

Regulations and Rates applicable to the furnishing of

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

within

The State of Ohio

Issued By

BT COMMUNICATIONS SALES LLC

This Tariff has been filed with the
Ohio Public Utilities Commission

Copies of the Tariff are available for inspection at the Company's main place of business at:

11440 Commerce Park Drive
Reston, Virginia 20191

Issued: September 24, 2003

Effective: August 11, 2003

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 03-1161-TP-ACE.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

TARIFF INFORMATION

TARIFF FORMAT

A. Sheet Numbers

Page numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially in each Section. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between pages 34 and 35 would be 34.1.

B. Sheet Revision Numbers

Revision numbers also appear in the upper right hand corner of the sheet. These numbers are used to determine the most current sheet version on file. For example, a Fourth revised sheet cancels a Third revised sheet.

C. Numbering Sequence

There are nine levels of alpha-numeric coding. Each level is subservient to its previous higher level. The following is an example of the numbering sequence used in this tariff.

- 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)I.
- 2.1.1.A.1.(a)I.(i)
- 2.1.1.A.1.(a)I.(i)(1)

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

TARIFF INFORMATION

TARIFF FORMAT (Cont'd)

D. Explanation of Tariff Revisions Symbols

Revisions to this Tariff are coded through the use of the following symbols.

C	- Indicates a changed regulation
D	- Indicates a discontinued rate or regulation
I	- Indicates an increase
N	- Indicates a new rate or regulation
R	- Indicates a decrease

E. Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this tariff, are Trademarks and Service marks of BTCS and are as specified in the Table of Contents and/or the appropriate Service Section of this tariff.

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TABLE OF CONTENTS

	<u>Sheet</u>
Section 1 — APPLICATION OF TARIFF	
APPLICATION OF TARIFF.....	1
General.....	1
Section 2 — GENERAL REGULATIONS	
UNDERTAKING OF THE COMPANY.....	1
General.....	1
Terms and Conditions.....	1
Notification of Service Affecting Activities.....	2
Provision of Equipment and Facilities.....	2
Customer Equipment.....	4
LIABILITY OF THE COMPANY.....	6
Service Liability.....	6
Temporary Suspension for Repairs.....	7
Credit Allowance for Interruptions.....	7
OBLIGATIONS OF THE CUSTOMER.....	9
Customer Responsibilities.....	9
Claims.....	11
Resale.....	12
PAYMENTS AND CHARGES.....	13
Establishment and Reestablishment of Credit.....	13
Billing and Collection.....	13
Billing Disputes.....	14
Advance Payments.....	14
Deposits.....	15
Returned Check Charges.....	15
Late Payment Charges.....	16
Minimum Period Charge.....	16
CANCELLATION, DISCONTINUATION, AND CHANGES.....	17
Cancellation of Service.....	17
Discontinuation of Service.....	18
Changes in Service.....	22
Restoral of Service.....	22
ASSIGNMENT OR TRANSFER OF SERVICE.....	23
PROVISION FOR CERTAIN LOCAL TAXES AND FEES.....	24
NOTICES AND COMMUNICATIONS.....	25
CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS.....	26
Recording of Two Way Telephone Conversations.....	26
Violation of Regulations.....	27
DEFINITIONS.....	28

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

TABLE OF CONTENTS

	<u>Sheet</u>
Section 3 — SERVICE AREAS	
SERVICE AREAS.....	1
General.....	1
BTCS Digital Local Service Area.....	1
Section 4 — SPECIAL ARRANGEMENTS	
CONTRACTS.....	1
PROMOTIONAL OFFERINGS.....	1
Section 5 – RESERVED	
Section 6 RESERVED	
Section 7 RESERVED	
Section 8 RESERVED	
Section 9 – BTCS DIGITAL LOCAL	
GENERAL.....	1
REGULATIONS.....	4
RATES and CHARGES.....	4
SERVICE DESCRIPTION AND RATES.....	21

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

APPLICATION OF TARIFF

1.1. APPLICATION

1.1.1. General

This tariff applies to the furnishing of Competitive Local Exchange Carrier Services defined herein by BT Communications Sales LLC, (hereinafter referred to as the "Company" or "BTCS"). Competitive Local Exchange Carrier Services are furnished for the use of end-users in placing and/or receiving local telephone calls within the Local Service Areas. Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of BTCS to purchase service elements from appropriate tariffs for resale are available.

The provision of Competitive Local Exchange Carrier Services is subject to existing regulations and terms and conditions specified in this tariff and the Company's current tariffs, and may be revised, added to or supplemented by superseding issues.

