

TARIFF APPLICABLE TO INTEREXCHANGE RESELLER SERVICES
WITHIN THE COMMONWEALTH OF PENNSYLVANIA
PROVIDED BY BUSINESS TELECOM, INC.
d/b/a **BTI TELECOMMUNICATIONS SERVICES**

ISSUED: October 20, 2008

EFFECTIVE: November 19, 2008

ISSUED BY:

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

CHECK SHEET

The pages of this tariff as indicated below are effective as of the date shown on each page. Original and revised pages, as named below, contain all changes from the original tariff.

Page	Revision		Page	Revision		Page	Revision
1	Fifth	*	32	Original		61	Original
2	First		33	Original		62	Original
3	Fifth	*	34	Original		63	Original
4	First		35	Original		64	Original
5	Original		36	Original		65	Original
6	Original		37	Original		66	Original
7	Original		37.1	Original		67	Original
8	Original		38	First	*	68	Original
9	Original		39	Original		69	Original
10	Original		40	Original		70	Original
11	Original		41	Original		71	Original
12	Original		42	First		72	Original
13	Original		43	Original		73	Original
14	Original		44	Original		74	Original
15	Original		45	First		75	Original
16	Original		46	Original		76	Original
17	Original		47	Original		77	Original
18	Original		48	Original		78	Original
19	Original		49	Original		79	Original
20	First		50	Original		80	Original
21	Original		51	Original		81	Original
22	Original		52	Original		82	Original
23	Original		53	Original		83	Original
24	Original		54	Original		84	Original
25	Original		55	Original		85	Original
26	Original		56	Original		86	Original
27	Original		57	Original		87	Original
28	Original		58	Original		88	Original
29	Original		59	First		89	Original
30	Original		60	First		90	Original
31	Original						

* - Indicates pages included with this filing.

ISSUED: October 20, 2008

EFFECTIVE: November 19, 2008

ISSUED BY:

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

CHECK SHEET, (CONT'D.)

Page	Revision	Page	Revision	Page	Revision	
91	Original	97	Original	102	Original	
92	Original	98	Original	103	Original	
93	Original	99	Original	104	Original	
94	Original	100	Original	105	Original	
95	Original	101	Original	106	Original	
96	Original			107	Original	*

* - Indicates pages included with this filing.

ISSUED: May 14, 2008

EFFECTIVE: May 15, 2008

ISSUED BY:

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

LIST OF MODIFICATIONS

Supplement No. 4 Modifications

5 th Revised Page 1	Updates the Check Sheet
5 th Revised Page 3	Updates the List of Modifications
1 st Revised Page 38	Add language to clarify the computation of charges

ISSUED: October 20, 2008

EFFECTIVE: November 19, 2008

ISSUED BY:

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

TABLE OF CONTENTS

	Page
Check Sheet	1
List of Modifications.....	3
Table of Contents.....	4
Concurring, Connecting, or Other Participating Carriers and Billing Agents	5
Explanation of Symbols.....	5
Application of Tariff.....	6
Definitions and Terms.....	7
Regulations	10
Undertaking of BTI.....	10
Use of Service.....	11
Facilities Used in Provision of Service.....	12
Unauthorized Use.....	13
Limitations.....	14
Indemnification.....	16
Payment Arrangements.....	17
Deposits/Advance Payments.....	22
Service Changes.....	23
Interruption of Service.....	24
Term Plan Agreements.....	25
Refusal of Service.....	26
Cancellation of Service.....	27
Restoration of Service.....	35
Force Majeure.....	35
Disconnection of Existing Service(s) and Vendor Change(s).....	35
Assignments.....	36
Special Service.....	36
Modification.....	36
Taxes and Other Charges.....	36
Designation of Company Contact.....	37
Disputes	37
Description of Services	38
Rates and Charges.....	43
Grandfathered Services.....	66
Miscellaneous Services.....	107

(C)

ISSUED: May 14, 2008

EFFECTIVE: May 15, 2008

ISSUED BY:

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

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

BILLING AGENTS

None

EXPLANATION OF SYMBOLS

- (C) - To designate a change.
- (D) - To signify a decrease.
- (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.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 1 - 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.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 1 - 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

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 1 - 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.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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

2.2 Use of Service

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 which 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.

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 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.
- 2.3.4** The Company may substitute, change or rearrange any equipment, facility or system used in providing Service at any time.
- 2.3.5** 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.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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** BTI reserves the right to temporarily suspend the use of particular Authorization Codes, or to suspend service to specific locations, when it has a good faith reason to suspect fraudulent use of its facilities.

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

2.5 Limitations

- 2.5.1** Service is offered subject to the provisions of this tariff.
- 2.5.2** The Company's liability hereunder shall be limited to credit allowances for service outages as set forth in 2.10.4 of this Tariff. In no event shall the Company be liable to customer or any third party for any consequential, indirect, special, incidental, punitive or similar damages, including without limitation, any loss of profit or revenue arising from or related in any manner to service outages whether or not the Company is aware of the possibility of such damages.
- 2.5.3** Except as set forth in this Tariff, the Company makes no other, and expressly disclaims all, warranties or representations, either express or implied, concerning the service or any content received via the service and expressly disclaims warranties of fitness for a particular use or purpose, the warranty of merchantability and any other warranty implied by law.
- 2.5.4** The foregoing limitations shall include, but are not limited to:
- (A) availability or performance of any systems or related facilities under the control of or provided by other entities, even if the Company acted as agent in arranging such facilities or service;
 - (B) content of information passing through its network, including the accuracy or quality of such information;
 - (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;

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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.

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.

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.

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.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.2 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.

- (A) When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (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. If the Customer does not provide written 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.

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.

(E) If any portion of the payment is not received by the Company by the due date printed on 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. (C)

(F) Duplicate Bills (C)
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. (C)

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

2.7 Payment Arrangements, (Cont'd.)

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.

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

2.8 Deposits/Advance Payments

- 2.8.1** 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.
- 2.8.2** The Company reserves the right to periodically review the Customer's credit worthiness and credit terms.
- 2.8.3** The Company also reserves the right to change credit terms and conditions based on the Customer's payment history and credit worthiness.
- 2.8.4** 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.
- 2.8.5** The Company will pay interest on such deposit or advance payment at the rate established by the Pennsylvania Public Utility Commission.
- 2.8.6** The establishment of credit shall be governed by the Pennsylvania Public Utility Commission.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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.

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 $1/720^{\text{th}}$ 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.

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

2.11 Term Plan Agreements

The initial term of the Term Plan Agreement shall be set forth on such Term Plan Agreement. Upon expiration of the Initial Term, the Term Plan Agreement 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 Term Plan Agreement at the end of the initial term or renewal term, as the case may be, which such notice shall be in writing and provided to the other party at least sixty (60) days prior to the expiration of the initial term or the renewal term, as the case may be. In the event of such notice, the Term Plan Agreement shall terminate upon the expiration of the initial term or renewal term, as the case may be. The notice must be in the form of a letter, facsimile or e-mail. 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.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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

2.12 Refusal of Service

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

- (A) failure of a prior customer to pay for service at the premises to be serviced;
- (B) failure to pay for a different class of service for a different entity; or
- (C) failure to pay directory advertising charges.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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

2.13 Cancellation of Service

2.13.1 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.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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.

