

BUSINESS TELECOM, INC.

REGULATIONS AND SCHEDULE OF CHARGES

Applicable to the Providing of

**FACILITIES-BASED
INTEREXCHANGE TOLL SERVICES**

**In
The Commonwealth of Pennsylvania**

Issued: April 29, 2004

Effective: May 15, 2004

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

(C)

LIST OF MODIFICATIONS

Supplement No. 7 Modifications

7 th Revised Page 2	Updates the Check Sheet
2 nd Revised Page 27	Revises text to refer to calling card, instead of credit card, billed calls.
2 nd Revised Page 28	Adds Customer Dialed, Operator Must Assist; Sent Paid, Non-Coin; Busy Line Verification and Busy Line Interrupt to list of Operator Service surcharges. Person-to-Person Automated and Operator Assisted call types and rates have also been consolidated.

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CHANGE SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title			20.6	Original		39	1 st Rev.
2	7 th Rev.	*	20.7	Original		40	1 st Rev.
2.1	Original		20.8	Original		41	1 st Rev.
3	1 st Rev.		20.9	Original		42	Original
4	2 nd Rev.		20.10	Original		43	1 st Rev.
4.1	Original		20.11	Original		44	1 st Rev.
5	Original		20.12	Original		45	2 nd Rev.
6	Original		20.13	Original		46	2 nd Rev.
7	Original		20.14	1 st Rev.		47	2 nd Rev.
8	Original		20.15	Original		48	1 st Rev.
9	Original		20.16	Original		49	1 st Rev.
10	1 st Rev.		21	Original		50	Original
11	1 st Rev.		22	Original		51	1 st Rev.
12	1 st Rev.		23	Original		52	1 st Rev.
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17	1 st Rev.		30	1 st Rev.		59	Original
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19	1 st Rev.		32	1 st Rev.		61	Original
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20.3	Original		36	1 st Rev.		65	Original
20.4	Original		37	1 st Rev.		66	Original
20.5	Original		38	1 st Rev.		67	Original

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

BILLING AGENTS

None

EXPLANATION OF SYMBOLS

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

APPLICATION OF TARIFF

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

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

Issued: April 22, 2002
Issued By:

Anthony M. Copeland
Executive Vice President/General Counsel
4300 Six Forks Road
Raleigh, North Carolina 27609

Effective: April 23, 2002

PAi0101

SECTION 1.0 - DEFINITIONS AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

HITC - Highest Interexchange Transporter Charge or Surcharge

HITDR - Highest Interexchange Transporter Daytime Rate

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

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

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

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

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

PPUC - Pennsylvania Public Utility Commission

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

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of BTI

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

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

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

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

2.2 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.

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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.

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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;

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

2.5 Limitations, (Cont'd.)

2.5.4 (cont'd.)

- (E)** changes in any of the facilities, operations or procedures of the Customer that render any equipment, facilities or service provided by the Company obsolete or require modification or alteration of such equipment, facilities or service or otherwise affect its use or performance;
- (F)** any intentional, wrongful act of a the Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.
- (G)** any representations made by the Company employees that do not comport or are inconsistent with the provisions herein;
- (H)** any non-completion of calls due to network busy conditions; and
- (I)** any calls not actually attempted to be completed during any period that Service is unavailable.

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

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

2.6 Indemnification

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

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

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

2.7 Payment Arrangements

2.7.1 Payment for Service

- (A) The requirements listed below apply to all Customers of the Company. See Section 2.7.3 for special payment arrangements applicable to Residential and Student Customers.
- (B) The Customer is responsible for payment of all Services and facilities, including, calls or Service originated at the Customer's number(s), originated by use of calling cards or the Company assigned special billing numbers, and for all installation charges, special charges and surcharges, recurring monthly fees assessed by authorized regulatory agencies or third parties from whom the Company obtains facilities to provide the Services, and all excise, sales, use or similar taxes imposed by any local, state or federal government, including assessments for government-initiated social objectives.
- (C) The Customer shall not attempt to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, including, but not limited to, rearranging, tampering with, or making connections not authorized by the Company to any Service or component used to furnish Service, or using Toll Free Service with the intent of gaining access to a the Customer's outbound calling capabilities on an unauthorized basis.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.1 Payment for Service, (cont'd.)

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

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

2.7 Payment Arrangements, (Cont'd.)

2.7.2 Billing and Collection of Charges

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.