BTCS reserves the right to offer its Customers a variety of services as deemed appropriate by the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. General

The Company undertakes to provide the services offered in this tariff on the terms and conditions and at the rates and charges specified herein.

Competitive Local Exchange Carrier Services consist of furnishing one-way and two-way communication to or from a demarcation point on the Customer's premises and another demarcation point within a Local Service Area as specified in Section 3 of this Tariff.

Except as may otherwise be specified in this Tariff, service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

Services, features and functions will be provided where facilities, including but not limited to: billing capability and technical capabilities are available without unreasonable expense to the Company.

The Company's obligation to furnish service features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection from alternate suppliers.

In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorneys' fees.

2.1.2. Terms and Conditions

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (Cont'd)

2.1.2. Terms and Conditions (Cont'd)

At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current month to month rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3. Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.4. Provision of Equipment and Facilities

Provision of Equipment and Facilities will be in accordance with MTSS Rules 4901:1-5-13 and 4901:1-5-16.

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.

B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby degrade the technical parameters of the service provided to the Customer.

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GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4. Provision of Equipment and Facilities (Cont'd)

D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs or has installed on its behalf.

E. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer, provided that the Customer refuses to check for trouble by utilizing the Network Interface Device (NID).

F. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities.

G. Except as required by MTSS Rules 4901:1-5-16, when the facilities or equipment of other companies are used by the Customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes but is not limited to:

1. The provision of signaling system database by another company;
2. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
3. The reception of signals by Customer-provided equipment.

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (Cont'd)

2.1.5. Customer Equipment

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with such Company-provided equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and facilities by the connection, operation or maintenance of such Customer-provided equipment and wiring must be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

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GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (Cont'd)

2.1.5. Customer Equipment (Cont'd)

B. Inspections

Inspections will be made in compliance with MTSS Rule 4901:1-5-17.

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections at the Customer's premises as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff.

In compliance with MTSS Rule 4901:1-5-17, if the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. BTCS may deny service when the Customer (a) subjects BTCS or non BTCS personnel to hazardous conditions, (b) circumvents BTCS's ability to charge for its services, prevent and protect against fraud or (c) acts in a way that may cause immediate harm to the local exchange network or other company services.

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GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY

2.2.1. Service Liability

A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions following, the Company's liability, shall be in accordance with the Ohio Minimum Telephone Service Standards, Section 4901:1-5. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions. However, if the interruption to service is restored within 24 hours after said interruption is reported to the Company or being found by the Company to be out of service (whichever occurs first), no allowance will be made.

B. The Company is not liable for damages to premises resulting from the furnishing of the service(s), including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.

C. The Company shall be indemnified, defended, and held harmless by the Customer and user against all claims, losses, or damages arising from the use of the service(s) furnished pursuant to this tariff, involving:

1. claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;

2. claims for patent infringement arising from combining or using the service(s) furnished by the Company in connection with facilities or equipment furnished by others or;

3. all other claims arising out of any act or omission of others in the course of using service(s) provided pursuant to this tariff;

D. The Company does not guarantee or make any warranty with respect to the service(s) when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer or user from any and all claims, by any person relating to the service(s) provided.

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GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (Cont'd)

2.2.1. Service Liability (Cont'd)

E. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.

F. In compliance with MTSS Rule 4901:1-5-16, the Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, and other circumstances beyond the Company's reasonable control.

2.2.2. Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances permit, and will perform the work with reasonable diligence and, if practicable, at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3. Credit Allowance for Interruptions

Except as otherwise required by MTSS Rule 4901:1-5-16, no interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this tariff. Credit is not allowed for interruptions to service of less than twenty-four hours.

If a service interruption exceeds twenty-four hours but is less than forty-eight hours, the adjustment shall be at least the pro-rata portion of the monthly charge(s) for any and all local services rendered inoperative during the interruption. Credit for longer interruptions shall be tiered as follows:

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GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (Cont'd)

2.2.3. Credit Allowance for Interruptions (Cont'd)

Any subscriber who experiences a service interruption in excess of forty-eight hours but less than seventy-two hours shall be provided with a credit equal to at least one-third of one months charges for any local services rendered inoperative.

Any subscriber who experiences a service interruption in excess of seventy-two hours but less than ninety-six hours shall be provided a credit equal to at least two-thirds of one months charges for any local services rendered inoperative.

Any subscriber who experiences a service interruption in excess of ninety-six hours shall be provided a credit equal to at least one month's charges for any local services rendered inoperative.

