

TITLE PAGE

BROADVIEW NETWORKS, INC.

ACCESS SERVICES

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of Access Services by Broadview Networks, Inc., between one or more points within the State of Connecticut. This Tariff is on file with the Connecticut Department of Public Utility Control. Copies may be inspected during normal business hours at the Company's principal place of business; 800 Westchester Avenue, Suite N501, Rye Brook, NY 10573.

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CHECK SHEET

The sheets of this Tariff 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 Tariff and are currently in effect as of the date on the bottom of this sheet.

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EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C - Change in Regulation

D - Discontinued rate or regulation

I - Increased rate

M - Moved from another tariff location

N - New rate or regulation

R - Reduction in a rate or charge

T - Changed in text but no change in rate or regulation

1. Definitions

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

Access Minutes - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Services – Services provided pursuant to this tariff by the Company, including services provided by the Company in partnership with a Retail VoIP Service Provider.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer Designated Premises.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's Point Of Termination as an indication that the called party has answered or disconnected.

Call - A Customer attempt for which the complete address code is provided to the service end office.

Carrier or Common Carrier - Any individual, partnership, association, corporation or other entity engaged in telecommunications for hire by wire or radio between two or more exchanges.

Central Office - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company - Broadview Networks, Inc.

Customer - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

Customer Designated Premises - The Premises specified by the Customer for termination of Access Services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office Switch - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

1. Definitions (Cont'd)

End User - Any customer of a telecommunications service or a VoIP Service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly. A Retail VoIP Service Provider Partner shall be deemed to be an End User if the Retail VoIP Service Provider Partner delivers originating or terminating traffic in volume to the Company at one or more aggregation points. A customer of a Retail VoIP Service Provider Partner shall be deemed to be an End User to the extent that the Company partners with the Retail VoIP Service Provider Partner serving that customer to provide Access Services under this tariff.

End User Premises – The physical location specified by Customer or an End User for the origination or termination of Access Services, or in the event that a Retail VoIP Service Provider Partner is the End User, the point(s) at which the Retail VoIP Service Provider Partner delivers aggregated traffic to the Company.

Entry Switch - First point of switching.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FCC USF/ICC Order – The Report and Order issued by the Federal Communications Commission in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011).

First Point of Switching - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer Designated Premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer Designated Premises.

Interstate Communications - Any communications that crosses over a state boundary, whether telecommunications service or VoIP Service. Interstate Communications includes interstate and international communications.

Intrastate Communications - Any communication which originates and terminates within the same state, whether telecommunications service or VoIP Service.

1. Definitions (Cont'd)

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

Message - A Message is a Call as defined above.

Off-hook - The active condition of Switched Access Service or a telephone exchange line.

On-hook - The idle condition of Switched Access Service or a telephone exchange line.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User Premises to a carrier's premises.

Point of Termination - The point of demarcation within a Customer Designated Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Retail VoIP Service Provider Partner - A retail provider of VoIP Service with whom the Company partners to provide Switched Access Service under this tariff.

Serving Wire Center - The wire center from which the Customer Designated Premises normally obtains dial tone from the Company.

Special Access Circuit - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

Switched Access Service - The services described in Section 3 of this tariff.

1. Definitions (Cont'd)

Terminating Direction - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User Premises.

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Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the communications industry.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

VoIP-PSTN Traffic - Traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format.

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VoIP Service - IP-enabled service.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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2. General Regulations

2.1 Application of Tariff

2.1.1 Scope

This tariff contains regulations, rates and charges applicable to the provision of access services provided by Broadview to its Customers.

The access services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services. Pursuant to the Report and Order issued by the Federal Communications Commission in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011), the Company may partner with a retail VoIP service provider to provide access services under this tariff.

Amounts paid by the customers of a Company Retail VoIP Service Provider Partner to the Retail VoIP Service Provider Partner shall, for purposes of this tariff, be deemed to be in part amounts paid to the Company for services provided pursuant to this tariff.

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Issued: January 7, 2012

Issued by:

Steve Bogdan, Director - Regulatory
Broadview Networks, Inc.
800 Westchester Avenue, Suite N501
Rye Brook, NY 10573

Effective: February 12, 2012

2. General Regulations

2.2 Use of Service

2.2.1 Lawful Use

The service provided under this tariff shall not be used for any unlawful purpose, or any use as to which Customer has not obtained all governmental approvals, authorizations, and licenses required to be obtained by Customer with respect thereto.

2.2.2 Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized respectively, by the Company in the provision of such services.

2.2.3 Minimum Periods of Service

2.2.3.1 The minimum period for which services are provided and for which rates and charges are applicable is one month. In the case of specialized service or arrangements provided on an individual case basis as set forth in Section 2.10, one month is the minimum period of service unless a different minimum period is established with the individual case filing.

2.2.3.2 When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus all applicable non-recurring charges.

2. General Regulations

2.3 Responsibility of the Company

2.3.1 Scope

The Company does not undertake to transmit messages under this tariff. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff. The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

2.3.2 Liability of the Company

- 2.3.2.1 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 following provisions, the Company's liability if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. 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 a service interruption.
- 2.3.2.2 The Company shall not be liable for any act or omission of any other company providing a portion of a service.
- 2.3.2.3 The Company is not liable for damages to the Customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the negligence of the Company.
- 2.3.2.4 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services offered under this tariff, involving the following claims.
- (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications.

2. General Regulations

2.3 Responsibility of the Company (Cont'd)

2.3.2 Liability (Cont'd)

- (b) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user.
 - (c) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.
- 2.3.2.5 The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to the Customer's use of services so provided.
- 2.3.2.6 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.
- 2.3.2.7 The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.
- 2.3.2.8 The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the credit allowance for a service interruption as set forth in Section 2.7.
- 2.3.2.9 The Company shall be responsible only for the installation, operation and maintenance of the services it provides.

