

October 16, 2007

Change the world. One call at a time.sm

Ann Cole Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

070656-TX

RECEIVED 178

Re: BetterWorld Telecom CLEC Application

Dear Ms. Cole:

I am enclosing on the behalf of BetterWorld Telecom, LLC ("BetterWorld") an original and two (2) copies of an Application for Certificates of Public Convenience and Necessity to Provide Local Exchange and Telephone Services in Florida. A check for \$400 for the application fee is also enclosed.

Package Includes:

Application for Certificate of Public Convenience for Local Exchange Services

Exhibit A - Certificate of Status (1 page)

Exhibit B - Article of Incorporation for DE (1 page)

Exhibit C - Resumes of Managers (1 page)

Exhibit D - Financial Statements for Three Years (15 pages)

Exhibit E - Florida Price Sheet (44 pages)

BetterWorld is claiming confidentiality of financials and has enclosed one copy within a sealed envelope.

Please date stamp the enclosed extra copy of this letter and return it in the enclosed selfaddressed stamped envelope.

CMP (Hr.onk)

COM Please contact me with any questions you may have.

CTR _____Sincerely,

ECR GCL 1 (Hf. only)

- OPC _____ Gloria Costa
- Manager Regulatory & Admin.

.only

- SCR _____Phone 703-797-1750
- Fax 866-888-1035
- SEC Enclosures

Icer

OTH

Check received with filing and torwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

initials of person who forwarded check

FPSC-COMMISSION CLERK.

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN **9635.00**. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must provide written permission before you can access it.

02 001 25 WH 11: 26

BetterWorld Telecom - 11951 Freedom Drive - 13th Floor Heston, VA 20190 CATE Phone: 703.797.1750 - Fax: 703.797.1750 9634 OCT 22 5 www.betterworldtelecom.com

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FLORIDA PUBLIC SERVICE COMMISSION

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT

APPLICATION FORM

for

AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE **TELECOMMUNICATIONS COMPANY SERVICE** WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used as an application for an original certificate and for approval of sale. assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Page 8).
- B. Print or type all responses to each item requested in the application. If an item is not applicable, please explain.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and two (2) copies of this form along with a nonrefundable application fee of \$400.00 to:

Florida Public Service Commission **Division of the Commission Clerk and Administrative Services** 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850 (850) 413-6770

- E. A filing fee of \$400.00 is required for the sale, assignment or transfer of an existing certificate to another company (Chapter 25-24.815, F.A.C.). DOCUMENT VILMETR - DATE
- F. If you have guestions about completing the form, contact:

Florida Public Service Commission **Division of Competitive Markets and Enforcement** 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850 (850) 413-6600

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

1. This is an application for (check one):

Original certificate (new company).

Approval of transfer of existing certificate: <u>Example</u>, a non-certificated company purchases an existing company and desires to retain the original certificate of authority rather that apply for a new certificate.

Approval of assignment of existing Certificate: Example, a certificated company purchases an existing company and desires to retain the existing certificate of authority and tariff.

- 2. Name of company: BetterWorld Telecom, LLC
- 3. Name under which applicant will do business (fictitious name, etc.):

BetterWorld Telecom

4. Official mailing address:

Street/Post Office Box: 11951 Freedom Drive, 13th Flr. City: Reston State: VA Zip: 20190

5. Florida address:

Street/Post Office Box: No address in Florida City: State: Zip:

6. Structure of organization:

	Individual
\ge	Foreign Corporation
	General Partnership
	Other,

Corporation Foreign Partnership Limited Partnership

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

7. If individual, provide:

Name:
Title:
Street/Post Office Box:
City:
State:
Zip:
Telephone No.:
ax No.:
E-Mail Address:
Nebsite Address:

- 8. <u>If incorporated in Florida</u>, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is:
- 9. <u>If foreign corporation</u>, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: M06000003378
- **10.** <u>If using fictitious name (d/b/a)</u>, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida. The Florida Secretary of State fictitious name registration number is:
- 11. <u>If a limited liability partnership</u>, please proof of registration to operate in Florida. The Florida Secretary of State registration number is:
- 12. <u>If a partnership</u>, provide name, title and address of all partners and a copy of the partnership agreement.

Name:
Title:
Street/Post Office Box
City:
State:
Zip:
Telephone No.:
Fax No.:
E-Mail Address:
Website Address:

13. <u>If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. The Florida registration number is:</u>

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

14. Provide F.E.I. Number(if applicable): 27-0044246

- 15. Who will serve as liaison to the Commission in regard to the following?
 - (a) The application:

Name: Gloria Costa Title: Regulatory Manager Street name & number: 11951 Freedom Drive, 13th Floor Post office box: City: Reston State: VA Zip: 20190 Telephone No.: 703-797-1750 x909 Fax No.: 866-888-1035 E-Mail Address: gcosta@betterworldtelecom.com Website Address: www.betterworldtelecom.com

(b) Official point of contact for the ongoing operations of the company:

Name: Glenn Powell Title: Director of Operations Street name & number: 11951 Freedom Drive, 13th Floor Post office box: City: Reston State: VA Zip: 20190 Telephone No.: 703-797-1750 x908 Fax No.: 866-888-1035 E-Mail Address: gpowell@betterworldtelecom.com Website Address: www.betterworldtelecom.com

(c) Complaints/Inquiries from customers:

Name: Glenn Powell Title: Director of Operations Street/Post Office Box: 11951 Freedom Drive, 13th Floor City: Reston State: VA Zip: 20190 Telephone No.: 703-797-1750 x908 Fax No.: 866-888-1035 E-Mail Address: gpowell@betterworldtelecom.com Website Address: www.betterworldtelecom.com

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

16. List the states in which the applicant:

(a) has operated as a Competitive Local Exchange Telecommunications Company.