Computation of such credits shall apply to all charges for basic and regulated optional local services rendered inoperative. This rule does not apply if the service interruption:

- A. Occurs as a result of a negligent or willful act on the part of the subscriber;
- B. Occurs as a result of a malfunction of subscriber-owned telephone equipment;
- C. Occurs as a result of military action, wars, insurrections, riots, or strikes; or
- D. Is extended by the Company's inability to gain access to the subscriber's premises due to the subscriber missing a repair appointment.

No interruption allowance shall apply where service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of the Tariff, the Customer is responsible for providing electric power.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. Customer Responsibilities

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this tariff;
2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the sole negligence or willful misconduct of the employees or agents of the Company;
3. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment or facilities, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of any associated equipment or facilities used to provide Competitive Local Exchange Carrier Services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided equipment or facilities, shall be borne entirely by, and may be charged by the Company to, the Customer;

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1. Customer Responsibilities (Cont'd)

A. The Customer shall be responsible for: (Cont'd)

5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from the installation or maintenance in such area by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for Company employees, agents and/or suppliers to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.2. Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.3. Resale

All Company Competitive Local Exchange Carrier Services are available for resale unless otherwise specifically indicated.

Customers who subscribe to Competitive Local Exchange Carrier Services and resell this service to others, shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of the State of Ohio which relate in any way to the Customer of Record's provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and the payment of applicable taxes.

The Company will bill the Customer of Record, who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage or charges for resold services. The Customer of Record is responsible for allocating charges to its end-users.

With respect to resold services, applications for service as well as requests for additions, rearrangements or discontinuation of service will be accepted only from the Customer of Record.

BTCS will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection and other matters related to Competitive Local Exchange Carrier Services. The Company has no obligation to provide notice to, or communicate with the Customer of Record's end users.

In connection with the marketing of its services, the Customer of Record may not directly or indirectly (1) use BTCS's trade names, trademarks, service marks, registered marks or other indicia of origin (or confusingly similar names, marks or other indicia) in a manner that may cause third parties (including the Customer of Record's end-users) to believe that service provided by the Customer of Record is BTCS service; or (2) use BTCS's corporate logos, or trade dress (or confusingly similar logos or trade dress).

The furnishing of Special Arrangements to resellers is subject to the regulations set forth in this Tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES

Payments and charges are in accordance with the Ohio MTSS provisions as ordered in 00-1265-TP-ORD.

2.4.1. Establishment and Reestablishment of Credit

Establishment and Reestablishment of Credit will be in accordance with MTSS Rule 4901:1-5-13.

The Company may conduct a credit investigation of each Business Customer or applicant prior to accepting the service order, Customer deposit or advance payments (for special construction only). A Customer whose service has been discontinued by the Company for non-payment of bills for any telecommunications service will be required to pay all bills due the Company for the same type of regulated telecommunications services or make other arrangements satisfactory to the Company.

2.4.2. Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by and credits due to the Customer under this tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges which will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a prorata basis.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES (Cont'd)

2.4.3. Billing Disputes

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing.

2.4.4. Advance Payments

Advance Payments may be required by the Company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES (Cont'd)

2.4.5. Deposits

Applicants for service or existing Customers whose financial condition is not applicable under the rules of the Public Utilities Commission of Ohio may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

A Refund of Deposit

1. A deposit will be refunded to a customer after twelve consecutive months of prompt payments. The Company will refund the deposit to the Customer by direct payment, or, at the customer's request, apply deposit as a credit to the customer's account.

2. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply deposit as a credit to the Customer's account.

B. Interest to Be Paid on Deposits

Interest will be paid on the deposit in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- by credit to the Customer's account once annually;
- by payment to the Customer upon request, once annually;
- by adding accrued interest to the amount of the deposit when refunded to the customer
- by applying interest to any unpaid bill of the Customer upon termination of service with the Company

All requirements for deposits will be consistent with 4901:1-5-13 of the Commission's Minimum Telephone Service Standards.

2.4.6. Returned Check Charges

In addition to any late payment charges specified in this tariff, the Customer will be assessed a \$15.00 charge for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES (Cont'd)

2.4.7. Late Payment Charge

If any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment charge shall be due to the Company, provided billing capability exists. The late payment charge shall be the portion of the payment not received by the date due, multiplied by a factor. The late payment factor shall be 1.5% per month.

Late payment charges do not apply to the disputed amounts portion of unpaid balances. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid after the due date on the Customer's bill.

Collection procedures and security deposit requirements are unaffected by the application of the late payment charge.

The late payment charge does not apply to final accounts.

