Increment    | Eighteen (18) Seconds |
| <b>4.21.4</b> | Additional Billing Increment | Six (6) Seconds       |
| <b>4.21.5</b> | Per Minute Usage Charges:    |                       |

| <u>Per Minute Usage Rates</u> | <u>Outbound/Inbound Rate Per Minute</u> |                 |
|-------------------------------|---|-----------------|
|                               | <u>Peak</u>                             | <u>Off Peak</u> |
| Outbound                      | \$0.150                                 | \$0.150         |
| Inbound                       | \$0.150                                 | \$0.150         |

|               |            |                |
|---------------|------------|----------------|
| <b>4.21.6</b> | Discounts: | Not applicable |
| <b>4.21.7</b> | Other:     | Not applicable |

\* This service is grandfathered to existing customers at existing locations.



**SECTION 5.0 - MISCELLANEOUS SERVICES**

**5.1 Service Order Charge**

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

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