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.

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

2.13 Cancellation of Service, (Cont'd.)

2.13.3 Cancellation by the Customer with Cause

A customer may have his service disconnected upon written notice to Carrier. The Carrier will hold the customer responsible for payment of all bills for service furnished until the cancellation date specified by the customer or until the date written cancellation notice is received, whichever is later. The Customer must provide 60 days written notice of cancellation in advance.

In the event (i) the Company fails to substantially cure any material default or failure of performance within thirty (30) days after the Company's receipt of the Customer's written notice describing with reasonable specificity such alleged material default or failure of performance, or (ii) if such default cannot be cured within such thirty (30) day period and the Company does within such thirty (30) day period commence such acts as shall be reasonably necessary to substantially cure the default and/or does not diligently complete such acts within a reasonable time, the Customer may terminate the Service(s) for Cause by giving the Company a written notice of termination within fifteen (15) days after the expiration of said thirty (30) day period or such reasonable time period in the event of (ii), above. 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.

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

2.13 Cancellation of Service, (Cont'd.)

2.13.4 Cancellation by the Company

- (A) Upon such notice as is required by the governing regulatory body (or if no such notice is required, upon forty-eight (48) hours notice), the Company may refuse, terminate, discontinue or limit the use of Service (either temporarily or permanently) to the Customer or withhold the provision of ordered or contracted Service, without liability to the Customer:
- (1) if any balance is past due;
 - (2) if the Customer exceeds its credit limit and does not cure within the applicable notice period referenced above in this section after receipt of such notice, which such notice may be by phone, mail, fax or e-mail;
 - (3) when necessitated by conditions beyond the Company's control;
 - (4) for violation of any of the provisions contained in this tariff and/or the Customer's Agreement with the Company, including the Terms and Conditions;
 - (5) for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Service; or
 - (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.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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.

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

2.13 Cancellation of Service, (Cont'd.)

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.

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

2.13 Cancellation of Service, (Cont'd.)

2.13.7 Company Contact Information for Cancellation

The Customer shall use the following addresses for cancellation and disconnect requests only:

- (A) FAX – 800-292-1057
- (B) Email – SEDR@bti.com
- (C) US Mail – Business Telecom, Inc., SE Order Group, 4300 Six Forks Road, Raleigh, NC 27609
- (D) Such request shall include all of the following that apply:
 - (1) an itemized list of the Service(s) that Customer wishes to disconnect;
 - (2) the Customer's account number;
 - (3) affected circuit ID's;
 - (4) affected telephone numbers; and,
 - (5) the Customer contact information (i.e., name, address, telephone number, fax number, and email address).

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.

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.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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:

2.22.1 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.

2.22.2 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
Commonwealth Keystone Building
300 North Street
P. O. Box 3265
Harrisburg, Pennsylvania 17120
(717) 787-4095

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

2.23 Public Pay Telephone Surcharge

(C)

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371) and amended by Report and Order released August 12, 2004 (FCC 04-182), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard rates, terms and pricing guide usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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

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

	Minimum	Maximum
Rate per Call	\$0.60	HITDR

(C)

ISSUED: September 20, 2004

EFFECTIVE: October 6, 2004

ISSUED BY: Senior Manager, Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

SECTION 3 - DESCRIPTION OF SERVICES

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.

(C)
|
(C)

There is no billing applied for incomplete calls.

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

TIMES	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 am to 5:00 pm*	Daytime Period						
5:00 pm to 11:00 pm*	Evening Period						Eve
11:00 pm to 8:00 am*	Night/Weekend Period						

* - up to, but not including.

SECTION 3 - DESCRIPTION OF SERVICES, (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	Thur	Fri	Sat	Sun
8:00 am to 5:00 pm*	Peak Period						
5:00 pm to 8:00 am*	Non-Peak Period						

* - up to, but not including.

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

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

SECTION 3 - DESCRIPTION OF SERVICES, (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 =

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

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

3.4. BTI One Plus Services

BTI One Plus Services are available for business and residential customers who; 1) subscribe their local access lines to BTI's network, 2) dial the Company's access code to gain access to the BTI network, or 3) purchase dedicated access facilities from other service providers to connect their premises to BTI's network facilities.

BTI One Plus Services are listed in Section 4. The minimum and additional billing increments, as well as any applicable recurring and non-recurring charges are provided for each specific service.

3.5. BTI Travel Card Services

BTI Travel Card Service permits customers to place calls using BTI's service when away from their primary place of business or residence. Callers must dial an "800" access code and individual identification number to use the service.

BTI Travel Card Services are listed in Section 4. The minimum and additional billing increments, as well as any applicable per call service charges are provided for each specific service.

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

3.6. BTI Operator Services

BTI Operator Services are available to subscriber locations which offer their telephones for the use of the transient public. BTI provides the following billing arrangements for End Users of BTI's Operator Services:

3.6.1. Customer Dialed Calling Card

(C)

This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed to a telephone company issued calling card.

(C)

(C)

3.6.2. Operator Station

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, the called number (collect) or a valid third party telephone number.

(C)

3.6.3. Person-to-Person

This is a service whereby the person originating the call specifies to BTI's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, the called number (collect) or a valid third party telephone number.

(C)

3.6.4. Busy Line Verification

(C)

This is a service whereby, upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.6.5. Busy Line Interrupt

This is a service whereby the operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

(C)

SECTION 4 - RATES AND CHARGES

4.1 General

In addition to charges based on usage, the following charges will apply to all classes of Customers.

1. Additional Customer Identification Numbers: Free
2. Project Codes:

	Installation		Monthly	
	Minimum	Maximum	Minimum	Maximum
Unrestricted	\$0.00	\$0.00	\$0.00	\$0.00
Restricted	\$5.00	\$10.00	\$5.00	\$10.00

3. Management Reports: Free

4.2 Directory Assistance

- 4.2.1 This service is provided on a pass-through basis to a carrier offering directory assistance. Billing is provided by Company at a flat rate per call provided the Customer dials Directory Assistance using the Company switch.

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

4.2 Directory Assistance, (Cont'd.)

4.2.2 Customers who have a visual or physical disability that prevents use of a telephone directory are exempt from the charges of Directory Assistance calls for up to and including 50 calls per month. This exemption applies to calls billed to one residential telephone line per Customer certified by the Local Exchange Carrier as disabled and applies to Directory Assistance calls for personal use only. Calls in excess of 50, where billing is available, will be billed the tariffed Directory Assistance charges in 4.2.3 of this tariff. Proof of certification is required.

4.2.3 Directory Assistance Per Call

	Minimum	Maximum
Directory Assistance, per call:	\$0.25	HITDR

4.2.4 Directory Assistance Call Completion

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

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

	Minimum	Maximum
(A) Per Call Completion requested:	\$0.25	HITC

(B) Per Minute Rate:

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

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

4.3 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. (C)

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.

4.3.1 Customer Retention Promotion (C)

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+

ISSUED: October 22, 2004

EFFECTIVE: October 25, 2004

ISSUED BY:

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

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

4.4 Referral Program

Monthly recurring charges may be waived for new Customers who provide the Company with five (5) new Customer referrals within 90 days of subscribing.