2.4.8. Minimum Period Charge

Except as otherwise noted in this tariff, the minimum period for business service is one month. There is no minimum period for residential service. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

Issued: September 24, 2003

Effective: August 11, 2003

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 03-1161-TP-ACE.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUATION AND CHANGES

2.5.1. Cancellation of Service

Cancellation, Discontinuance and Changes of service are in accordance with the Ohio Minimum Telephone Service Standards as set forth in Case No. 00-1265-TP-ORD.

A. Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

The charges described above will be calculated and applied on a case-by-case basis.

Issued: September 24, 2003

Effective: August 11, 2003

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUATION AND CHANGES (Cont'd)

2.5.1. Cancellation of Service (Cont'd)

B. Cancellation of Service

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.5.2. Discontinuation of Service

Discontinuance of Service will be handled in accordance with MTSS Rules 4901:1-5-17.

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets, or services.

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUATION AND CHANGES (Cont'd)

2.5.2. Discontinuation of Service (Cont'd)

The discontinuation of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuation. In addition, early termination liabilities may apply for term arrangements.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

A. The Company may, without incurring any liability, discontinue or suspend or refuse service without notice, if:

1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of communications services, or its planned use of service(s); or
2. The Customer provides false information to the Company regarding the the Customer's identity, address, credit-worthiness, its past or current use of communications services, or its planned use of service(s); or
3. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUATION AND CHANGES (Cont'd)

2.5.2. Discontinuation of Service (Cont'd)

5. Any material portion of the facilities used by the Company to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; or
6. Any governmental order or directive calls for the discontinuation of service, the Customer alters the services to be provided, or the Customer violates an applicable law or regulation; or
7. The Customer uses telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
8. The Customer tampers with any facilities or equipment furnished and owned by the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUATION AND CHANGES (Cont'd)

2.5.2. Discontinuation of Service (Cont'd)

B. The Company may disconnect Customer's local service nonpayment of charges incurred for services to which the Customer subscribes or had subscribed or used. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.

1. Disconnection notices issued by the Company pursuant to Rule 4901:1-5-17, Ohio Administrative Code, must inform the Customer facing local service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection. It must also inform the Customer of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid even while their toll service disconnected for non payment of outstanding toll debt.
2. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
3. Partial payments by a Customer to the Company will apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.
4. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, or electronic devices; or
 - (c) Any other fraudulent means or devices.

Issued: September 24, 2003

Effective: August 11, 2003

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUATION AND CHANGES (Cont'd)

2.5.3. Changes in Service

If the Customer makes or requests material changes in circuit engineering, equipment or facility specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, Customer charges shall be adjusted accordingly.

2.5.4. Restoral of Service

When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If any Customer's service is restored after having been disconnected in accordance with this Tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoral of service charge.

If a service has been suspended or discontinued for nonpayment, service will be re-established upon receipt of all charges which provided reason for disconnection and which are identified on the disconnection notice. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check.

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.6. ASSIGNMENT OR TRANSFER OF SERVICE

The Customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice or consent (a) to any subsidiary, parent company, or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

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Effective: August 11, 2003

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11440 Commerce Park Drive
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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.7. PROVISION FOR CERTAIN LOCAL TAXES AND FEES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.

Issued: September 24, 2003

Effective: August 11, 2003

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.8. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this tariff will be in writing except where notice is provided in this tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, billing or other communications.

A copy of each customer notice will be provided to the PUCO.

Issued: September 24, 2003

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.9. CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

2.9.1. Recording of Two Way Telephone Conversations

Competitive Local Exchange Carrier Services are not represented as adapted to the recording of two-way telephone conversations. However, Customer-provided voice recording equipment may be directly, acoustically or inductively connected with Competitive Local Exchange Carrier Services for the recording of such conversations. When such connections are made, the Customer-provided voice recording equipment shall be so arranged that at the will of the user it can be activated or deactivated. In addition, one of the following conditions must apply:

A. A person who is a party to the conversation has consented to the recording of the conversation or a person who is a party to the conversation has given prior consent to the person who is recording the conversation, provided such taping in either event is not for the purpose of committing a criminal, tortuous or injurious act.

1. Exceptions

The exceptions to the foregoing requirements are as follows:

a. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls.

b. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted.

c. Recording of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under cover of law.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.9. CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS
(Cont'd)

2.9.2. Violation of Regulations

When any terminal equipment or communications system is used with Competitive Local Exchange Carrier Services in violation of any of the provisions of this Tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation. The Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

Issued: September 24, 2003

Effective: August 11, 2003

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.10. DEFINITIONS

Commercial Service (Business)

Service is classified and charged for as Commercial Service where the use is primarily or substantially of a business, professional, institutional or occupational nature, or where a business directory listing is furnished.