Illinois, New York, Washington, Indiana, Oregon, Colorado

(b) has applications pending to be certificated as a Competitive Local Exchange Telecommunications Company.

Maryland, Virginia

(c) is certificated to operate as a Competitive Local Exchange Telecommunications Company.

Illinois, New York, Washington, Indiana, Oregon, Colorado

(d) has been denied authority to operate as a Competitive Local Exchange Telecommunications Company and the circumstances involved.

We have not been denied authority in any state

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

We have never had any violations

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

We have not been involved in any actions.

17. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent (and not had his or her competency restored), or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, <u>provide explanation</u>.

No officers, directors, or any person within BetterWorld have been involved with any of the above actions

(b) granted or denied a competitive local exchange certificate in the State of Florida (this includes active and canceled competitive local exchange certificates). If yes, provide explanation and list the certificate holder and certificate number.

We have not been denied authority in Florida

(c) an officer, director, partner or stockholder in any other Florida certificated or registered telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

Noone with BetterWorld has held any position in Florida

18. Submit the following:

(a) <u>Managerial capability</u>: resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

(b) <u>Technical capability</u>: resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

- (c) <u>Financial Capability</u>: applicant's audited financial statements for the most recent three (3) years. If the applicant does not have audited financial statements, it shall so be stated. Unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:
 - 1. the balance sheet,
 - 2. income statement, and
 - 3. statement of retained earnings.

Note: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

THIS PAGE MUST BE COMPLETED AND SIGNED

REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee. Regardless of the gross operating revenue of a company, a minimum annual assessment fee, as defined by the Commission, is required.

RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's rules and orders relating to the provisioning of competitive local exchange telecommunications company (CLEC) service in Florida.

APPLICANT ACKNOWLEDGEMENT: By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide competitive local exchange telecommunications company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

Company Owner or Officer

Print Name: Matthew Bauer Title: President Telephone No.: 703-797-1750 x904 E-Mail Address: mbauer@betterworldtelecom.com

Muthen Signature:

Date: 10-16-07

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

EXHIBITS

- Exhibit A Certificate of Status
- Exhibit B Article of Incorporation for DE
- Exhibit C Resumes of Managers
- Exhibit D Financial Statements
- Exhibit E Florida Price Sheet

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

EXHIBIT A

CERTIFICATE OF STATUS

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

State of Florida Department of State

I certify from the records of this office that BETTERWORLD TELECOM LLC is a limited liability company organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on June 14, 2006.

The document number of this limited liability company is M06000003378.

I further certify that said limited liability company has paid all fees due this office through December 31, 2007, that its most recent annual report was filed on February 13, 2007, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the First day of October, 2007

Secretary of State

Authentication ID: 000110116160-100107-M06000003378

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed. www.sunbiz.org/auth.html



EXHIBIT B

ARTICLE OF INCORPORATION

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

STATE OF DELAWARE SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 11:00 AM 01/27/2003 030052600 - 3618767

CERTIFICATE OF FORMATION

OF

BETTERWORLD TELECOM, LLC

1. The name of the limited liability company is BetterWorld Telecom, LLC.

2. The address of its registered office in the State of Delaware is Corporation

Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation this 23rd day of January, 2003.

/s/ Melanie J. Bosman

Melanie J. Bosman, Authorized Person

EXHIBIT C

RESUMES OF MANAGERS

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

BETTERWORLD TELECOM, LLC MANAGERS

Jim Kenefick, Chairman

With over 15 years of industry experience Jim previously founded NETtel, an integrated communications provider ("ICP") that provided local and long distance services to small and medium sized businesses throughout the United States. He served as Chief Executive Officer until the company was sold to McCleod USA in January 2001. While at NETtel he raised over \$300 million and managed more than 600 employees. From 1995 to 2001 Mr. Kenefick was an initial investor, principal, advisor and Director for Epoch Networks, a Tier 1 Internet Service Provider. Mr. Kenefick assisted Epoch in raising \$150 mm in venture capital, helped recruit executive team members and advised the company on general management strategy.

Previously Jim founded Keystone Corp., an IXC specializing in providing telecommunications services to the hospitality industry, and served as chief executive officer until the company was sold to National Telecom in 1995. Jim is also a Two Time E&Y Entrepreneur of the year finalist and a Babson College graduate with a degree in finance and entrepreneurial studies. Jim is a long time member of the Entrepreneurs Organization and Young Presidents Organization.

Matt Bauer, President

As a social entrepreneur, Matt has worked to improve communities in the U.S. and abroad in both for-profit and non-profit sectors over the past 18 years. Before cofounding BetterWorld Telecom, Matt served as Director of Business Development from 1999 to 2002 for the AES Corporation, a Fortune 200 independent power company that owns and operates over \$33 billion of assets in 28 countries. Prior to AES, as Marketing Director for NETtel Communications, Matt spearheaded the development and management of NETtel's web based product line and web sites. Prior to NETtel he served a number of roles over 10 years including Director of Sales and Marketing for Valucom, Inc., an information services, network design, technology and consulting firm whose clients included most of the top 20 telecom carriers in the world.