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

2.7 Payment Arrangements, (Cont'd.)

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

- (D)** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (F)** If any portion of the payment is not received by the Company by the due date printed on the invoice, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge of 1.0% per month for residential Customers and 1.5% per month for business Customers shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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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.

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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.

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

2.9 Service Changes

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

- 2.9.1** installation charges for the service provided at the new location;
- 2.9.2** any out of pocket costs incurred by the Company as a result of the termination of the Services(s) either as a result of a move or a change; and/or
- 2.9.3** any increase in rates allowed by applicable law.

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

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

2.10 Interruption of Service

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

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

"A" = Outage time in hours.

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

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

2.11 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.

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

2.13 Cancellation of Service, (Cont'd.)

2.13.2 Cancellation by the Customer without Cause

The Customer's rates and discounts, if any, are provided to the Customer in exchange for the Customer's commitment to obtain the Services for the agreed upon term of the Term Plan Agreement. If the Customer terminates all or any part of the Services obtained under the Term Plan Agreement prior to the expiration of the Initial Term or any Renewal Term then in effect for any reason other than Cause (as set forth in the following 2.13.3 below, then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for liquidated damages, and not as a penalty, an amount equal to the sum of all of the following that apply to the Service(s) terminated by the Customer;

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

(Some material on this page has been moved from page 13)

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.

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

2.13 Cancellation of Service, (Cont'd.)

2.13.4 Cancellation by the Company

- (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.

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(Material on this page has been moved from Page 13)

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.

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

2.21 Designation of Company Contact

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

2.22 Disputes

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

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

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

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SECTION 3.0 - SERVICE DESCRIPTION AND RATES

3.1 General

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

3.2 Timing of Calls

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

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

There is no billing applied for incomplete calls.

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

TIMES	MON	TUES	WED	THURS	FRI	SAT	SUN
8:00 AM to 5:00 PM*	Daytime Period						
5:00 PM to 11:00 PM*	Evening Period						Eve.
11:00 PM to 8:00 AM*	Night/Weekend Period						

* - to but not including

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

3.2 Timing of Calls, (Cont'd.)

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

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

* - to but not including

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

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

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

3.3 Calculation of Distance

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

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

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

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

3.4 Econocall Service

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

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

Intrastate Per Minute Rates:

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

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

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

3.5 Travel Service (980)

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

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

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

3.6 Travel Service Plus (981)

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

3.6.1 Installation Charge: Not Applicable

3.6.2 Monthly Access: \$0.00

3.6.3 Minimum Billing Increment: Thirty (30) Seconds

3.6.4 Additional Billing Increment: Six (6) Seconds

3.6.5 Per Minute Rates:

Usage Range:

Day

Evening

Night/Weekend

Intrastate/IntraLATA Rate:

\$0.2700

\$0.2700

\$0.2700

3.6.6 Per Call Initiation Fee \$0.25

(C)

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

3.7 Operator Services

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

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3.7.1 BTI Operator Assisted Intrastate Service

(A) Per Minute Operator Service Charges

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

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

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

3.7 Operator Services, (Cont'd.)

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

(B) Per Call Service Charges:

Type of Service	Charge Per Call	
Customer Dialed Calling Card Station		
Customer Dialed, Automated	\$0.80	
Customer Dialed, Operator Assisted	\$1.75	
Customer Dialed, Operator Must Assist	\$0.80	(C)
Operator Dialed Calling Card Station	\$1.75	
Operator Station		
Collect, Automated	\$1.75	
Collect, Operator Assisted	\$2.50	
Billed to a Third Party, Automated	\$1.75	
Billed to a Third Party, Operator Assisted	\$2.50	
Sent Paid, Non-Coin	\$1.75	(C)
Person-to-Person	\$4.25	(C)
Busy Line Verification	\$4.00	(C)
Busy Line Interrupt	\$4.00	(C)
Public Payphone Surcharge	\$0.30	

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

3.7 Operator Services, (Cont'd.)

3.7.2 [Reserved for Future Use]

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Issued: July 1, 2003

Effective: July 2, 2003

Issued By:

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

PAf0302

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

3.7 Operator Services, (Cont'd.)

3.7.2 [Reserved for Future Use]

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Issued: July 1, 2003

Effective: July 2, 2003

Issued By:

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

PAf0302

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

3.7 Operator Services, (Cont'd.)

3.7.2 [Reserved for Future Use]

(C)

(C)

Issued: July 1, 2003

Effective: July 2, 2003

Issued By:

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

PAf0302

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

3.7 Operator Services, (Cont'd.)

3.7.2 [Reserved for Future Use]

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(C)

Issued: July 1, 2003

Effective: July 2, 2003

Issued By:

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

PAf0302

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

3.7 Operator Services, (Cont'd.)

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

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(C)

Issued: July 1, 2003

Effective: July 2, 2003

Issued By:

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

PAf0302

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

3.8 [Reserved for Future Use]

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

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

3.9 Personal 800 Service

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

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

3.9.5 Per Minute Rates:

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

Issued: March 14, 2003

Effective: March 15, 2003

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

PAf0301

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

3.10 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Pages 61 and 62.

(C)

Issued: March 14, 2003

Effective: March 15, 2003

Issued By:

Director of Regulatory Affairs
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PAf0301

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

3.11 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Pages 63 and 64.

(C)

Issued: March 14, 2003

Effective: March 15, 2003

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

PAf0301

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

3.12 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 75.

Issued: March 14, 2003

Effective: March 15, 2003

Issued By:

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

PAf0301

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

3.13 [Reserved for Future Use]

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

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

3.14 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 66.

Issued: March 14, 2003

Effective: March 15, 2003

Issued By:

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

PAf0301

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

3.15 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 67.

Issued: March 14, 2003

Effective: March 15, 2003

Issued By:

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

PAf0301

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

3.16 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 76.

Issued: March 14, 2003

Effective: March 15, 2003

Issued By:

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

PAf0301

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

3.17 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 68.

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

3.18 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 69.

Issued: March 14, 2003

Effective: March 15, 2003

Issued By:

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

PAf0301

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

3.19 [Reserved for Future Use]

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

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

3.20 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 71.

Issued: March 14, 2003

Effective: March 15, 2003

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

PAf0301

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

3.21 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 72.

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

3.22 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 58.

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

3.23 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 59.

Issued: March 14, 2003

Effective: March 15, 2003

Issued By: Director of Regulatory Affairs
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PAf0301

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

3.24 Academic Edge

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

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

Issued: April 22, 2002

Effective: April 23, 2002

Issued By:

Anthony M. Copeland
Executive Vice President/General Counsel
4300 Six Forks Road
Raleigh, North Carolina 27609

PAi0101

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

3.25 [Reserved for Future Use]

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(C)

Material that originally appeared on this Page now appears on Page 60.

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

3.27 BTI Switched Stand Alone Long Distance

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

3.27.1 Per Period Usage Rates:

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

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

Issued: November 10, 2003

Effective: November 11, 2003

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

PAfi0319

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

3.28 BTI Switched Off-Net Long Distance

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

3.28.1 Per Period Usage Rates:

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

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

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

3.29 BTI Dedicated On-Net Long Distance

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

3.29.1 Per Period Usage Rates:

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

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

Issued: March 14, 2003

Effective: March 15, 2003

Issued By:

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

PAf0301

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

3.30 Travel Card Service (995)

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

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

Issued: March 14, 2003

Effective: March 15, 2003

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

PAf0301

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

3.31 Expanded 800 Service Options

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

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: March 14, 2003

Effective: March 15, 2003

Issued By:

Director of Regulatory Affairs
4300 Six Forks Road
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PAf0301

SECTION 4.0 – GRANDFATHERED SERVICES

4.1 International Heritage Service (186) *

(C)

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

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

4.1.1 Per Minute Rates

Per Minute Rate

1+ Outbound Service	\$0.1181
Inbound Toll Free Service	\$0.1181

(C)

4.1.2 Monthly Recurring Charge

\$3.95

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

(C)

(C)

Material that appears on Page originally appeared on Page 48.

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

4.2 Residential Connections (377)*

(C)

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

(C)

(C)

(C)

4.2.1 Per Minute Rates:

(C)

	Per Minute Rate
Day	\$0.1590
Evening	\$0.1290
Night/Weekend	\$0.1290

4.2.2 Monthly Recurring Charge

\$4.95

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

(C)

Material that appears on Page originally appeared on Page 49.