Customer

The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

Customer Premises

A Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property.

Demarcation Point

The point at which common carriers terminate communications cabling in a building.

Exchange Area

An exchange area is a geographical area served by a Rate Center.

Local Calling Area

Local Calling Area is a geographical area in which an end user may originate a call without incurring a toll charge.

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

GENERAL REGULATIONS

2.10. DEFINITIONS (Cont'd)

Rate Center

A specified geographical location used for determining mileage measurements.

Resale

Resale is the reselling by a Customer of the Company service, facilities or equipment, to others for a profit. A reseller is a Commercial Service Customer who is subject to the applicable rules and regulations of (1) the Communications Act of 1934, as amended, and the Federal Communications Commission and/or (2) the Ohio Local Service Guidelines.

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

SECTION 3 - SERVICE AREAS

3.1. LOCAL CALLING AREAS

3.1.1. General

The Company offers Competitive Local Exchange Carrier Services within the State of Ohio and concurs in the exchange areas and exchange maps filed by the Incumbent Local Exchange Carrier in whose service territory the Company's local service is being provided.

3.1.2. BTCS Digital Local Service Area

The BTCS Digital Local Service Area is comprised of one or more Exchange Area(s) that: (1) have a Rate Center within 25 miles of the Customer's Rate Center, within the LATA within the State of Ohio, or (2) are outside the Customer's LATA or outside the State of Ohio, but within the Customer's local calling area as defined by the Incumbent Local Exchange Carrier. There are numerous exchanges which may have multiple rate centers contained within them. In such cases, the limitation of the 25 mile radius is controlling.

Issued: September 24, 2003

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

SECTION 4 - SPECIAL ARRANGEMENTS

4.1. CONTRACTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in the tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis and will be filed with the PUCO.

4.2. PROMOTIONAL OFFERINGS

The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The waiver of any monthly recurring charges shall be limited to 90 days on a per Customer basis. Promotions filed with the PUCO will be effective on the day of filing.

Issued: September 24, 2003

Effective: August 11, 2003

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

SECTION 5 - [RESERVED FOR FUTURE USE]

Issued: September 24, 2003

Effective: August 11, 2003

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 03-1161-TP-ACE.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

SECTION 6 - [RESERVED FOR FUTURE USE]

Issued: September 24, 2003

Effective: August 11, 2003

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 03-1161-TP-ACE.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

SECTION 7 – [RESERVED FOR FUTURE USE]

Issued: September 24, 2003

Effective: August 11, 2003

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 03-1161-TP-ACE.

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COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

SECTION 8 – [RESERVED FOR FUTURE USE]

Issued: September 24, 2003

Effective: August 11, 2003

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 03-1161-TP-ACE.

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LOCAL EXCHANGE SERVICES

BTCS DIGITAL LOCAL

9.1. DESCRIPTION

9.1.1. General

BTCS Digital Local is a Local Exchange Service which permits outward and inward local calling capability from a customer's premises utilizing Direct Outward Dialing (DOD), Direct Inward Dialing (DID) and Main Listed Number (MLN) over dedicated digital facilities and Originating Toll Free Service (8YY). The Customer's premises must have a Customer provided compatible Private Branch Exchange (PBX) system or multi-line terminating system to originate and terminate the calls. BTCS Digital Local also permits outward local calling capability from a Customer's premises utilizing Direct Outward Dialing (DOD) over an external Local Exchange Company (LEC) provided Centrex Service. The Customer will be responsible for obtaining all necessary Centrex Service Automatic Route Selection (ARS) reprogramming. DOD and 8YY capabilities are available where facilities and operating systems exist in Territories where Concert is certified. DID and MLN capability is available only in Ameritech-Ohio Territory.

BTCS Digital Local is only available at locations where facilities and billing capability exists.

BTCS Digital Local calls using dedicated access will be rated from the originating rate center to the terminating rate center.

BTCS Digital Local does not include any of the following: Special Access Codes, Special Service Codes or Carrier Access Codes. The Customer is responsible for securing individual business lines, or other appropriate facilities, to access these services and/or codes, including:

- Conference Calls
Calls to Special Service Codes including 500, 700, 900, 976, or N11
(where N = 2-9) or other Special Access Codes that may be created,
- 10XXX Carrier Access Codes (where X = 0-9)
- 0+ and 00

Issued: September 24, 2003

Effective: August 11, 2003

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LOCAL EXCHANGE SERVICES

BTCS DIGITAL LOCAL

9.1. DESCRIPTION (Cont'd)

9.1.1. General (Cont'd)

BTCS Digital Local Customers cannot receive:

- Person to Person calls,
- Collect calls,
- Third Number Billed calls.