4.5 Term Plan

Customers who sign a term contract with the Company for periods outlined below will be eligible for the discounts indicated:

		Minimum	Maximum
4.5.1. Corporate:	12 Months	0%	10%
	24 Months	5%	15%
	36 Months	10%	20%
4.5.2. Residential:	12 Months	0%	10%
	24 Months	5%	15%
	36 Months	10%	20%

4.6 Returned Check Charge

A return check charge in an amount consistent with applicable state law will be assessed 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.

	Minimum	Maximum
A fee will be charged for returned checks. Fee	\$5.00	\$50.00

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

4.7 Econocall Service is the basic long-distance service offered to business and residential Customers. The following charges will apply to all Econocall Service Customers.

	Minimum	Maximum
1. Installation Charge:		Not applicable
2. Monthly Access:	\$0.00	\$5.00
3. Minimum Billing Increment:		1 minute
4. Additional Billing Increment:		whole minutes
5. Per Minute Usage Charges:		

Minimum Intrastate Per Minute Rates:

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
0-10	\$0.0800	\$0.0650	\$0.0600	\$0.0525	\$0.0550	\$0.0525
11-22	\$0.1150	\$0.0750	\$0.0750	\$0.0550	\$0.0550	\$0.0525
23-55	\$0.1400	\$0.1275	\$0.0800	\$0.0850	\$0.0750	\$0.0700
56-124	\$0.1550	\$0.1425	\$0.1100	\$0.1000	\$0.0850	\$0.0800
125-292	\$0.1650	\$0.1525	\$0.1200	\$0.1100	\$0.0950	\$0.0950
293 +	\$0.1750	\$0.1675	\$0.1300	\$0.1200	\$0.1050	\$0.1000

Maximum Intrastate Per Minute Rates:

All Mileage Bands – HITDR

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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

4.7 Econocall Service (Cont'd.)

6. Discounts:

Discounts based on dollar volume are available as follows:

Dollar Volume		Minimum Discount	Maximum Discount
From	To		
\$25.00	\$99.00	0%	5%
\$100.00	\$100.00 +	0%	10%

7. Other:

TDD Discount

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by or to properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communication with hearing or speech impaired persons will receive, upon request, credit on charges for all intrastate toll calls placed between TDDs. The credit will be limited to usage charges and will be given on a subsequent bill.

	Minimum	Maximum
TDD Discount:	10%	50%

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

4.8 Travel Service allows 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.

	Minimum	Maximum
1. Installation Charge:	\$0.00	HITC*
2. Monthly Access:	\$0.00	HITC*
3. Minimum Billing Increment:		30 seconds
4. Additional Billing Increment:		6 seconds
5. Per Minute Usage Charges:		

Mileage Range	Day		Evening		Night	
	MIN	MAX	MIN	MAX	MIN	MAX
All Miles	\$0.0000	HITDR*	\$0.0000	HITDR*	\$0.0000	HITDR*

	Minimum	Maximum
Per call initiation charge:	\$0.00	HITC*
6. Discounts:		Not applicable
7. Other:		Not applicable

* HITC - Highest Interexchange Transporter Charge or Surcharge.

* HITDR - Highest Interexchange Transporter Daytime Rate.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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

4.9 Expanded 800 Service Options

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

Enhanced 800 Features	Install	Change	Monthly
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

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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

4.10 Pre-Paid Call Service is offered at the flat, per-minute rate listed below, twenty-four (24) hours a day, seven days a week.

Maximum

Denomination	Per Minute Rate	Per Call Surcharge	Units Per Minute
Various Increments	HITDR*	HITC*	1 unit per minute

Minimum

Denomination	Per Minute Rate	Per Call Surcharge	Units Per Minute
Various Increments	\$0.0000	\$0.0000	1 unit per minute

Company agrees to refund any amounts remaining on a Pre-paid Call Service calling card upon physical return of the card. Refund will only be issued upon a showing that the service provided by Company has failed to meet either the service requirements set forth in the Commission's rules and regulations, or the general standards of quality applicable to the industry. To qualify for a refund, a user must return the card to Company within 3 months of the original purchase and submit in writing detailed information on the basis for any requested refund. Company will promptly investigate and advise the user as to its findings and disposition.

For consideration of any disputed charges, a user may discuss the dispute with a Company representative, providing detailed information on the basis for any requested adjustment, either verbally or in writing, within 30 days of the date the disputed call is placed.

All federal, state and local taxes (e.g., excise tax, gross receipts tax, sales tax, municipal utilities taxes) are included in the tariffed rates above.

A wholesale discount applies for larger volume commitments, but the end user per minute rate will not vary from the rate specified in the table above.

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

* **HITDR** - Highest Interexchange Transporter Daytime Rate.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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

4.11 Premier Basic Service is offered to Customers who normally bill below \$100 per month. The service is billed at a postalized rate. Billing is in six (6) second increments following a minimum billing duration of thirty (30) seconds.

- | | Minimum | Maximum |
|---|------------|---------|
| 1. Installation Charge: | \$0.00 | \$10.00 |
| 2. Monthly Access: | \$0.00 | \$12.00 |
| 3. Minimum Billing Increment: | 30 seconds | |
| 4. Additional Billing Increment: | 6 seconds | |
| 5. Usage Charges: | | |
| A. Minimum Intrastate Per Minute Rates: | | |

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
All	\$0.1000	\$0.1000	\$0.0800	\$0.0800	\$0.0800	\$0.0800

B. Maximum Intrastate Per Minute Rates:

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
All	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR

- | | |
|---------------|----------------|
| 6. Discounts: | Not applicable |
| 7. Other: | Not applicable |

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

4.12 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.

4.25.1	Installation Charge:	Minimum \$0.00	Maximum HITC
4.25.2	Monthly Access:	\$0.00	HITC
4.25.3	Minimum Billing Increment:	Thirty (30) Seconds	
4.25.4	Additional Billing Increment:	Six (6) Seconds	

4.25.5 Per Minute Rates:

Term Plan		Day Rate <u>Minimum</u>	Evening/Night Rate <u>Minimum</u>
Month-to-Month	(160)	\$0.0000	\$0.0000
One (1) Year Term	(161)	\$0.0000	\$0.0000
Two (2) Year Term	(162)	\$0.0000	\$0.0000
Three (3) Year Term	(163)	\$0.0000	\$0.0000

Term Plan		Day Rate <u>Maximum</u>	Evening/Night Rate <u>Maximum</u>
Month-to-Month	(160)	HITDR	HITDR
One (1) Year Term	(161)	HITDR	HITDR
Two (2) Year Term	(162)	HITDR	HITDR
Three (3) Year Term	(163)	HITDR	HITDR

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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

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

- | | Minimum | Maximum |
|---|----------------|----------------|
| 1. Installation Charge: | Not Applicable | |
| 2. Monthly Access: | \$0.00 | \$10.00 |
| 3. Minimum Billing Increment: | one minute | |
| 4. Additional Billing Increment: | whole minute | |
| 5. Usage Charges: | | |
| A. Minimum Intrastate Per Minute Rates: | | |

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
1-10	\$0.0850	\$0.0750	\$0.0650	\$0.0600	\$0.0550	\$0.0450
11-22	\$0.0600	\$0.0850	\$0.0700	\$0.0650	\$0.0550	\$0.0550
23-55	\$0.0950	\$0.0900	\$0.0750	\$0.0700	\$0.0600	\$0.0550
56-124	\$0.1050	\$0.1000	\$0.0800	\$0.0750	\$0.0650	\$0.0600
125-292	\$0.1150	\$0.1100	\$0.0900	\$0.0850	\$0.0700	\$0.0700
293-430	\$0.1200	\$0.1150	\$0.0900	\$0.0900	\$0.0750	\$0.0700

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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

4.13 Academic Edge, (Cont'd.)

5. Usage Charges:, (cont'd.)

B. Maximum Intrastate Per Minute Rates:

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
All Miles	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR

6. Discounts: Not applicable

7. Other: Not applicable

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

4.14 Private Line Service. This product is offered in the form of discrete intrastate communications facilities which are dedicated to the specific Customer and are billed at fixed monthly rates. Private Line services consist of two components; 1) interexchange service between two of the Company's points of presence, and 2) local access between the Customer's Premise and the Company's point of presence.

