

Business Telecom, Inc.
d/b/a EarthLink Business
1375 Peachtree Street, Level A
Atlanta, GA 30309
Issued By: Vice President Tax

FCC Informational Tariff
Original Title Page

Issued: October 20, 2011

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INFORMATIONAL TARIFF

This FCC Informational Tariff issued by Business Telecom, Inc. d/b/a EarthLink Business replaces in its entirety FCC Informational Tariff issued by Business Telecom, Inc. d/b/a BTI Telecommunications Services, Inc.

INFORMATIONAL TARIFF

for

Business Telecom, Inc.
d/b/a
EarthLink Business

This tariff describes the rates, terms and conditions applicable to operator assisted communications services offered from Aggregator locations between and among domestic points within the United States. This tariff is filed for informational purposes pursuant to Section 226 of the Communications Act of 1934, as amended by the "Telephone Operator Consumer Services Improvement Act of 1990."

This tariff is on file with the Federal Communications Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Service is provided by resale of radio, terrestrial facilities, submarine cables, earth terminals and communications satellites in connection with the establishment of communications paths between the locations as specified herein.

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page	Revision	*	Page	Revision	*	Page	Revision	*
Title	Original	*	16	Original	*	31	Original	*
1	Original	*	17	Original	*	32	Original	*
2	Original	*	18	Original	*	33	Original	*
3	Original	*	19	Original	*	34	Original	*
4	Original	*	20	Original	*	35	Original	*
5	Original	*	21	Original	*	36	Original	*
6	Original	*	22	Original	*	37	Original	*
7	Original	*	23	Original	*	38	Original	*
8	Original	*	24	Original	*	39	Original	*
9	Original	*	25	Original	*	40	Original	*
10	Original	*	26	Original	*	41	Original	*
11	Original	*	27	Original	*	42	Original	*
12	Original	*	28	Original	*	43	Original	*
13	Original	*	29	Original	*	44	Original	*
14	Original	*	30	Original	*	45	Original	*
15	Original	*						

* - Indicates pages included with this filing.

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Participating Carriers

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SYMBOLS

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

- C** - To signify Changed Regulation.
- D** - Delete or Discontinue
- I** - Change Resulting in an Increase to a rate
- M** - Moved from Another Tariff Location
- N** - New
- R** - Change Resulting in a Reduction to a rate
- S** - Matter Appearing Elsewhere or Repeated for Clarification
- T** - Change in Text But No Change to Rate or Charge
- V** - Signifies Vintage Tariff
- Z** - Correction

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TARIFF FORMAT

- A. Page Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.a.
 - 2.1.1.A.1.a.1.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a BTI designated switching center or point of presence.

Aggregator - A person, firm, corporation, or other legal entity which contracts with BTI for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

BTI - Used throughout this tariff refers to Business Telecom, Inc. d/b/a EarthLink Business

Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges.

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

Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.

Commission - Refers to the Federal Communications Commission.

Company or Carrier - Used throughout this tariff to refer to Business Telecom, Inc. d/b/a EarthLink Business, unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

LEC - Local exchange company.

Mainland United States - The forty-eight (48) states within the continental United States of America and the District of Columbia.

Operator-Station Call - A service where by the caller places a non-Person-to-Person call with the assistance of an operator (live or automated).

Person-to-Person Call - A service whereby the person originating the call specifies through the Company operator, a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant, or an agreed upon alternate.

Pay Telephone - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

United States - For purposes of this tariff the term "United States" includes the Mainland United States of America, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating and terminating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers and Aggregators in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's or Aggregator's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer or Aggregator, to allow connection of a Customer's or Aggregator's location to the company's network. The Customer or Aggregator shall be responsible for all charges due for such service arrangements.

2.2 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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

2.3 Limitations

- 2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer or Aggregator is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored service as soon as it can be provided without undue risk.

2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by BTI and neither the Customer nor Aggregator may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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

2.5 Billing and Payment For Service

2.5.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s).

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

2.5 Billing and Payment For Service (Cont'd.)

2.5.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.

When charges for a call are paid for by deposit of coins or other acceptable currency in a Pay Telephone (Sent-Paid), the total charge for the call is the sum of the appropriate usage charges, operator service charges, other per call surcharges plus any applicable taxes rounded to the nearest multiple of \$0.05.

2.5.3 Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent within twenty (20) days of the closing date printed on the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

2.5 Billing and Payment For Service (Cont'd.)

2.5.4 Taxes

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

2.5.5 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

2.5.6 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent.

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

2.6 Deposits

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed 2 months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company.

2.7 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, BTI reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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

2.8 Limitations on Liability

- 2.8.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$100 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company.
- 2.8.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.8.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

2.8 Limitations on Liability (Cont'd.)

2.8.4 The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
- B. 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; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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

2.8 Limitations on Liability (Cont'd.)

2.8.4 (Cont'd.)

- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander, invasion of privacy or infringement of trademarks, patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or services; or by means of the combination of Company provided facilities or services with Customer provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.8.1;

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

2.8 Limitations on Liability (Cont'd.)

2.8.4 (Cont'd.)

- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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

2.8 Limitations on Liability (Cont'd.)

2.8.4 (Cont'd.)

- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

2.8.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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

2.8 Limitations on Liability (Cont'd.)

2.8.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by an other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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

2.8 Limitations on Liability (Cont'd.)

- 2.8.7 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.8.8 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.8.9 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with the proper evidence be submitted in writing to the Company within six (6) months from the date of the alleged overpayment.
- 2.8.10 The company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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

2.9 Refunds or Credits for Service Outages or Deficiencies

2.9.1 Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Aggregator, or to the failure of channels, equipment and/or communications systems provided by the Customer or Aggregator, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

2.9.2 For purposes of credit computation every month shall be considered to have thirty (30) days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four (24) hours. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

2.9.3 For message rated toll and operator assisted services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any operator service charges or surcharges required to reconnect the caller.

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

2.10 Cancellation or Termination of Service

2.10.1 The Company may terminate service to a Customer or Aggregator for nonpayment of undisputed charges or other violation of this tariff or provision of law upon five (5) days written notice to the Customer or Aggregator without incurring any liability for damages due to loss of telephone service to the Customer or Aggregator.

2.10.2 BTI may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer or Aggregator shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to BTI or its agents for the purpose of inspection and maintenance of equipment owned by BTI or its agents.
- D. For noncompliance with or violation of Commission regulation or BTI's rules and regulations on file with the Commission.

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

2.10 Cancellation or Termination of Service (Cont'd.)

2.10.2 (Cont'd.)

- E. Without notice in the event of Customer, Aggregator or Authorized User use of equipment in such a manner as to adversely affect BTI's equipment or service to others.
- F. Without notice in the event of tampering with the equipment or services owned by BTI or its agents.
- G. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, BTI may, before restoring service, require the Customer or Aggregator to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- H. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.
- I. For periods of inactivity over sixty (60) days.

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

2.11 Interconnection

Service furnished by BTI may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with BTI's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.12 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of BTI's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.13 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

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

2.14 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.14.1 Customers or Authorized Users may record a conversation if the Customer or Authorized User first obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.14.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.14.3 The requirements of 2.14.1 and 2.14.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

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

2.15 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

2.15.1 Pay Telephone Surcharge

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 as 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. This surcharge, which is in addition to standard tariffed 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 Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the “#” symbol).

Whenever possible, the 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 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.

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

2.15 Miscellaneous Rates and Charges, (Cont'd.)

2.15.1 Pay Telephone Surcharge, (cont'd.)

The 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.

Range per Call	\$0.60
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2.15.2 Universal Service Fund

Telecommunications services provided by the Company are subject to an undiscountable monthly Universal Service Fund Fee.

The Company will pass-through the USF fee to its Customers by assessing a percentage surcharge on gross invoice amounts attributable to all interstate and international usage charges, exclusive of taxes. This surcharge is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service. The percentage shall be as dictated by the FCC and adjusted periodically in accordance with FCC requirements.

The USF Fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a de minimis exemption which exempts the Customer from paying directly into the fund.

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INFORMATIONAL TARIFF

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

BTI provides operator assisted services for interstate communications originating from Aggregator locations and terminating within the United States. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of BTI's services and network. No installation charges apply.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the BTI network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Chargeable time begins when the connection is established between the calling party and the Company's switch.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, BTI will reasonably issue credit for the call.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.3 Rate Periods and Holidays

For time of day sensitive services, the following rate periods apply unless otherwise specified in this tariff. The Aggregator may choose whether to apply the Evening and Night/Weekend discounts of the selected schedule.

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						

* - to, but not including.

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Independence Day	July 4
Labor Day	As Federally Observed
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.4 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points. The distance between the originating Wire Center that of the destination point is calculated by using industry standard "V" and "H" coordinates and the following calculation method:

- Step 1 Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula =

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

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Operator Assisted Services

Operator Assisted Calling is available for use by transient end users from Aggregator locations. Calls are billed in three (3) minute increments, with additional per call charges reflecting the level of operator assistance and billing method. The Plan rates applicable at any location is determined by the contractual arrangement between the Company and the Aggregator or between the Company and the Aggregator's authorized agent.

Each operator assisted call incurs a per call operator service charge in addition to per-minute usage charges. Operator service charges are not discounted for time of day and are as follows:

3.5.1 Service Charge Definitions

- A. Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.
- B. Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Operator Assisted Services (Cont'd.)