9.1.2. BTCS Digital Local Direct Outward Dialing Service (DOD)

BTCS Digital Local Direct Outward Dialing Service provides outward calling from the Customer's premises to the telecommunications network. DOD is only furnished where facilities exist.

A. BTCS Digital Local Originating Toll Free Service (8YY)

BTCS Digital Local Originating Toll Free Service provides outward calling from the Customer's premise to Toll Free numbers. ADL 8YY service is only furnished where facilities exist. In order to subscribe to ADL 8YY service, the customer must also subscribe to DOD service.

9.1.2.A Rates and Charges

Mileage	Initial 18 Seconds or Fraction	<u>Maximum</u>
0-22	Day	\$0.040
	Evening	\$0.040
	Night	\$0.040

Mileage	Each Additional 6 Seconds or Fraction	<u>Maximum</u>
0-22	Day	\$0.0150
	Evening	\$0.0150
	Night	\$0.0150

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Effective: August 11, 2003

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LOCAL EXCHANGE SERVICES

BTCS DIGITAL LOCAL

9.1. DESCRIPTION (Cont'd)

9.1.3. BTCS Digital Local Direct Inward Dialing Service (DID)

BTCS Digital Local Direct Inward Dialing Service provides inward calling service from the telecommunications network to the Customer's premises for use in connection with PBX dial switching equipment. DID is not available with an external LEC provided Centrex Service. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route the incoming calls directly to the individual stations corresponding to each individual DID number. In order to subscribe to DID Service, the Customer must also subscribe to DOD Service.

BTCS Digital Local Direct Inward Dialing Service requires a subscription to DID number groups. When dialed, these numbers are routed over available DID arranged channels of the digital access facilities to the Customer's premises. For ported numbers in Ameritech-Ohio Territories, DID number groups may be ordered in initial groups of 20 and additional groups of 10.

BTCS Digital Local DID Service is not available to Customers with Terminating Switched Access Arrangement functionality or Access Value Arrangement functionality with BTCS.

The Customer will make available to BTCS sufficient capacity on the dedicated digital facilities between its premises and BTCS's network to allow BTCS to terminate all calls to that Customer, including calls originated by Interexchange Carriers and other local service providers.

9.1.3.A Rates and Charges

	<u>Maximum</u>
Direct Inward Dialing Service (DID) (per Channel of the Digital Facility so equipped)	\$60.00
Direct Inward Dialing Service (DID) (per Digital Facility so equipped)	\$600.00
Initial Direct Inward Dialing Service Number Group of 20	\$15.00
Additional Direct Inward Dialing Service Number Group of 10	\$7.50
DID Service Establishment Charge (initial order)	\$1,500.00
Subsequent additions or rearrangements of DID Service Terminations (per order)	\$300.00

 Issued: September 24, 2003

Effective: August 11, 2003

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LOCAL EXCHANGE SERVICES

BTCS DIGITAL LOCAL

9.1. DESCRIPTION (Cont'd)

9.1.4. BTCS Digital Local Main Listed Number Service (MLN)

BTCS Digital Local Main Listed Number Service provides inward calling service from the telecommunications network to the Customer's premises. MLN is not available with an external LEC provided Centrex Service. MLN Service will terminate at the Customer's PBX or multiline terminating system by way of the Customer's main listed number. This main listed number will be the Customer's only published and dialable BTCS Digital Local Service number. The incoming call will be completed to the called station via a prompt by an auto attendant (the PBX) or via an attending agent. In order to subscribe to MLN Service, the Customer must also subscribe to DOD Service.

BTCS Digital Local MLN Service is not available to Customers with Terminating Switched Access Arrangement functionality or Access Value Arrangement functionality with Concert.

The Customer will make available to Concert sufficient capacity on the dedicated digital facilities between its premises and Concert's network to allow Concert to terminate all calls to that Customer, including calls originated by Interexchange Carriers and other local service providers.

9.1.4.A Rates and Charges

	<u>Maximum</u>
Main Listed Number Service (MLN) (per Channel of the Digital Facility so equipped)	\$60.00
Main Listed Number Service (MLN) (per Digital Facility so equipped)	\$600.00
MLN Service Establishment Charge (initial order)	\$1,000.00
Subsequent additions or rearrangements of MLN Service Terminations (per order)	\$500.00

 Issued: September 24, 2003

Effective: August 11, 2003

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Linda Cicco, Manager
 11440 Commerce Park Drive
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LOCAL EXCHANGE SERVICES

BTCS DIGITAL LOCAL

9.2. REGULATIONS

9.2.1. Provision of BTCS Digital Local

BTCS Digital Local may be utilized by Customers only for the completion of Concert local calls that both originate and terminate within the Concert Digital Local Service Area. Calls which terminate or originate outside of the Concert Digital Local Service Area are provided under other appropriate tariffs.