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

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

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

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

4.4 PhonePlus Switched Access Service*

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

4.4.1	Installation Charge:	\$0.00			(C)
4.4.2	Monthly Access:	\$10.00			(C)
4.4.3	Minimum Billing Increment:	Thirty (30) Seconds			(C)(I)
4.4.4	Additional Billing Increment:	Six (6) Seconds			(C)
4.4.5	Per Minute Rates:				(C)
	Monthly Revenue Commitment	Peak Rate	Off-Peak Rate		
	\$0 - \$1,000 (367)	\$0.1550	\$0.1550		
	\$1,001 - \$5,000 (368)	\$0.1500	\$0.1500		
	\$5,001 + (369)	\$0.1450	\$0.1450		
4.4.6	Discounts: (367, 368, 369)	Term Discount			(C)
	Monthly Revenue Commitment	One Year	Two Year	Three Year	
	\$100 - \$1,000	3.00%	6.00%	9.00%	
	\$1,001 - \$5,000	3.00%	6.00%	9.00%	
	\$5,001 +	3.00%	6.00%	9.00%	

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

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

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

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

4.4.7 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.

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

(C)

(C)

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

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

4.5 PhonePlus Dedicated Access Service*

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

4.5.1	Installation Charge:	\$0.00			(C)
4.5.2	Monthly Access:	\$0.00			(C)
4.5.3	Minimum Billing Increment:	Thirty (30) Seconds			(C)(I)
4.5.4	Additional Billing Increment:	Six (6) Seconds			(C)
4.5.5	Per Minute Rates:				(C)
	Usage Range		Peak Rate	Off-Peak Rate	
	\$1,000 - \$10,000	(760)	\$0.1000	\$0.1000	
	\$10,000 +	(761)	\$0.0950	\$0.0950	
4.5.6	Discounts:	(760, 761)			
	Monthly Revenue Commitment		One Year Term	Two Year Term	Three Year Term
	\$1,000 - \$10,000		3.00%	6.00%	9.00%
	\$10,000 +		3.00%	6.00%	9.00%

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

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

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

4.6 Business Connections Long Distance*

(C)

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

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

4.6.1 Installation Charge: Not Applicable

(C)

4.6.2 Monthly Access: \$0.00

(C)

4.6.3 Minimum Billing Increment: Thirty (30) Seconds

(C)(I)

4.6.4 Additional Billing Increment: Six (6) Seconds

(C)

4.6.5 Per Minute Rates:

(C)

Term Plan		Switched Rate	Dedicated Rate
One (1) Year Term	(373/773)	\$0.1390	\$0.0890
Two (2) Year Term	(374/774)	\$0.1350	\$0.0850
Three (3) Year Term	(375/775)	\$0.1300	\$0.0800

—
 —
 —
 —

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

(C)

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

Material that appears on this Page originally appeared on Page 39.

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

4.7 Corporate Connections*

(C)

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

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

4.7.1 Per Minute Rates - One Year Term Plan

(C)

		Outbound Service	Toll-free Service	Monthly Recurring
(A)	Switched Service (165)	\$0.1050	\$0.1050	\$4.95
(B)	Dedicated Service (765)	\$0.0790	\$0.0790	\$4.95

4.7.2 Per Minute Rates - Three Year Term Plan

		Outbound Service	Toll-free Service	Monthly Recurring
(A)	Switched Service (166)	\$0.0975	\$0.0975	\$4.95
(B)	Dedicated Service (766)	\$0.0750	\$0.0750	\$4.95

(C)

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

Material that appears on this Page originally appeared on Page 40.

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

4.8 Bundled Corporate Connections*

(C)

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

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

4.8.1 Per Minute Rates - One Year Term Plan

(C)

	Outbound Service
(A) Per Minute Rates (575)	\$0.1050
(B) Minimum Monthly Billing	\$100
(C) Monthly Recurring Charge	\$4.95

4.8.2 Per Minute Rates - Three Year Term Plan

	Outbound Service
(A) Per Minute Rates (576)	\$0.0975
(B) Minimum Monthly Billing	\$500
(C) Monthly Recurring Charge	\$4.95

(C)