3.5.1 Service Charge Definitions (Cont'd.)

- C. Operator Station - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. Person-to-Person - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Operator Assisted Services (Cont'd.)

3.5.2 Operator Assisted Service - Option 1

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	Add. Minutes	First Minute	Add. Minutes	First Minute	Add. Minutes
All	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Operator Assisted Services (Cont'd.)

3.5.2 Operator Assisted Service - Option 1 (Cont'd.)

B. Per Call Service Charges:

Type of Service	Charge Per Call
Customer Dialed Calling Card Station	
Customer Dialed, Automated	\$0.95
Customer Dialed, Operator Assisted	\$2.45
Operator Dialed Calling Card Station	\$2.45
Operator Station	
Collect, Automated	\$2.45
Collect, Operator Assisted	\$3.60
Billed to a Third Party, Automated	\$2.45
Billed to a Third Party, Operator Assisted	\$3.60
Person-to-Person	
Automated	\$6.50
Operator Assisted	\$6.50
Public Payphone Surcharge	\$0.39(I)

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Operator Assisted Services (Cont'd.)

3.5.3 Operator Assisted Service - Option 2 (Cont'd.)

B. Per Call Service Charges:

Type of Service	Charge Per Call
Customer Dialed Calling Card Station	
Customer Dialed, Automated	\$0.95
Customer Dialed, Operator Assisted	\$2.45
Operator Dialed Calling Card Station	\$2.45
Operator Station	
Collect, Automated	\$2.45
Collect, Operator Assisted	\$3.60
Billed to a Third Party, Automated	\$2.45
Billed to a Third Party, Operator Assisted	\$3.60
Person-to-Person	
Automated	\$6.50
Operator Assisted	\$6.50

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Operator Assisted Services (Cont'd.)

3.5.4 Operator Assisted Service - Option 3

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	Add. Minutes	First Minute	Add. Minutes	First Minute	Add. Minutes
All	\$0.5600	\$0.5600	\$0.5600	\$0.5600	\$0.5600	\$0.5600

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Operator Assisted Services (Cont'd.)

3.5.4 Operator Assisted Service - Option 3 (Cont'd.)

B. Per Call Service Charges:

Type of Service	Charge Per Call
Customer Dialed Calling Card Station	
Customer Dialed, Automated	\$2.00
Customer Dialed, Operator Assisted	\$2.45
Operator Dialed Calling Card Station	\$2.45
Operator Station	
Collect, Automated	\$4.00
Collect, Operator Assisted	\$5.60
Billed to a Third Party, Automated	\$6.00
Billed to a Third Party, Operator Assisted	\$6.00
Person-to-Person	
Automated	\$8.00
Operator Assisted	\$8.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Operator Assisted Services (Cont'd.)

3.5.5 Operator Assisted Service - Option 4

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	Add. Minutes	First Minute	Add. Minutes	First Minute	Add. Minutes
All	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Operator Assisted Services (Cont'd.)

3.5.5 Operator Assisted Service - Option 4 (Cont'd.)

B. Per Call Service Charges:

Type of Service	Charge Per Call
Customer Dialed Calling Card Station	
Customer Dialed, Automated	\$5.50
Customer Dialed, Operator Assisted	\$5.50
Operator Dialed Calling Card Station	\$9.99
Operator Station	
Collect, Automated	\$9.99
Collect, Operator Assisted	\$9.99
Billed to a Third Party, Automated	\$9.99
Billed to a Third Party, Operator Assisted	\$9.99
Person-to-Person	
Automated	\$9.99
Operator Assisted	\$9.99

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SECTION 4 - COMMISSIONS, SURCHARGES AND FEES

4.1 Commissions

No commissions are collected from the End User in addition to the charges specified in Sections 3 and 4.2 of this tariff.

4.2 Aggregator Surcharges

At the option of the Aggregator, a per-call Aggregator Surcharge may apply for the use of the Aggregator's telecommunications facilities and equipment. No other charges, beyond the rates listed in Section 3 of this informational tariff and the surcharges listed below, are billed to the End User by BTI for calls made using the Company's service.

The Company reserves the right to limit the combination of usage charges, service charges and surcharges to insure that the resulting charges per call are just and reasonable in the judgment of the Company and/or within benchmark, guidelines or rate caps established by the FCC.

Aggregator Surcharge Range	\$0.00 - \$6.00
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4.3 Fees

No fees are collected from the End User in addition to the charges specified in this tariff.

4.4 Annual Estimated Minutes

The following table shows the number of operator service minutes estimated on an annual basis for each of the Rate Schedules in Section 3 of this tariff.

Estimated Minutes

100,000

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SECTION 5 - CONTRACTS AND PROMOTIONS

5.1 Contracts - General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

5.2 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations.

5.3 Demonstration of Service Promotion

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.