9.3. RATES AND CHARGES

BTCS Digital Local DOD rates include usage-based charges which are billed in arrears, and apply to all BTCS Digital Local DOD calls. DOD usage charges for BTCS Digital Local are determined by the following time periods. BTCS Digital Local DID and MLN rates include non-recurring and monthly recurring charges. Charges for Direct Inward Dialing Service (DID)(per Channel of the Digital Facility so equipped) or Direct Inward Dialing Service (DID) (per Digital Facility so equipped) do not apply when IVNS-PRI is provisioned on the dedicated digital facilities described in Section 9.1.1 above. Direct Inward Dialing and Main Listed Number Service Trunk Establishment charges are waived for new BTCS Digital Local DID/MLN Customer locations.

9.3.1. Time Periods

Day, Evening, and Night/Weekend prices apply as follows for BTCS Digital Local calls:

	<u>From</u>	<u>To, But Not Including</u>	<u>Days Applicable</u>
Day	8:00 AM	5:00 PM	Monday - Friday
Evening	5:00 PM	11:00 PM	Sunday - Friday
Night/ Weekend	11:00 PM 8:00 AM 8:00 AM	8:00 AM 11:00 PM 5:00 PM	All days Saturday Sunday

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Effective: August 11, 2003

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LOCAL EXCHANGE SERVICES

BTCS DIGITAL LOCAL

9.3. RATES AND CHARGES (Cont'd)

9.3.1. Time Periods (Cont'd)

A. Holiday Rate Discounts

BTCS Digital Local rates for New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25) are rated Evening prices, unless a lower rate would normally apply.

Issued: September 24, 2003

Effective: August 11, 2003

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LOCAL EXCHANGE SERVICES

BTCS DIGITAL LOCAL

9.3. RATES AND CHARGES (Cont'd)

9.3.2. BTCS Digital Local Direct Outward Dial (DOD) Service

The following rates are applicable for BTCS Digital Local calls provided in connection with Virtual Network Service.

Except as otherwise specified, the BTCS Digital Local service will utilize a Local Service Area, as described in Section 3.1.2 of this tariff, of 22 miles.

The following rates are applicable for BTCS Digital Local calls provided in connection with BTCS VNS Service.

A. Schedule B

Mileage	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Evening	Night	Day	Evening	Night
0-22	\$0.0168	\$0.0168	\$0.0168	\$0.0056	\$0.0056	\$0.0056

Rounding of Charges

If the computed usage charges or credit for such charges include one-half cent or more, the fraction is rounded up to the next highest cent. Fractions of less than one-half cent are rounded down to the next whole cent, unless the cost of the call would total less than \$.01. The minimum charge for each Digital Local call is \$.01.

Issued: September 24, 2003

Effective: August 11, 2003

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LOCAL EXCHANGE SERVICES

BTCS DIGITAL LOCAL

9.3. RATES AND CHARGES (Cont'd)

9.3.3. Reserved

Issued: September 24, 2003

Effective: August 11, 2003

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9.3. RATES AND CHARGES (Cont'd)

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9.3. RATES AND CHARGES (Cont'd)

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9.3. RATES AND CHARGES (Cont'd)

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9.3. RATES AND CHARGES (Cont'd)

9.3.7 Reserved

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9.3. RATES AND CHARGES (Cont'd)

9.3.8 Reserved

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9.3. RATES AND CHARGES (Cont'd)

9.3.9 Reserved

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9.3. RATES AND CHARGES (Cont'd)

9.3.10 Reserved

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9.3. RATES AND CHARGES (Cont'd)

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9.3. RATES AND CHARGES (Cont'd)

9.3.12 Reserved

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9.3. RATES AND CHARGES (Cont'd)

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LOCAL EXCHANGE SERVICES

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9.3. RATES AND CHARGES (Cont'd)