Matt's professional affiliations include membership in the Social Venture Network, the DC Sustainable Business Network, and the GW EMBA Alumni Association. He dedicates substantial time to community-based organizations focused on children, sustainability, and the arts in Washington, DC and Atlanta - currently serving on the board of trustees for the Patricia M. Sitar Center for Artistic Youth Development, the DC Sustainable Business Network, the U Street Theatre Foundation (Lincoln Theatre), and the True Colors Theatre Company. Matt holds a BA in Telecommunications from Indiana University, an MBA from George Washington University and has completed executive coursework at MIT.

EXHIBIT D

FINANCIAL STATEMENTS

(CLAIMING CONFIDENTIALITY OF FINANCES) (SEE ENVELOPE)

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

EXHIBIT E

FLORIDA PRICE SHEET

FORM PSC/CMP-8 (01/06) Required by Commission Rule Nos. 25-24.810, and 25-24.815

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service for local exchange telecommunications services provided by BetterWorld Telecom LLC, with principal offices at 11951 Freedom Drive, 13th Floor, Reston, VA 20190. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13th Floor Reston, VA 20190

CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date at the bottom of this page.

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

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Effective:

SYMBOLS SHEET

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

- **D** Delete Or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved From Another Price List Location
- N New
- **R** Change Resulting In A Reduction To A Customer's Bill
- T Change in Text Or Regulation But No Change In Rate Or Charge
- A. Check Sheets When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.
- **B.** Sheet Numbering and Revision levels Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities an to identify the customer for billing purposes.

Company or Carrier - BetterWorld Telecom, LLC

Central Office - A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Exchange - The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area.

Intra-LATA Toll Messages - Those toll messages which originate and terminate within the same LATA.

Message - a completed telephone call.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The company provides long distance interexchange and local service on a resold basis to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis, unless otherwise stated in this tariff and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days)

- 2.2 Obligations of the Customer
 - 2.2.1 The customer shall be responsible for:
 - 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
 - 2.2.1.2 Reimbursing the Company for 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's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
 - 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

- 2.2 Obligations of the Customer (Cont'd)
 - 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the

Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

- 2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, 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

- 2.2 Obligations of the Customer (Cont'd)
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.
 - 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
 - 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
 - 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.
- 2.3 Liability of the Company
 - 2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- 2.3 Liability of the Company (Cont'd)
 - 2.3.2 Service Irregularities
 - 2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.
 - 2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.
 - 2.3.3 Claims of Misuse of Service
 - 2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

Effective:

- 2.3 Liability of the Company (Cont'd)
 - The Company does not require indemnification from the 2.3.3.2 customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.
 - 2.3.4 Defacement of Premises
 - The Company is not liable for any defacement of, or damage 2.3.4.1 to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.
 - Facilities and Equipment in Explosive Atmosphere, Hazardous or 2.3.5 Inaccessible Locations
 - The Company does not guarantee nor make any warranty with 2.3.5.1 respect to installations provided by it for use in an explosive atmosphere. 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, 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 equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

Effective:

- 2.3 Liability of the Company (Cont'd)
 - 2.3.6 Service at Outdoor Locations
 - 2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

- 2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATON OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warrantees or representations imposed by the Company should be upheld in a court of law.
- 2.3.8 Limitation of Liability
 - 2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

- 2.4 Application for Service
 - 2.4.1 Minimum Contract Period
 - 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
 - 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
 - 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.
 - 2.4.2 Cancellation of Service
 - 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
 - 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

- 2.4 Application for Service (Cont'd)
 - 2.4.2.2.A The total costs of installing and removing such facilities; or
 - 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
 - 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company or a network partner on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

- 2.5 Payment for Services (Cont'd)
 - 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.
- 2.6 Customer Deposits
 - 2.6.1 BetterWorld Telecom, LLC does not collect customer deposits.
- 2.7 Late Payment Charges
 - 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
 - 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.

Effective:

- 2.7 Late Payment Charges (Cont'd)
 - 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
 - 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).
- 2.8 Customer Complaints and Billing Disputes
 - 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
 - 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Florida Public Service Commission Capital Circle Office Center 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

1-850-413-6100 (Main PSC number) 1-800-342-3552 (Toll-free PSC number)

- 2.8.3 The Company provides the following toll free number 866-567-2273 for customers to contact the carrier.
- 2.8.4 The Company will not collect attorney fees or court costs from customers.

Effective:

- 2.9 Allowance for Interruptions in Service
 - 2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.
- 2.10 Taxes and Fees
 - 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
 - 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
 - 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.
- 2.11 Returned Check Charge

The charge for a returned check is \$25

2.12 Directory Assistance Call Allowance

Residential customers shall receive four free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

- 2.14 Termination of Service:
 - 2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

Effective:

- 2.14 Termination of Service: (Cont'd)
 - 2.14.2. Denial of Service Requiring Notice
 - 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
 - 2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
 - 2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
 - 2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
 - 2.14.2.1.D Non-payment of Bill.
 - 2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

Effective:

- 2.14 Termination of Service: (Cont'd)
 - 2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
 - 2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
 - 2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-ofway, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
 - 2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
 - 2.14.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.
 - 2.14.3. Insufficient Reasons for Denial of Service
 - 2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

- 2.14 Termination of Service: (Cont'd)
 - 2.14.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;
 - 2.14.3.1.B Failure to pay for a different class of service for a different entity;
 - 2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill;
 - 2.14.3.1.D Failure to pay directory advertising charges;
 - 2.14.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
 - 2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:
 - 2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
 - 2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

- 2.14 Termination of Service: (Cont'd)
 - 2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:
 - (i) In a fictitious name,
 - (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
 - (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
 - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

Effective:

2.14.3.2 This regulation applies to both residential and nonresidential classes of service.

- 2.15 Unlawful Use of Service
 - 2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
 - 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
 - 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
 - 2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.
- 2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

- 2.17 Telephone Solicitation by Use of Recorded Messages
 - 2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.
- 2.18 Incomplete Calls
 - 2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.
- 2.19 Overcharge/Undercharge
 - 2.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
 - 2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

3.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Illinois Commission.