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

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

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

4.9 Millennium Service*				(C)
Millennium Service is a combined outbound and inbound switched service designed primarily for new Business Customers in which 50% or greater* of their long distance traffic is interstate. Customers must sign a one-year term plan for this product. Intrastate service is offered in conjunction with interstate service. There is a monthly recurring charge associated with this service.				(C) (C) (C) (C)
4.9.1	Installation Charge:		Not Applicable	(C)
4.9.2	Monthly Access:		\$4.95	(C)
4.9.3	Minimum Billing Increment:		Thirty (30) Seconds	(C)(I)
4.9.4	Additional Billing Increment:		Six (6) Seconds	(C)
4.9.5	Per Minute Rates:			(C)
	Term Plan		Switched Rate	Dedicated Rate
	One (1) Year Term (171/767)		\$0.1250	\$0.0625
	Two (2) Year Term (171/768)		\$0.1250	\$0.0575
	Three (3) Year Term (171/769)		\$0.1250	\$0.0525

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

Material that appears on this Page originally appeared on Page 43.

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

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

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

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

4.11 First Choice*

(C)

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.

(C)

(C)

(C)

4.11.1 Installation Charge: Not Applicable

(C)

4.11.2 Monthly Access: \$0.00

(C)

4.11.3 Minimum Billing Increment: Thirty (30) Seconds

(C)(I)

4.11.4 Additional Billing Increment: Six (6) Seconds

(C)

4.11.5 Per Minute Rates:

(C)

1+ Outbound Services:

One (1) Year Term (198) \$0.0750

Two (2) Year Term (199) \$0.0650

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

(C)

Material that appears on this Page originally appeared on Page 45.

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

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

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

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

- 4.13 Smart Choice*** (C)
- 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. (C)
 (C)
 (C)
 (C)
- 4.13.1** Installation Charge: Not Applicable (C)
- 4.13.2** Monthly Access: \$0.00 (C)
- 4.13.3** Minimum Billing Increment: Thirty (30) Seconds (C)(I)
- 4.13.4** Additional Billing Increment: Six (6) Seconds (C)
- 4.13.5** Per Minute Rates: (C)
- | <u>Term Plan</u> | | <u>Switched Rate</u> | <u>Dedicated Rate</u> | |
|---------------------|-----------|----------------------|-----------------------|-----|
| One (1) Year Term | (195/595) | \$0.0790 | \$0.0550 | |
| Two (2) Year Term | (196/596) | \$0.0750 | \$0.0500 | |
| Three (3) Year Term | (197/597) | \$0.0725 | \$0.0450 | (C) |
- 4.13.6 Travel Card Service** (C)
- The rates and billing increments for travel card calls affiliated with this product will be those specified in Travel Card (995) in Section 3.30 of this tariff. (C)
 (C)
- * This service is grandfathered to existing customers at existing locations.

Material that appears on this Page originally appeared on Page 47.

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

4.14 Corporate Connections 275* (275)

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

4.14.1 Per Minute Rate

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

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

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

4.15 Corporate Direct* (279)

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

4.15.1 Per Minute Rate

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

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

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

4.16 Home Plus* (280)

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

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

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

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

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(C)
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(D)
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(D)
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(C)
|
(C)

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

4.17 Corporate Edge Service*

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

- 4.17.1** Installation Charge: Not Applicable
- 4.17.2** Minimum Billing Increment: Eighteen (18) Seconds
- 4.17.3** Additional Billing Increment: Six (6) Seconds

4.17.4 Per Minute Rates:

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

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

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

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

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

4.18 Corporate Edge 187* (187)

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

4.18.1 Per Minute Rate

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

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

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

4.19 Corporate Edge 188* (188)

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

4.19.1 Per Minute Rate

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

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

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

4.20 Corporate Edge 189* (189)

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

4.20.1 Per Minute Rate

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

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

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

4.21 PhonePlus Telesales*(364)

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

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

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

- 4.21.6** Discounts: Not applicable
- 4.21.7** Other: Not applicable

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

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

4.22 Premier 1 Residential Service*(260)

4.22.1	Installation Charge:	Not applicable
4.22.2	Monthly Access:	\$0.00
4.22.3	Minimum Billing Increment:	Thirty (30) Seconds
4.22.4	Additional Billing Increment:	Six (6) Seconds
4.22.5	Usage Charges:	
	Intrastate/IntraLATA Per Minute Rates:	Access will be on a 1+ or dial up basis depending upon availability in the local service area.
	Day	\$0.2150
	Evening	\$0.1650
	Night/Weekend	\$0.1400

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

(C)

(C)

Material that appears on this Page originally appeared on Page 34.