9.3.14 BTCS Digital Local - Ameritech Territory

	Rate Per Month
- Direct Inward Dialing Service (DID) (per Channel of the Digital Facility so equipped) (OR)	\$ 22.50
- Direct Inward Dialing Service (DID) (per Digital Facility so equipped)	\$225.00
- Initial Direct Inward Dialing Service Number Group of 20*	\$ 5.05
- Additional Direct Inward Dialing Service Number Group of 10*	\$ 2.50
	Non-recurring Charge
- DID Service Establishment Charge ** (initial order)	\$500.00
- Subsequent additions or rearrangements of DID Service Terminations (per order)	\$100.00
	Rate Per Month
- Main Listed Number Service (MLN) (per Channel of the Digital Facility so equipped) (OR)	\$0.01***
- Main Listed Number Service (MLN) (per Digital Facility so equipped)	\$0.01***
	Non-recurring Charge
- MLN Service Establishment Charge ** (initial order)	\$0.01***
- Subsequent additions or rearrangements of MLN Service Terminations (per order)	\$0.01***

*These charges apply whether or not the Customer utilizes all the DID numbers in the group.

** Direct Inward Dialing and Main Listed Number Service Trunk Establishment Charges are waived for new BTCS Digital Local DID/MLN Customer locations.

*** charge is presently waived.

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LOCAL EXCHANGE SERVICES

BTCS DIGITAL LOCAL

9.5. SERVICE DESCRIPTION AND RATES

9.5.1 Directory Listings

The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.

When a customer with a nonpublished telephone number places a call to Emergency 911 Service the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information described above.

9.5.2 Directory Assistance

A customer may obtain Directory Assistance in determining telephone numbers within its local calling area or within the state by calling the Directory Assistance operator. A Customer may request a maximum of two telephone number per call to Directory Assistance service. A credit will be given for calls to Director Assistance if the Customer experience poor transmission during the call or the Customer is given an incorrect telephone number. Credit will be given after the Customer notifies the Company regarding the Customer's problem.

Calls to Directory Assistance will be billed as follows:

	<u>Maximum</u>
Local Directory Assistance	\$0.60
Intrastate Directory Assistance (Intra and InterLATA calls)	\$1.90

9.5.3 Operator Services

The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instruction, country or city code information and Customer Service 800 numbers.

9.5.4 IntraLATA Presubscription

IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA carrier on a per call basis.

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9.5. SERVICE DESCRIPTION AND RATES (Cont'd)

9.5.4 IntraLATA Presubscription (Cont'd)

9.5.4.1 IntraLATA Presubscription Offering

Option A: The Customer may select the Company as the presubscribed carrier of intraLATA toll calls subject to presubscription;

Option B: The Customer may select its interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option C: The Customer may select a carrier other than the Company for its interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option D: The Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

9.5.4.2 Rules and Regulations

Customers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Customers of record or new customers may select either Options A, B, C or D for intraLATA presubscription.

Customers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified below.

9.4.2 Procedures

New Customers will be asked to select an intraLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

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LOCAL EXCHANGE SERVICES

BTCS DIGITAL LOCAL

9.5. SERVICE DESCRIPTION AND RATES (Cont'd)

9.5.4.2 Procedures (Cont'd)

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carriers to aid the customer in selection. If selection is still not possible, the Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Company of its choice for intraLATA toll carrier, the Customer will not have a presubscribed intraLATA toll carrier(s), but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Customers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in below. If a Customer of record inquires of the Company of the carriers available for intraLATA toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

9.5.4.3 IntraLATA and InterLATA Presubscription Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier as described above, or for any initial selection of a presubscribed IntraLATA carrier, for any change thereafter, a Presubscription Change Charge will apply.

Non Recurring Charges

IntraLATA or InterLATA Presubscription Change Charge

	<u>Maximum</u>
Change in Primary IntraLATA/interLATA Carrier	\$5.00
Change in additional line IntraLATA/interLATA Carrier	\$1.50

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9.5. SERVICE DESCRIPTION AND RATES (Cont'd)

9.5.6 Emergency Services (Enhanced 911)

Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

The Company is obligated to supply the E911 service provider in the Company's service area with accurate information necessary to update the E911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusive owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

The Company will be obligated to provide facilities to route calls from end-users to the proper PSAP. The Company recognizes the authority of the E911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges on a per line basis and remit all surcharge revenue to the appropriate government entity.

9.5.7 Telecommunications Relay Service (TRS)

Telecommunications relay service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices, to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

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9.5. SERVICE DESCRIPTION AND RATES (Cont'd)

9.5.8 Service Rates

Calls to Directory Assistance (per call basis)	
Local Directory Assistance	\$0.30
Intrastate Directory Assistance (Intra and InterLATA calls)	\$0.95
Change in Primary IntraLATA/interLATA Carrier	\$5.00
Change in additional line IntraLATA/interLATA Carrier	\$1.50

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