3.2 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice=grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for call placed from the Customer's line. No usage charges will apply to calls received by the next month's bill immediately following work performed by the Company.

Standard Business Local Exchange Service offers the customer access to 911 service, operator services, and relay services.

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.1 Bell South Calling Areas

Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

3.2.1.1 Flat Rate Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) locations that are available for their service area. Regional toll calls (outside the local areas, but within regional boundaries) will be billed separately per minute.

RATE GROUPS

	Flat Rate	Flat Rate
	<u>Single Line</u>	<u>Multi Line</u>
1	\$20.50	\$23.36
2	\$20.96	\$24 .26
3	\$21.47	\$30.60
4	\$23.29	\$30.60
5	\$23.74	\$30.60
6	\$24.23	\$30.60
7	\$25.61	\$30.60
8	\$26.02	\$34.20
9	\$26.39	\$34.20
10	\$26.67	\$34.20
11	\$26.95	\$34.20
12	\$27.06	\$34.20
X1	\$21.38	\$26.96
X2	\$27.71	\$33.26
X3	\$28.95	\$33.26
X4	\$26.59	\$33.26

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.1.2 PBX Trunk Flat Rate

Basic PBX Trunk Service provides the Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DSO level.

PBX Trunks-Flat Rate	Combination, Out Dial, Inward Only, DID	DID Combination Trunk ¹
TFC=Flat Rate Combination Trunk	TFC	TUTK
TFU=Flat Rate Outdial Trunk	TFU	TDDCX
TFN=Flate Rate Inward Only Trunk	TFN	
TDD1X=DID Inward Trunk	TDD1X	
Rate Group 1	\$30.29	\$60.59
Rate Group 2	\$32.72	\$63.65
Rate Group 3	\$33.51	\$67.01
Rate Group 4	\$35.04	\$70.07
Rate Group 5	\$36.50	\$72.99
Rate Group 6	\$38.10	\$76.19
Rate Group 7	\$39.40	\$78.80
Rate Group 8	\$40.70	\$81.40
Rate Group 9	\$41.92	\$83.84
Rate Group 10	\$42.84	\$85.68
Rate Group 11	\$43.76	\$87.52
Rate Group 12	\$44.52	\$89.05
¹ Requires DID PBX Trunk Port		

3.2 Standard Business Local Exchange Service (Cont'd)

3.2.1.3 Direct Inward Dialing (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

Direct Inward Dialing Service	Monthly
Established Trunk Group and First 20 DID Station Numbers	\$4.50
Additional 20 Numbers	\$4.50
Non-Consecutive DID Numbers, each	\$0.23
DID Trunk Port – Inward Only Trunk, per port	\$23.40
DID Trunk Port-each Combination Trunk with Call Transfer	\$48.60
MF Pulsing Option, per trunk port	\$8.10
DTME Pulsing Option, per trunk port	\$8.10

3.2.1.4 Connection Charges

-	First Line	Each Add'l Line
New Line Installation	\$63.50	\$14.50
Move Service – Different Premises	\$63.50	\$14.50
Telephone Number Change	\$46.00	\$15.00
Rewire One Type of Srv to Another	\$46.00	\$15.00
Remote Call Forwarding	\$19.00	
Restore Service for Non-Payment	\$46.00	\$15.00
Change of Service Charge	\$12.50	

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.2 Verizon Calling Areas

Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

3.2.2.1 Flat Rate Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) locations that are available for their service area. Regional toll calls (outside the local areas, but within regional boundaries) will be billed separately per minute.

Business Individual Flat Rate	per line
Rate Group 1	\$22.50
Rate Group 2	\$26.33
Rate Group 3	\$26.33
Rate Group 4	\$26.33
Rate Group 5	\$27.49
Rate Group 1 to 5 w/Hunting	\$35.33
Business Individual Flat Rate – MTM	per line
Business Individual Flat Rate – MTM Rate Group 1 w/ECS	per line \$32.13
	•
Rate Group 1 w/ECS	\$32.13
Rate Group 1 w/ECS Rate Group 2 w/ECS	\$32.13 \$32.13
Rate Group 1 w/ECS Rate Group 2 w/ECS Rate Group 3 w/ECS	\$32.13 \$32.13 \$32.13

\$34.30

SECTION 3 - LOCAL EXCHANGE SERVICES DESCRIPTION AND RATES (CONT"D)

Rate Group 4 w/ECS & Hunting & 25+ Lines

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.2 Verizon Calling Areas (Cont'd)
 - 3.2.2.1 Flat Rate Service (Cont'd)

Business Individual Flat Rate – 12 Months	per line
Rate Group 1 to 5 w/ECS 3-24 Lines	\$31.50
Rate Group 1 to 5 w/ECS & Hunting 3-24 Lines	\$40.50
Rate Group 1 to 5 w/ECS & 25+ Lines	\$27.00
Rate Group 4 w/ECS & Hunting & 25+ Lines	\$38.70
	P .
Business Individual Flat Rate – 24/36 Months	per line
Rate Group 1 to 5 w/ECS 3-24 Lines	\$28.80
Rate Group 1 to 5 w/ECS & Hunting 3-24 Lines	\$36.00
Rate Group 1 to 5 w/ECS & 25+ Lines	\$24.30

3.2.2.2 PBX Trunk – Flat Rate

Basic PBX Trunk Service provides the Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DSO level.