1. Interexchange Service Rates

The Customer's monthly recurring interexchange service charges consist of a fixed rate and a per mile charge based on the airline mileage between the Company's points of presence serving the two Customer locations connected via the Private Line Service.

Minimum

(A) Analog Rates - per channel

Mileage	Fixed	Per Mile
1-50	\$50.00	\$2.00
51-101	\$100.00	\$1.00
101-over	\$200.00	\$0.10

(B) Digital Rates (DDS) - per channel

Mileage	Fixed	Per Mile
1-50	\$50.00	\$2.00
51-101	\$100.00	\$1.00
101-over	\$200.00	\$0.10

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

4.14 Private Line Service (Cont'd.)

1. Interexchange Service Rates, (Cont'd.)

(C) T-1.5 Rates - per 24 channels

Mileage	Fixed	Per Mile
1-over	\$450.00	\$4.50

MAXIMUM

- (1) Analog Rates - per channel: HITDR
- (2) Digital Rates (DDS) - per channel: HITDR
- (3) T-1.5 Rates - per 24 channels: HITDR

2. Local Access Rates

Local access service to connect the Customer's premise to the Company's point of presence is charged by the serving local exchange carrier, or other carrier if applicable. These local access charges may be billed directly to the Customer by the local exchange carrier or passed through at cost to the Customer when billed by the Company.

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

4.15 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.

- | | Minimum | Maximum |
|----------------------------------|----------------|----------------|
| 1. Installation Charge: | \$0.00 | HITC* |
| 2. Monthly Access: | \$0.00 | HITC* |
| 3. Minimum Billing Increment: | 30 seconds | |
| 4. Additional Billing Increment: | 6 seconds | |
| 5. Per Minute Usage Charges: | | |

Minimum

Mileage Range	Day	Evening	Night
All Miles	\$0.0000	\$0.0000	\$0.0000

Per call initiation charge: \$0.00

Maximum

Mileage Range	Day	Evening	Night
All Miles	HITDR*	HITDR*	HITDR*

Per call initiation charge: HITC*

- | | |
|---------------|----------------|
| 6. Discounts: | Not applicable |
| 7. Other: | Not applicable |

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

* **HITDR** - Highest Interexchange Transporter Daytime Rate.

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

4.16 Operator Services 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.

(C)

(A) Usage Rates

Minimum Intrastate Usage Charges:

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
1-10	\$0.0600	\$0.0600	\$0.0600	\$0.0525 (D)	\$0.0550 (D)	\$0.0525 (D)
11-22	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0550 (D)	\$0.0525 (D)
23-55	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600
56-70	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600
71-124	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600
125-292	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600
293+	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600

Maximum Intrastate Usage Charges:

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
1-10	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
11-22	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
23-55	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
56-70	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
71-124	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
125-292	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
293+	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR

ISSUED: April 29, 2004

EFFECTIVE: May 15, 2004

ISSUED BY: Senior Manager, Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

(C)

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

4.16 Operator Services (Cont'd.)

(B) Operator Charges:

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

Type Of Service	Charge Per Call		
	Minimum	Maximum	
1. Station to Station			
(a) Customer Dialed Calling Card	\$0.50	HITDR	(C)
(b) Operator Assisted Calling Card (0+)	\$0.50	HITDR	
(c) Operator Assisted Calling Card (0-)	\$0.50	HITDR	
(d) Collect (0+)	\$0.50	HITDR	
(e) Collect (0-)	\$0.50	HITDR	
(f) Third Party (0+)	\$0.50	HITDR	
(g) Third Party (0-)	\$0.50	HITDR	
(h) Sent Paid, Non-Coin	\$0.50	HITDR	(C)
2. Person to Person			
(a) 0+	\$0.50	HITDR	
(b) 0-	\$0.50	HITDR	
(c) 0+/0- Calling Card	\$0.50	HITDR	
3. Busy Line Verification	\$0.50	HITDR	(C)
4. Busy Line Interrupt	\$0.50	HITDR	(C)

ISSUED: April 29, 2004

EFFECTIVE: May 15, 2004

ISSUED BY:

Senior Manager, Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

(C)

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

4.16 Operator Services (Cont'd.)

(C) Property Imposed Fee

BTI may bill the user a Property Imposed Fee on all calls placed from locations where the Subscriber has elected to impose the fee. The Property Imposed Fee is set by the Subscriber in consultation with BTI. The same Property Imposed Fee applies to all calls originating from the same location.

	Minimum	Maximum
Property Imposed Fee:	\$0.00	\$3.00

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

4.17 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.

4.17.1	Per Minute Rate:	
	(A) Minimum Per Minute Rate	\$0.0000
	(B) Maximum Per Minute Rate	HITDR*
4.17.2	Per Call Surcharge:	\$0.00
4.17.3	Minimum Billing Increment	Thirty (30) Seconds
4.17.4	Additional Billing Increment	Six (6) Seconds

* **HITDR** - Highest Interexchange Transporter Daytime Rate.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

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

4.18 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.

4.18.1 Minimum Per Period Usage Rates:

	<u>Monthly Volume*</u>	<u>Outbound Service</u>	<u>Toll Free Service</u>
Dedicated on-net Long Distance (590)	Any	\$0.000	\$0.000
Dedicated on-net Long Distance (591)	\$1000	\$0.000	\$0.000

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

4.18.2 Maximum Per Period Usage Rates:

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

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

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

4.19 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.

4.19.1 Minimum Per Period Usage Rates:

	<u>Monthly Volume*</u>	<u>Outbound Service</u>	<u>Toll Free Service</u>
Switched off-net Long Distance (216)	Any	\$0.000	\$0.000

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

4.19.2 Maximum Per Period Usage Rates:

	<u>Monthly Volume*</u>	<u>Outbound Service</u>	<u>Toll Free Service</u>
Switched off-net Long Distance (216)	Any	HITDR	HITDR

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

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

4.20 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.