Business PBX Trunk Flat Rate Rate Groups 1 to 5	per line \$45.00
Business PBX Trunk Flat Rate – MTM Rate Groups 1 to 5 w/ECS	\$49.50
Business PBX Trunk Flat Rate – 12 Months Rate Groups 1 to 5 w/ECS Rate Groups 1 to 5 w/ECS >25 Lines	\$40.50 \$38.70

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.2 Verizon Calling Areas (Cont'd)
 - 3.2.2.2 PBX Trunk Flat Rate (Cont'd)

Business PBX Trunk Flat Rate – 24/36Months	per line
Rate Groups 1 to 5 w/ECS	\$36.00
Rate Groups 1 to 5 w/ECS >25 Lines	\$34.20

3.2.2.3 Message Rate Service

Customers subscribing to Message Rate Service will pay a recurring service charge and a local usage per call charge. The Message Rate Service Customer will be charged a per minute rate for all local calls placed from the Customer's line.

Rat	siness Individual Message F e Group 1 – 5 e Group 1 – 5 w/Hunting	Rate	per line \$19.80 \$23.40
	X Trunk Message Rate e Groups 1 – 5		per line \$29.76
	ssage Rate Pricing e Groups 1 – 5 Per messa	ge	\$0.09
3.2.2.4	Connection Charges		
		First Line	Each Add'l Line

\$55.00	\$35.00
\$55.00	\$35.00
\$20.50	\$9.25
\$12.50	
	\$55.00 \$20.50

Reston, VA 20190

3.2 Standard Business Local Exchange Service (Cont'd)

3.2.3 Sprint Calling Areas

3.2.3.1 Local Service

Business Flat Rate without Hunting	MTM	24M	36M
Rate Group 1	\$20.00	\$18.00	\$17.00
Rate Group 2	\$20.76	\$18.68	\$17.64
Rate Group 3	\$23.32	\$20.99	\$19.82
Rate Group 4	\$25.03	\$22.53	\$21.28
Rate Group 5	\$26.93	\$24.24	\$22.89
Business Flat Rate with Hunting	MTM	24M	36M
Rate Group 1	\$27.88	\$25.09	\$23 .70
Rate Group 2	\$28.41	\$25.56	\$24.14
Rate Group 3	\$31.26	\$28.13	\$26.57
Rate Group 4	\$33.49	\$30.14	\$28.46
Rate Group 5	\$36.96	\$33.26	\$31.41

Business Flat Rate with Untimed Message Rate ECS, without Hunting

	MTM	24M	36M
Rate Group 11	\$20.00	\$18.00	\$17.00
Rate Group 21	\$20.76	\$18.68	\$17.64
Rate Group 31	\$23.32	\$20.99	\$19.82
Rate Group 41	\$25.03	\$22.53	\$21.28
Rate Group 51	\$26.93	\$24.24	\$22.89

Business Flat Rate with Untimed Message Rate ECS, with Hunting

	MTM	24M	36M
Rate Group 11	\$27.88	\$25.09	\$23 .70
Rate Group 21	\$28.41	\$25.56	\$24.14
Rate Group 31	\$31.26	\$28.13	\$26.57
Rate Group 41	\$33.49	\$30.14	\$28.46
Rate Group 51	\$36.96	\$33.26	\$31.41

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.3 Sprint Calling Areas (Cont'd)

Business Flat Rate with Measu	ired Rate ECS, with	out Hunting	
	MTM	24M	36M
Rate Group 12	\$20.00	\$18.00	\$17.00
Rate Group 22	\$20.76	\$18.68	\$17.64
Rate Group 32	\$23.32	\$20.99	\$19.82
Rate Group 42	\$25.03	\$22.53	\$21.28
Business Flat Rate with Messa	ge Rate ECS, with I	lunting	
	NATNA	2414	2614

MTM	24M	36M
\$27.88	\$25.09	\$23.70
\$28.41	\$25.56	\$24.14
\$31.26	\$28.13	\$26.57
\$33.49	\$30.14	\$28.46
	\$27.88 \$28.41 \$31.26	\$27.88 \$25.09 \$28.41 \$25.56 \$31.26 \$28.13

Business Flat Rate with Untimed Message AND Measured Rates ECS, without Hunting

101 1 101	Z41VI	JOIN
\$20.00	\$18.00	\$17.00
\$20.76	\$18.68	\$17.64
\$23.32	\$20.99	\$19.82
\$25.03	\$22.53	\$21.28
\$26.93	\$24.24	\$22.89
	\$20.00 \$20.76 \$23.32 \$25.03	\$20.00 \$18.00 \$20.76 \$18.68 \$23.32 \$20.99 \$25.03 \$22.53

Business Flat Rate with Untimed Message AND Measured Rates ECS, with Hunting

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Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13th Floor Reston, VA 20190

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.3 Sprint Calling Areas (Cont'd)