4.20.1 Minimum Per Period Usage Rates:

	<u>Monthly Volume*</u>	<u>Outbound Service</u>	<u>Toll Free Service</u>
Switched Long Distance (221)	Any	\$0.000	\$0.000
Switched Long Distance (222)	\$300	\$0.000	\$0.000

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

4.20.2 Maximum Per Period Usage Rates:

	<u>Monthly Volume*</u>	<u>Outbound Service</u>	<u>Toll Free Service</u>
Switched Long Distance (221)	Any	HITDR	HITDR
Switched Long Distance (222)	\$300	HITDR	HITDR

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

SECTION 5 – GRANDFATHERED SERVICES

5.1 Association Discount*

Commercial Association members who subscribe to any of the Company's services will receive a discount on the member's regular monthly statement based on the collective toll (day, evening, or night) usage billings of all Association members. The discount will be in accordance with the schedule shown below.

Collective Billing Amount		Volume Discount	
From	To	MIN	MAX
\$10,000	\$49,999	0%	5%
\$50,000	\$74,999	0%	5%
\$75,000	\$99,999	0%	10%
\$100,000	Over	0%	10%

The applicable processing fee for new customers will be waived for Association members who become Company Customers.

Monthly service charges, access charges or other applicable charges will remain in effect.

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.2 Bottom Line*

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.

- 5.2.1** Installation Charge: Not Applicable
- 5.2.2** Monthly Access: \$0.00
- 5.2.3** Minimum Billing Increment: Thirty (30) Seconds
- 5.2.4** Additional Billing Increment: Six (6) Seconds

5.2.5 Per Minute Rates:

Term Plan

		Minimum Switched Rate	Maximum Switched Rate
One (1) Year Term	(370)	\$0.000	HITDR
Two (2) Year Term	(371)	\$0.000	HITDR
Three (3) Year Term	(372)	\$0.000	HITDR

- 5.2.6** Minimum Monthly Billing \$100.00

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

** **HITDR** - Highest Interexchange Transporter Daytime Rate.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.3 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 and the cancellation provisions found in Section 5.3.7 apply. 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.

	Minimum	Maximum
1. Installation Charge:	\$0.00	HITC
2. Monthly Access:	\$0.00	HITC
3. Minimum Billing Increment:	30 seconds	
4. Additional Billing Increment:	6 seconds	
5. Per Minute Usage Charges:		

ONE YEAR TERM MONTHLY COMMITMENT	RATE PER MINUTE			
	Minimum Switched Access (373)	Maximum Switched Access (373)	Minimum Dedicated Access (773)	Maximum Dedicated Access (773)
Less than \$5	\$0.0000	HITDR	\$0.0000	HITDR
\$5.00 - \$9.99	\$0.0000	HITDR	\$0.0000	HITDR
\$10.00 - \$14.99	\$0.0000	HITDR	\$0.0000	HITDR
\$15.00 - \$19.99	\$0.0000	HITDR	\$0.0000	HITDR
\$20.00 - \$24.99	\$0.0000	HITDR	\$0.0000	HITDR
\$25.00 - \$29.99	\$0.0000	HITDR	\$0.0000	HITDR
\$30.00 - \$34.99	\$0.0000	HITDR	\$0.0000	HITDR
\$35.00 - \$39.99	\$0.0000	HITDR	\$0.0000	HITDR
\$40.00 - \$44.99	\$0.0000	HITDR	\$0.0000	HITDR
\$45.00 - \$49.99	\$0.0000	HITDR	\$0.0000	HITDR
\$50.00 - \$54.99	\$0.0000	HITDR	\$0.0000	HITDR
\$55.00 +	\$0.0000	HITDR	\$0.0000	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.3 Business Connections Long Distance*, (Cont'd.)

5. Per Minute Usage Charges:, (cont'd.)

TWO YEAR TERM MONTHLY COMMITMENT	RATE PER MINUTE			
	Minimum Switched Access (374)	Maximum Switched Access (374)	Minimum Dedicated Access (375)	Maximum Dedicated Access (775)
Less than \$5	\$0.0000	HITDR	\$0.0000	HITDR
\$5.00 - \$9.99	\$0.0000	HITDR	\$0.0000	HITDR
\$10.00 - \$14.99	\$0.0000	HITDR	\$0.0000	HITDR
\$15.00 - \$19.99	\$0.0000	HITDR	\$0.0000	HITDR
\$20.00 - \$24.99	\$0.0000	HITDR	\$0.0000	HITDR
\$25.00 - \$29.99	\$0.0000	HITDR	\$0.0000	HITDR
\$30.00 - \$34.99	\$0.0000	HITDR	\$0.0000	HITDR
\$35.00 - \$39.99	\$0.0000	HITDR	\$0.0000	HITDR
\$40.00 - \$44.99	\$0.0000	HITDR	\$0.0000	HITDR
\$45.00 - \$49.99	\$0.0000	HITDR	\$0.0000	HITDR
\$50.00 - \$54.99	\$0.0000	HITDR	\$0.0000	HITDR
\$55.00 +	\$0.0000	HITDR	\$0.0000	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.3 Business Connections Long Distance*, (Cont'd.)

5. Per Minute Usage Charges:, (cont'd.)

THREE YEAR TERM MONTHLY COMMITMENT	RATE PER MINUTE			
	Minimum Switched Access (375)	Maximum Switched Access (375)	Minimum Dedicated Access (775)	Maximum Dedicated Access (775)
Less than \$5	\$0.0000	HITDR	\$0.0000	HITDR
\$5.00 - \$9.99	\$0.0000	HITDR	\$0.0000	HITDR
\$10.00 - \$14.99	\$0.0000	HITDR	\$0.0000	HITDR
\$15.00 - \$19.99	\$0.0000	HITDR	\$0.0000	HITDR
\$20.00 - \$24.99	\$0.0000	HITDR	\$0.0000	HITDR
\$25.00 - \$29.99	\$0.0000	HITDR	\$0.0000	HITDR
\$30.00 - \$34.99	\$0.0000	HITDR	\$0.0000	HITDR
\$35.00 - \$39.99	\$0.0000	HITDR	\$0.0000	HITDR
\$40.00 - \$44.99	\$0.0000	HITDR	\$0.0000	HITDR
\$45.00 - \$49.99	\$0.0000	HITDR	\$0.0000	HITDR
\$50.00 - \$54.99	\$0.0000	HITDR	\$0.0000	HITDR
\$55.00 +	\$0.0000	HITDR	\$0.0000	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.3 Business Connections Long Distance*, (Cont'd.)

6. Discounts:

Family Values Discount - Family Values Discount Program is available to Customers of Business Connections Long Distance. Customers enroll in the program by offering the Company's Home Plus long distance service to the Customer's employees. The Customer receives a credit on the Business Connection invoice equivalent to 5% of the total aggregate usage of the employees. Sign up forms for both the Customer and the employees must be completed and returned to the Company.

7. Other:

The Monthly Commitment shown in the Term Tables as provided in Section 5.3.5 above is the amount the Customer agrees to at the time of signing the term plan. The Customer will be given the chance to sign a new term commitment plan at a higher or lower monthly commitment level at expiration of the term plan.

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.4 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. There is an interstate monthly recurring charge associated with this product. Customers must sign a one year term plan for this product.

5.4.1 Per Minute Rate

	Minimum	Maximum
1+ Outbound Service	\$0.0000	HITDR
Inbound Toll Free	\$0.0000	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.5 Corporate Connections 272* (272)

Corporate Connections 272 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.

5.5.1 Minimum Per Minute Rate

1+ Outbound Service:	\$0.0000
Inbound Toll Free Service:	\$0.0000

5.5.2 Maximum Per Minute Rate

1+ Outbound Service:	HITDR
Inbound Toll Free Service:	HITDR

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.6 Corporate Connections*

Corporate Connections is a combined outbound and inbound service designed for business Customers that subscribe to BTI service within the eligibility period specified below. 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. Three-year term plan customers also must commit to \$500 in monthly volume to be eligible for the reduced rate.

5.6.1 Per Minute Rates - One Year Term Plan:

		Minimum	Maximum
1+ Outbound Service	(165)	\$0.0000	HITDR
Inbound Toll Free	(165)	\$0.0000	HITDR

5.6.2 Per Minute Rates - Three Year Term Plan:

		Minimum	Maximum
1+ Outbound Service	(166)	\$0.0000	HITDR
Inbound Toll Free	(166)	\$0.0000	HITDR

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.7 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.

5.7.1 Minimum Per Minute Rate

1+ Outbound Service	\$0.0000
Inbound Toll Free	\$0.0000

5.7.2 Maximum Per Minute Rate

1+ Outbound Service	HITDR
Inbound Toll Free	HITDR

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.8 Corporate Edge*

Corporate Edge is a combined outbound and inbound service designed for business Customers. Business Customers 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. 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.

5.8.1 One Year Term Plan (175):

(A) Minimum Per Minute Rates

Monthly Volume	\$0.00 - \$500.00	\$501.00 - \$1,000.00	\$1,001.00 - \$1,500.00	\$1,501.00 +
Per Minute Rate	\$0.0000	\$0.0000	\$0.0000	\$0.0000

(B) Maximum Per Minute Rates

Monthly Volume	\$0.00 - \$500.00	\$501.00 - \$1,000.00	\$1,001.00 - \$1,500.00	\$1,501.00 +
Per Minute Rate	HITDR	HITDR	HITDR	HITDR

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.8 Corporate Edge*, (Cont'd.)

5.8.2 Three Year Term Plan (176):

(A) Minimum Per Minute Rates

Monthly Volume	\$0.00 - \$500.00	\$501.00 - \$1,000.00	\$1,001.00 - \$1,500.00	\$1,501.00 +
Per Minute Rate	\$0.0000	\$0.0000	\$0.0000	\$0.0000

(B) Maximum Per Minute Rates

Monthly Volume	\$0.00 - \$500.00	\$501.00 - \$1,000.00	\$1,001.00 - \$1,500.00	\$1,501.00 +
Per Minute Rate	HITDR	HITDR	HITDR	HITDR

5.8.3 Termination Penalty

Termination penalty will be governed by contract.

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.9 Corporate Edge Dedicated*

Corporate Edge Dedicated is a combined outbound and inbound service designed for Business Customers. Customers must sign a one year or three 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.

5.9.1 Per Minute Rates - One Year Term Plan:

1+ Outbound Service:	(776)	\$0.0000
Inbound Toll Free Service:	(776)	\$0.0000

5.9.2 Per Minute Rates - Three Year Term Plan:

1+ Outbound Service:	(777)	HITDR
Inbound Toll Free Service:	(777)	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.10 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.

5.10.1 Minimum Per Minute Rate

1+ Outbound Service	\$0.0000
Inbound Toll Free	\$0.0000

5.10.2 Maximum Per Minute Rate

1+ Outbound Service	HITDR
Inbound Toll Free	HITDR

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.11 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.

5.11.1 Minimum Per Minute Rate

1+ Outbound Service	\$0.0000
Inbound Toll Free	\$0.0000

5.11.2 Maximum Per Minute Rate

1+ Outbound Service	HITDR
Inbound Toll Free	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.12 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.

5.12.1 Minimum Per Minute Rate

1+ Outbound Service	\$0.0000
Inbound Toll Free	\$0.0000

5.12.2 Maximum Per Minute Rate

1+ Outbound Service	HITDR
Inbound Toll Free	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.13 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.

- 5.13.1** Installation Charge: Not Applicable
- 5.13.2** Monthly Access: \$0.00
- 5.13.3** Minimum Billing Increment: Thirty (30) Seconds
- 5.13.4** Additional Billing Increment: Six (6) Seconds
- 5.13.5** Per Minute Rates:

1+ Outbound Services:

		Minimum Rate:	Maximum Rate:
One (1) Year Term	(198)	\$0.000	HITDR
Two (2) Year Term	(199)	\$0.000	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.14 Global Connections* (178)

Global Connections is a service offering discounted intrastate rates for business Customers who presubscribe to the service. Calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Customers must sign a one (1) year term plan to be eligible for this promotion. Intrastate service is offered in conjunction with interstate service. There is an interstate monthly recurring charge associated with this product.

5.14.1 Per Minute Rates - One Year Term Plan:

	Minimum	Maximum
1+ Outbound Service	\$0.0000	HITDR
Inbound Toll Free	\$0.0000	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.15 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. There is no monthly minimum usage requirement or monthly recurring charges.

	Minimum	Maximum
1. Installation Charge:		Not applicable
2. Monthly Access:	\$0.00	HITC
3. Minimum Billing Increment:		One minute
4. Additional Billing Increment:		One minute
5. Per Minute Usage Charges:		

<u>Mileage Range</u>	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
All Miles	\$0.0000	HITDR	\$0.0000	HITDR

6. Discounts:	Not applicable
7. Other:	Not applicable

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.16 Home Plus 100* (285)

Home Plus 100 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. There is no monthly minimum usage requirement or monthly recurring charges. Customers receive a one-time bonus of the first one hundred (100) minutes of off-peak domestic usage (excluding directory assistance) for \$1.00. The following per minute rates apply to peak and off-peak thereafter.

1. Installation Charge: \$0.00
2. Monthly Access: \$0.00
3. Minimum Billing Increment: whole minute
4. Additional Billing Increment: whole minute
5. Per Minute Usage Charges:

<u>Per Minute Usage Rates</u>	<u>Outbound Rate Per Minute</u>			
	<u>Minimum Peak</u>	<u>Minimum Off Peak</u>	<u>Maximum Peak</u>	<u>Maximum Peak</u>
All Miles	\$0.000	\$0.000	HITDR	HITDR

6. Discounts: Not applicable
7. Other: Not applicable

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.16 Home Plus Toll Free*

Home Plus Toll Free is an inbound 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. There are no minimum monthly volume commitments. The following recurring and per minute rates apply.

1.	Installation Charge:	\$0.00			
			<u>Minimum Charge:</u>	<u>Maximum Charge</u>	
2.	Monthly Access:	\$0.00		HITC	
3.	Minimum Billing Increment:	whole minute			
4.	Additional Billing Increment:	whole minute			
5.	Per Minute Usage Charges:				
			<u>Outbound Rate Per Minute</u>		
			Minimum	Minimum	Maximum
			<u>Peak</u>	<u>Off Peak</u>	<u>Peak</u>
	<u>Per Minute Usage Rates</u>				
	All Miles	\$0.000	\$0.000	HITDR	HITDR
6.	Discounts	Not applicable			
7.	Other:	Not applicable			

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.17 International Heritage* (186)

International Heritage 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.