Business Flat Rate with TIMED Messa	ge Rate ECS	, without Hunt	ting
	MTM	24M	36M
Rate Group 14	\$20.00	\$18.00	\$17.00
Rate Group 24	\$20.76	\$18.68	\$17.64
Rate Group 34	\$23.32	\$20.99	\$19.82
Business Flat Rate with TIMED Messa	ge Rates EC	S, with Huntin	g
	MTM	24M	36M
Rate Group 14	\$27.88	\$25.09	\$23.70
Rate Group 24	\$28.41	\$25.56	\$24.14
Rate Group 34	\$31.26	\$28.13	\$26.57
Business Flat Rate with TIMED Messa	ge AND Mea	sured Rate E	CS,
without Hunting			
·	MTM	24M	36M
Rate Group 15	\$20.00	\$18.00	\$17.00
Rate Group 25	\$20.76	\$18.68	\$17.64
Rate Group 35	\$23.32	\$20.99	\$19.82
Business Flat Rate with TIMED Messa	ge AND Mea	sured Rate E	CS, with

Business Flat Rate with TIMED Message AND Measured Rate ECS, with Hunting MTM 24M 36M

		24101	30101
Rate Group 15	\$27.88	\$25.09	\$23 .70
Rate Group 25	\$28.41	\$25.56	\$24.14
Rate Group 35	\$31.26	\$28.13	\$26.57

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.3 Sprint Calling Areas (Cont'd)

Business Flat Rate Key Line Without Hunting

MTM	24M	36M		
Rate Group 1		\$27.50	\$24.75	\$23.38
Rate Group 2		\$27.84	\$25.05	\$23.66
Rate Group 3		\$29.64	\$26.68	\$25.19
Rate Group 4		\$30.26	\$27.23	\$25.72
Rate Group 5		\$32.02	\$28.81	\$27.21

Business Flat Rate Key Line With Hunting

	MTM	24M	36M
Rate Group 1	\$31.83	\$28.61	\$27.05
Rate Group 2	\$32.78	\$29.50	\$27.86
Rate Group 3	\$35.01	\$31.51	\$29.76
Rate Group 4	\$36.81	\$33.13	\$31.29
Rate Group 5	\$41.56	\$37.41	\$35.33

Business Flat Rate Key Line With Untimed Message Rate ECS, without Hunting

	24171	20101
\$27.50	\$24.75	\$23.38
\$27.84	\$25.05	\$23.66
\$29.64	\$26.68	\$25.19
\$30.26	\$27.23	\$25.72
\$32.02	\$28.81	\$27.21
	\$27.50 \$27.84 \$29.64 \$30.26	\$27.50 \$24.75 \$27.84 \$25.05 \$29.64 \$26.68 \$30.26 \$27.23

Business Flat Rate Key Line With Untimed Message Rate ECS, with Hunting

	MTM	24M	36M
Rate Group 11	\$31.83	\$28.61	\$27.05
Rate Group 21	\$32.78	\$29.50	\$27.86
Rate Group 31	\$35.01	\$31.51	\$29.76
Rate Group 41	\$36.81	\$33.13	\$31.29
Rate Group 51	\$41.56	\$37.41	\$35.33

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.3 Sprint Calling Areas (Cont'd)

Business Flat Rate Key Line With M	leasured Rate E	ECS, without I	Hunting
-	MTM	24M	36M
Rate Group 12	\$27.50	\$24.75	\$23.38
Rate Group 22	\$27.84	\$25.05	\$23.66
Rate Group 32	\$29.64	\$26.68	\$25.19
Rate Group 42	\$30.26	\$27.23	\$25.72

Business Flat Rate Key Line With Measured Rate ECS, with Hunting

MTM	24M	36M
\$31.83	\$28.61	\$27.05
\$32.78	\$29.50	\$27.86
\$35.01	\$31.51	\$29.76
\$36.81	\$33.13	\$31.29
	\$32.78 \$35.01	\$31.83 \$28.61 \$32.78 \$29.50 \$35.01 \$31.51

Business Flat Rate Key Line With Untimed Message AND Measured Rate ECS, without Hunting MTM 24M 36M

	24111	2014
\$27.50	\$24.75	\$23.38
\$27.84	\$25.05	\$23.66
\$29.64	\$26.68	\$25.19
\$30.26	\$27.23	\$25.72
\$32.02	\$28.81	\$27.21
	\$27.50 \$27.84 \$29.64 \$30.26	\$27.50 \$24.75 \$27.84 \$25.05 \$29.64 \$26.68 \$30.26 \$27.23

Business Flat Rate Key Line With Untimed Message AND Measured Rate ECS, with Hunting

	MTM	24M	36M
Rate Group 13	\$31.83	\$28.61	\$2 7.05
Rate Group 23	\$32.78	\$29.50	\$27.86
Rate Group 33	\$35.01	\$31.51	\$29 .76
Rate Group 43	\$36.81	\$33.13	\$31.29
Rate Group 53	\$41.56	\$37.41	\$35.33

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.3 Sprint Calling Areas (Cont'd)

Business Flat Rate Key Line With TIMED Message Rate ECS, without Hunting

	MTM	24M	36M
Rate Group 14	\$27.50	\$24.75	\$23.38
Rate Group 24	\$27.84	\$25.05	\$23.66
Rate Group 34	\$29.64	\$26.68	\$25.19

Business Flat Rate Key Line With TIMED Message Rate ECS, with Hunting			
	MTM	24M	36M
Rate Group 14	\$31.83	\$28.61	\$27.05
Rate Group 24	\$32.78	\$29.50	\$27.86
Rate Group 34	\$35.01	\$31.51	\$29.76

Business Flat Rate Key Line With TIMED Message AND Measured Rate ECS, without Hunting