5.17.1 Per Minute Usage Charges:

A. Minimum Usage Charges:

Mileage Range	Day	Evening	Night
All Miles	\$0.0000	\$0.0000	\$0.0000

B. Maximum Usage Charges:

Mileage Range	Day	Evening	Night
All Miles	HITDR	HITDR	HITDR

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.18 Millennium Service* (171)

Millennium Service Promotion is a combined outbound and inbound switched service designed exclusively for new Business Customers in which the majority of their long distance traffic is interstate. 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 term plan for this product. Intrastate service is offered in conjunction with interstate service. There is an interstate monthly recurring charge associated with this promotion.

5.18.1 Minimum Per Minute Rate

1+ Outbound Service	\$0.0000
Inbound Toll Free	\$0.0000

5.18.2 Maximum Per Minute Rate

1+ Outbound Service	HITDR
Inbound Toll Free	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.19 PhonePlus Switched Access Service*

PhonePlus Switched Access Service 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 thirty (30) seconds. 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.

- | | Minimum | Maximum |
|----------------------------------|----------------|----------------|
| 1. Installation Charge: | \$0.00 | HITC |
| 2. Monthly Access: | \$0.00 | HITC |
| 3. Minimum Billing Increment: | 30 seconds | |
| 4. Additional Billing Increment: | 6 seconds | |
| 5. Usage Charges: | | |

Monthly Revenue Commitment	Outbound/Inbound Rate per Minute	
	Minimum	Maximum
\$0-\$1,000 (367)	\$0.0000	HITDR
\$1,001-\$5,000 (368)	\$0.0000	HITDR
\$5,001-over (369)	\$0.0000	HITDR

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.19 PhonePlus Switched Access Service*, (Cont'd.)

6. Discounts: (367, 368, 369)

Monthly Revenue Commitment	Term Discount					
	1 Year		2 Year		3 Year	
	MIN	MAX	MIN	MAX	MIN	MAX
\$100-\$1,000	1%	15%	5%	20%	5%	25%
\$1,001-\$5,000	1%	15%	5%	20%	5%	25%
\$5,001-over	1%	15%	5%	20%	5%	25%

7. Other:

Customers will be billed the difference between the actual usage and the minimum revenue commitment if the minimum revenue commitment is not achieved on an annualized basis. Customers who cancel the service before the end of the term commitment will be billed \$100 multiplied by the number of months remaining on the term plan.

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.20 Premier 1 Plus Service*

Premier 1 Plus Service is a combined WATS/800 service for large volume users provided through switched access.

	Minimum	Maximum
1. Installation Charge:	\$0.00	HITC
2. Monthly Access:	\$0.00	HITC
3. Minimum Billing Increment:		30 seconds
4. Additional Billing Increment		6 seconds
5. Per Minute Usage Charges:		
A. Intrastate/InterLATA Per Minute Rates:		

	<u>Rate</u>	
<u>Usage Range</u>	<u>Minimum</u>	<u>Maximum</u>
\$0-500	\$0.0000	HITDR
\$501-1,500	\$0.0000	HITDR
\$1,501+	\$0.0000	HITDR

B. Outgoing/IntraLATA Per Minute Rates:

	<u>Rate</u>	
<u>Mileage Range</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0000	HITDR

6. Discounts:	Not applicable
7. Other:	Not applicable

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.21 PhonePlus Dedicated Access Service*

PhonePlus Dedicated Access Service 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 thirty (30) seconds. Service is provided over customer-provided dedicated access facilities. Per minute usage charges are based on monthly volume commitments and annual term plans as set forth below. Travel service and international service combines with outbound and inbound PhonePlus Service to satisfy the volume commitment. Volume commitment is calculated before term commitment.

	Minimum	Maximum
1. Installation Charge:	\$0.00	HITC
2. Monthly Access:	\$0.00	HITC
3. Minimum Billing Increment:		30 seconds
4. Additional Billing Increment:		6 seconds
5. Usage Charges:		
Minimum:		
	<u>Outbound/Inbound Rate Per Minute</u>	
<u>Monthly Revenue Commitment</u>	<u>Peak</u>	<u>Off-Peak</u>
\$1,000-\$10,000 (760)	\$0.000	\$0.000
\$10,000-over (761)	\$0.000	\$0.000
Maximum:	HITDR	HITDR

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.21 PhonePlus Dedicated Access Service*, (Cont'd.)

6. Discounts: (760, 761)

Monthly Revenue Commitment	Term Discount					
	1 Year		2 Year		3 Year	
	MIN	MAX	MIN	MAX	MIN	MAX
\$1,000-\$10,000	1%	5%	5%	10%	5%	15%
\$10,000-over	1%	5%	5%	10%	5%	15%

7. Other:

Customers will be billed the difference between the actual usage and the minimum volume commitment if the minimum volume commitment is not achieved on an annualized basis. Customers who cancel the service before the end of the term commitment will be billed the minimum monthly volume commitment for each month remaining on the term plan.

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.22 Premier Direct Service* (720)

Premier Direct Service is designed for large volume long distance users needing dedicated T-1 services. Installation and monthly access may be provided by the local exchange carrier at their interstate special tariffed rates. At locations where Company facilities exist, access may be provided in units equivalent to 1/24th of a T-1 access facility. Installation charges and monthly access rates for this service will be charged by the Company in accordance with its interstate rates.

	Minimum	Maximum
1. Installation Charges		
A. Set Up:	\$00.00	HITC
B. Customer Service		
Unit Installation:	\$00.00	HITC
(Customer Service Unit is a diagnostic unit which permits off-site testing of the customer's lines.)		
2. Monthly Charges:		
A. Monthly Service Charge:	\$00.00	HITC
B. Customer Service Unit		
Monthly Charge:	\$00.00	HITC
3. Minimum Billing Increment:	18 seconds	
4. Additional Billing Increment:	6 seconds	

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.22 Premier Direct Service* (720), (Cont'd.)

5. Usage Charges:

Intrastate/InterLATA Per Minute Rates:

Usage Range	Incremental Rate	
	MIN	MAX
\$0-1,500	\$0.0000	HITDR
\$1,501-2,500	\$0.0000	HITDR
\$2,501-5,000	\$0.0000	HITDR
\$5,001-7,500	\$0.0000	HITDR
\$7,500+	\$0.0000	HITDR
Evening, Night & Weekend Hours	\$0.0000	HITDR

- 6. Discounts:** Not applicable
7. Other: Not applicable

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.23 Premier Residential Service* (260)

	Minimum	Maximum
1. Installation Charge:		Not applicable
2. Monthly Access:	\$0.00	HITDR
3. Minimum Billing Increment:		30 seconds
4. Additional Billing Increment:		6 seconds
5. Per Minute Usage Charges:		

Intrastate/ IntraLATA

	Minimum	Maximum
Day:	\$0.0000	HITDR
Evening:	\$0.0000	HITDR
Night:	\$0.0000	HITDR

Access will be on a 1+ or dial up basis depending upon availability in the local service area.