MIM	24M	36M
\$27.50	\$24.75	\$23.38
\$27.84	\$25.05	\$23.66
\$29.64	\$26.68	\$25.19
	\$27.84	\$27.50 \$24.75 \$27.84 \$25.05

Business Flat Rate Key Line With TIMED Message AND Measured Rate ECS, with Hunting

	MTM	24M	36M
Rate Group 14	\$31.83	\$28.61	\$27.05
Rate Group 24	\$32.78	\$29.50	\$27.86
Rate Group 34	\$35.01	\$31.51	\$29.76

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.3 Sprint Calling Areas (Cont'd)
 - 3.2.3.2 PBX Trunk Services

Trunk Rates Include Hunting PBX Flat Rate Trunk

	MTM	24M	36M
Rate Group 1	\$33.96	\$30.57	\$28.87
Rate Group 2	\$35.10	\$31.59	\$29.84
Rate Group 3	\$39.43	\$35.48	\$33.51
Rate Group 4	\$41.47	\$37.32	\$35.25
Rate Group 5	\$47.28	\$42.54	\$40.17
·			
PBX Flat Rate Trunk with Untimed Mes	sage Rate E0	S	
	МТМ	24M	36M
Rate Group 11	\$33.96	\$30.57	\$28.87
Rate Group 21	\$35.10	\$31.59	\$29.84
Rate Group 31	\$39.43	\$35.48	\$33.51
Rate Group 41	\$41.47	\$37.32	\$35.25
Rate Group 51	\$47.28	\$42.54	\$40.17
PBX Flat Rate Trunk with Measured Ra	te ECS		
	MTM	24M	36M
Rate Group 12	\$33.96	\$30.57	\$28.87
Rate Group 22	\$35.10	\$31.59	\$29.84
Rate Group 32	\$39.43	\$35.48	\$33.51
Rate Group 42	\$41.47	\$37.32	\$35.25
PBX Flat Rate Trunk with Untimed Mes	sage AND Me	easured Rate	ECS
	MTM	24M	36M
Rate Group 13	\$33.96	\$30.57	\$28.87
Rate Group 23	\$35.10	\$31.59	\$29.84
Rate Group 33	\$39.43	\$35.48	\$33.51
Rate Group 43	\$41.47	\$37.32	\$35.25
	+ · · · · ·	+ + · · - ···	
Rate Group 53	\$47.28	\$42.54	\$40.17

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.3 Sprint Calling Areas (Cont'd)

PBX Flat Rate Trunk with Timed Messa	age ECS		
	MTM	24M	36M
Rate Group 14	\$33.96	\$30.57	\$28.87
Rate Group 24	\$35.10	\$31.59	\$29.84
Rate Group 34	\$39.43	\$35.48	\$33.51
PBX Flat Rate Trunk with Timed Messa			
	МТМ	24M	36M
Rate Group 15	\$33.96	\$30.57	\$28.87
Rate Group 25	\$35.10	\$31.59	\$29.84
Rate Group 35	\$39.43	\$35.48	\$33.51
Unit Allowance on First Trunk Only 10	5		
	•		
PBX Flat Rate DID Trunk & Port	MTM	24M	36M
Rate Group 1, 11, 12, 13, 14& 15	\$67.21	\$63.82	\$62.12
Rate Group 2, 21, 22, 23,24, & 25	\$68.35	\$64.84	\$63.09
Rate Group 3, 31, 32, 33, 34 & 35	\$72.68	\$68.73	\$66.76
Rate Group 4, 41, 42, & 43	\$74.72	\$70.57	\$68.50
Rate Group 5, 51 & 53	\$80.53	\$75.79	\$73.42
PBX MR DID Trunk & Port	\$70.97	\$67.19	\$65.31
Rate Group 33 Orange City Only	\$74.77	\$70.61	\$68.54
	• •••••	+ · · · · · ·	+
PBX DID Numbers	Per Month		
Group of 20 DID numbers	\$9.50		
Group of 100 DID Numbers	\$47.50		
- , ····	•		
Remote Call Forwarding	Per Line		
First Access Line	\$20.43		
Each Additional Access Line	\$20.43		

- 3.2 Standard Business Local Exchange Service (Cont'd)
 - 3.2.3 Sprint Calling Areas (Cont'd)

Untimed Message Rate ECS	Calls to Zone 2 ECS
All Day	\$0.2375

Measured Rate ECS First Minute Additional Minute Calls to Zone 3 & 4 \$0.095 \$0.0570

Timed Message Rate EAS	Calls to Zone 1 ECS
Initial Period, up to 60 Min.	\$0.1900
Each Additional Min. Day Rate	\$0.2375
Each Additional Min. Evening & Nights	\$0.1805

Untimed Message Rate Home Area MR PBX TKS in Winter Park & Orange City only \$0.0700

3.2.3.2 Connection Charges

	First Line	Each Add'l Line
New Line Install	\$85.00	\$32.00
Move Service	\$85.00	\$32.00
Phone Number Change	\$46.00	\$10.00
Change of Service	\$12.50	\$12.50

3.3 DEDICATED LOCAL SERVICES

3.3.1 INTERGRATED ACCESS T1 SERVICE

Integrated Access T-1 Service is a bundled service offering that requires Customer to purchase, at the same customer location, local exchange service, and Internet services from the Company. The standard configuration involves having a single DS-1 at the Customer's premises. When ordering service via DS-1, the Customer must purchase a minimum of six (6) local exchange lines or trunks and utilize at least 512 Kbps of data capacity. Additional charges apply for additional local exchange lines and additional data capacity (128 Kbps increments). Integrated Access Service includes Unlimited Local Calling and requires a two (2) year service term. Pricing for other service terms is ICB. Long distance usage is not included in the following rates.