6. Discounts:	Not applicable
7. Other:	Not applicable

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.24 Premier WATS I* (241)

- | | Minimum | Maximum |
|---|----------------|----------------|
| 1. Installation Charge: | | Not applicable |
| 2. Monthly Access: | \$0.00 | HITC |
| 3. Minimum Billing Increment: | | 30 seconds |
| 4. Additional Billing Increment | | 6 seconds |
| 5. Usage Charges: | | |
| A. Intrastate/InterLATA Per Minute Rates: | | |

Mileage Range	Day		Evening		Night	
	MIN	MAX	MIN	MAX	MIN	MAX
All Miles	\$0.0000	HITDR	\$0.0000	HITDR	\$0.0000	HITDR

B. Intrastate/IntraLATA Per Minute Rates:

Mileage Range	Day		Evening		Night	
	MIN	MAX	MIN	MAX	MIN	MAX
All Miles	\$0.0000	HITDR	\$0.0000	HITDR	\$0.0000	HITDR

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.24 Premier WATS I* (241), (Cont'd.)

6. Discounts: Applies to interstate and intrastate calls.

Dollar Volume		Incremental Discount	
From	To	MIN	MAX
\$0.00	\$100.00	0%	5%
\$200.00	\$1,000.00	5%	10%
\$1,001.00	over	10%	20%

7. Discounts: Applies to interstate and intrastate calls.

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.25 Premier WATS II* (201)

- | | Minimum | Maximum |
|---|----------------|-----------------|
| 1. Installation Charge: | | Not applicable. |
| 2. Monthly Access: | \$0.00 | \$15.00 |
| 3. Minimum Billing Increment: | | 30 seconds. |
| 4. Additional Billing Increment | | 6 seconds. |
| 5. Usage Charges: | | |
| A. Intrastate/InterLATA Per Minute Rates: | | |

Mileage Range	Day		Evening		Night	
	MIN	MAX	MIN	MAX	MIN	MAX
All Miles	\$0.0825	HITDR	\$0.1100	HITDR	\$0.0835	HITDR

B. Intrastate/IntraLATA Per Minute Rates:

Mileage Range	Day		Evening		Night	
	MIN	MAX	MIN	MAX	MIN	MAX
All Miles	\$0.1100	HITDR	\$0.1100	HITDR	\$0.1100	HITDR

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.25 Premier WATS II*(201), (Cont'd.)

6. Discounts:
Applies to interLATA and intraLATA calls.

Dollar Volume		Incremental Discount	
From	To	MIN	MAX
\$0.00	\$100.00	0%	5%
\$101.00	\$500.00	0%	10%
\$501.00	\$1,500.00	5%	15%
\$1,501.00	\$5,000.00	10%	20%
\$5,001.00	\$5,001.00 +	15%	30%

7. Other: Not applicable.

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.26 BTI Purchasable Discount Plan*

BTI's Purchasable Discount Plan allows the new Business Customer who subscribe to BTI Corporate Connections switched service the option to receive a 10% discount on all interstate and intrastate calls for a one time fee of one hundred (\$100.00) dollars, good for one year. The discount plan is only available to new switched customers and does not apply to international calls or other BTI services.

The Interstate monthly recurring fee associated with the Corporate Connection product still applies.

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.27 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.

5.27.1 Installation Charge: Not Applicable

5.27.2 Monthly Access: \$0.00

5.27.3 Minimum Billing Increment: Thirty (30) Seconds

5.27.4 Additional Billing Increment: Six (6) Seconds

5.27.5 Per Minute Rates:

		<u>Minimum</u>	
<u>Term Plan</u>		<u>Switched Rate</u>	<u>Dedicated Rate</u>
One (1) Year Term	(195/595)	\$0.0000	\$0.0000
Two (2) Year Term	(196/596)	\$0.0000	\$0.0000
Three (3) Year Term	(197/597)	\$0.0000	\$0.0000

		<u>Maximum</u>	
<u>Term Plan</u>		<u>Switched Rate</u>	<u>Dedicated Rate</u>
One (1) Year Term	(195/595)	HITDR	HITDR
Two (2) Year Term	(196/596)	HITDR	HITDR
Three (3) Year Term	(197/597)	HITDR	HITDR

5.27.6 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 4.60 of this tariff.

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.28 Residential Connections (377)*

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.

5.28.1 Per Minute Rates:

	Per Minute Rate	
	Minimum	Maximum
Day	\$0.0000	HITDR
Evening	\$0.0000	HITDR
Night/Weekend	\$0.0000	HITDR

5.28.2	Monthly Recurring Charge	Minimum	Maximum
		\$0.00	HITC

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.29 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.

1. Installation Charge: \$0.00
2. Monthly Access: \$0.00
3. Minimum Billing Increment: 18 seconds
4. Additional Billing Increment: 6 seconds
5. Per Minute Usage Charges:

<u>Per Minute Usage Rates</u>	<u>Outbound/Inbound Rate Per Minute</u>			
	<u>Minimum Peak</u>	<u>Maximum Peak</u>	<u>Minimum Off Peak</u>	<u>Maximum Off-Peak</u>
Outbound	\$0.000	HITDR	\$0.000	HITDR
Inbound	\$0.000	HITDR	\$0.000	HITDR

6. Discounts: Not applicable
7. Other: Not applicable

* - Grandfathered to existing Customers at existing locations.

ISSUED: December 23, 2003

EFFECTIVE: February 21, 2004

ISSUED BY:

Director of Regulatory Affairs
4300 Six Forks Road
Raleigh, North Carolina 27609

PAo0322

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.30 Travel Service Plus 159*(159)

Travel Service Plus 159 allows Customers to initiate calls anywhere within Pennsylvania by 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. Calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Intrastate service is only offered in conjunction with interstate and international service. An interstate monthly recurring charge is associated with this product.

5.30.1 Per Minute Usage Charges:

A. Minimum Usage Charges:

Mileage Range	Day	Evening	Night
All Miles	\$0.0000	\$0.0000	\$0.0000

B. Maximum Usage Charges:

Mileage Range	Day	Evening	Night
All Miles	HITDR	HITDR	HITDR

5.30.2 Per Call Initiation Charge:	<u>Minimum</u>	<u>Maximum</u>
	\$0.00	HITC

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – GRANDFATHERED SERVICES, (CONT'D.)

5.31 Premier 1 WATS Service*(220)

- | | Minimum | Maximum |
|----------------------------------|----------------|----------------|
| 1. Installation Charge: | | Not applicable |
| 2. Monthly Access: | \$0.00 | HITC |
| 3. Minimum Billing Increment: | | 30 seconds |
| 4. Additional Billing Increment: | | 6 seconds |
| 5. Per Minute Usage Charges: | | |
| A. InterLATA calling: | | |

Collective Billing Amount		Volume Discount	
From	To	MIN	MAX
\$0	\$500	\$0.0000	HITDR
\$501	\$1,500	\$0.0000	HITDR
\$1,501	\$1,501 +	\$0.0000	HITDR

B. IntraLATA calling:

- | | Minimum | Maximum |
|-------------|----------------|----------------|
| Per minute: | \$0.0000 | HITDR |

IntraLATA calling will apply toward the volume discounts outlined above in subparagraph A. The calling timing provisions outlined in paragraphs 3 and 4 also apply. Access will be on a 1+ or dial up basis depending upon availability in the local service area.

- | | |
|---------------|----------------|
| 6. Discounts: | Not applicable |
| 7. Other: | Not applicable |

* - Grandfathered to existing Customers at existing locations.

SECTION 5 – 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

ISSUED: May 14, 2008

EFFECTIVE: May 15, 2008

ISSUED BY:

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