Base Package (6 local lines, 512 K Data)			
Dase i ackage (o lood	Bell South Areas	\$645.00	
	Verizon Areas	\$570.00	
Additional Local Lines Additional 128K Data		\$7.50 each \$40.00 each	

3.3.2 ISDN PRI T-1 SERVICE

ISDN PRI T-1 Service is a service offering that requires Customer to purchase, at the same customer location, local exchange service from the Company. The standard configuration involves having a single DS-1 at the Customer's premises and includes 1 D Channel and 23 B Channels. ISDN PRI Service includes Unlimited Local Calling and requires a two (2) year service term. Pricing for other service terms is ICB. Long distance usage is not included in the following rates.

Base Package

Per Month \$540.00

Effective:

Per Month

3.3 Dedicated Local Services (Cont'd)

3.3.3 CHANNELIZED T-1 SERVICE

Channelized T-1 Service is a service offering that requires Customer to purchase, at the same customer location, local exchange service from the Company. The standard configuration involves having a single DS-1 at the Customer's premises. When ordering service via DS-1, the Customer must purchase a minimum of six (6) local exchange lines or trunks. Additional charges apply for additional local exchange lines. Channelized T-1 Service includes Unlimited Local Calling and requires a two (2) year service term. Pricing for other service terms is ICB. Long distance usage is not included in the following rates.

Per Month

Base Package (6 local li	nes)	
- .	Bell South Areas	\$645.00
	Verizon Areas	\$570.00
Additional Local Lines		\$7.50 each

3.3.4 FEATURES FOR DEDICATED LOCAL SERVICE

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Features that are included free of charge: Block of 20 DID Numbers, Call Waiting, Call Forwarding Variable, Speed Dialing, Caller ID - Number Only, Call Transfer

Rates for Additional Features

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Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multi-line Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Features	Per Month
Additional DID numbers	\$0.40 each
Three Way Calling	\$4.00
Auto Redial	\$4.00
Call Return	\$4.00
Caller ID with Name	\$20.00
Anonymous Call Rejection	\$4.00
Wire Maintenance Plan	\$10.00

3.3 Dedicated Local Services (Cont'd)

3.3.4 FEATURES FOR DEDICATED LOCAL SERVICE (Cont'd)

Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Per Use Features	<u>Per Use</u>
Three Way Calling	\$1.70
Auto Redial e	\$1.70
Call Return	\$1.70

SECTION 4 - MISCELLANEOUS SERVICES AND RATES

4.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

At the Customer's option, the Company will automatically place a call to the requested number. For all calls completed in this manner, a Call Completion Charge and the Standard Usage Charges will apply in addition to the Requested Number Charge.

· · · · · · · · · · · · · · · · · · ·	Business		
	Bell South	Verizon	Sprint
Per call to Directory Assistance	1.03	0.85	0.55
National Directory Assistance	1.25	1.25	0.95
Directory Assistance Call Completion	0.30	0.45	
Directory Name and Address Request	1.25	1.25	

SECTION 4 - MISCELLANEOUS SERVICES AND RATES

4.2 Features for Local Services

4.2.1 Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multi-line Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Feature	Per Month		
	Bell South	Verizon	<u>Sprint</u>
Call Forwarding - Basic	\$6.30	4.50	
Call Forwarding Busy	\$3.75	\$1.13	\$1.42
Call Forwarding No Answer	\$3.75	\$1.13	\$1.42
Call Forward Busy/No Answer		\$3.75	
Call Forwarding Remote Access	\$6.30	\$	\$4.75
Call Waiting	\$5.50	\$7.20	\$5.70
Call Waiting ID Deluxe		\$3.60	\$5.70
Caller ID	\$9.00	\$10.80	\$9.98
Caller ID Deluxe	\$9.00		\$9.98
Speed Dialing #8	\$4.00	\$3.80	\$3.80
Speed Dialing #30	\$4.50	\$4.50	\$3.80
Unlimited *69 Call Return	\$5.00		\$4.75
Unlimited *66 Repeat Dialing	\$5.85		
Three Way Calling	\$5.85	\$5.40	\$4.75
Distinctive Ring	\$8.00	\$8.10	\$6.65
Anonymous Call Rejection	\$3.00	\$0.90	\$3.80
Wire Maintenance Plan	\$4.50	\$4.50	\$4.50

4.2 Telecommunications Relay Service

For calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call.

STATE OF FLORIDA

COMMISSIONERS: LISA POLAK EDGAR, CHAIRMAN MATTHEW M. CARTER II KATRINA J. MCMURRIAN NANCY ARGENZIANO NATHAN A. SKOP

OFFICE OF COMMISSION CLERK ANN COLE COMMISSION CLERK (850) 413-6770

CONFIDENTIAL

Public Service Commission

ACKNOWLEDGEMENT

DATE: October 22, 2007

Better World Telecom TO:

FROM: **Ruth Nettles, Office of Commission Clerk**

Acknowledgement of Receipt of Confidential Filing RE:

This will acknowledge receipt of a CONFIDENTIAL DOCUMENT filed in Docket Number 070656 or, if filed in an undocketed matter, concerning Financial Statement to Application, and filed on behalf of Better World. The document will be maintained in locked storage.

If you have any questions regarding this document, please contact Marguerite Lockard, 20 DOCEMEN' NUMBER-DAT 2 Deputy Clerk, at (850) 413-6770. 001

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