2. General Regulations

2.3 Responsibility of the Company (Cont'd)

2.3.3 Provision of Service

2.3.3.1 The use, installation and restoration of services shall be in accordance with Part A. 64.401, Appendix A, of the FCC's rules and regulations, which specifies the priority system for such activities. Subject to compliance with those rules, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to Customers on a first-come, first-served basis.

2.3.3.2 The services offered under this tariff are subject to the availability on a continuing basis of all necessary facilities, both the Company's as well as facilities the Company may obtain from time to time from other carriers to furnish service.

2.3.3.3 Services are provided 24 hours daily, seven days per week except as set forth in other applicable sections of this tariff.

2.3.4 Provision of Equipment and Facilities

2.3.4.1 The Company may undertake to 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 by any such date and shall not be liable for any delays in commencing service to any Customer.

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

2.3.4.3 Equipment the Company provides or installs at the Customer's 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 provided it.

2. General Regulations

2.3 Responsibility of the Company (Cont'd)

2.3.4 Provision of Equipment and Facilities (Cont'd)

2.3.4.4 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 the Customer provided.

2.3.4.5 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; subject to this responsibility the Company shall not be responsible for:

- (a) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) The reception of signals by Customer provided equipment.

2. General Regulations

2.3 Responsibility of the Company (Cont'd)

2.3.5 The Point of Termination of Service

The access services provided under this tariff include Company communication facilities up to the point of termination, which denotes the demarcation point, and will be installed by the Company to such point of termination. If the point of termination is moved subsequent to the original installation, move charges apply as appropriate. Any additional terminations at the Customer premises beyond such point of termination are the sole responsibility of the Customer.

2.3.6 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

2. General Regulations

2.3 Responsibility of the Company (Cont'd)

2.3.7 Service Affecting Activities

The Company will provide the Customer timely notification of service affecting activities that may occur in normal operation of its business. Generally, such activities are not individual Customer service specific; they affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible. Such activities may include, but are not limited to the following activities:

- (a) Equipment or facilities additions
- (b) Removals or rearrangements
- (c) Routine preventative maintenance
- (d) Major switching machine change out

2.3.8 Provision and Ownership of Telephone Numbers

2.3.8.1 The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with access services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.3.8.2 In the case of emergency conditions, (e.g. a fire in a wire center), it may be necessary to change a telephone number without six months notice in order to provide service to the Customer.

2. General Regulations

2.4 Responsibility of the Customer

2.4.1 Scope

2.4.1.1 The Customer shall be responsible for payment of all applicable charges as set forth in this tariff.

2.4.1.2 The services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

2.4.1.3 The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to the following individual(s) or parties:

- (a) Another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any, or
- (b) A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

2.4.1.4 In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

2.4.1.5 The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2. General Regulations

2.4 Responsibility of the Customer (Cont'd)

2.4.2 Liability

2.4.2.1 The Customer shall reimburse the Company for damages to Company facilities and equipment utilized to provide services under this tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company.

2.4.2.2 The Customer shall defend, indemnify and save harmless the Company from and against suits, claims, losses or damages arising out of the construction, installation, operation, maintenance or removal of the Customer's circuits, facilities or equipment connected to the Company's services provided under this tariff, including, without limitation, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortuous conduct of the Customer, its officers, agents or employees.

2.4.2.3 The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages arising out of any act or omission of the Customer in the course of using services provided under this tariff.

2.4.2.4 The Customer shall be responsible for providing as specified from time to time by the Company any need personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer.

2. General Regulations

2.4 Responsibility of the Customer (Cont'd)

2.4.3 Ownership of Facilities and Theft

Facilities used by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.4.4 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company services.

2.4.5 Customer Owned Equipment

The Customer shall be responsible for ensuring that customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.4.6 Testing

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.4.7 References to the Company

The Customer may advise end users that certain services are provided by the Company in connection with the service the Customer furnishes to end users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

2. General Regulations

2.4 Responsibility of the Customer (Cont'd)

2.4.8 Design of Customer Services

Subject to the provisions of this tariff, the Customer shall be solely responsible, at its own expense for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.4.9 Jurisdictional Reports

For Switched Access Services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage (PIU) to apply to all other switched access service provided by the Company to the Customer.

For Switched Access Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the PIU and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided by the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

2. General Regulations

2.5 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Broadview service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Broadview service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

Facilities provided under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff.

2.6 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.6.1 Taxes

The Customer is responsible for the payment of any sales, use, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Broadview service.

2. General Regulations

2.6 Payment for Service (Cont'd)

2.6.2 Billing Periods and Methods

The Customer shall be responsible for payment of all charges incurred by the Customer or users for services and facilities furnished to the Customer by the Company.

2.6.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.6.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

2.6.2.3 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

2.6.2.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.6.2.5 Billing of the Customer by the Company will begin on the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that that date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2. General Regulations

2.6 Payment for Service (Cont'd)

2.6.2 Billing Periods and Methods (Cont'd)

2.6.2.6 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of:

- (a) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company, or
- (b) 0.0005 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

2. General Regulations

2.6 Payment for Service (Cont'd)

2.6.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring 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 non-recurring charges for the special construction and recurring charges for a period to be set between the Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

Issued: September 20, 2004

Effective: October 11, 2004

Issued by: Steve Bogdan, Director – Regulatory and Compliance
Broadview Networks, Inc.
800 Westchester Avenue, Suite N501
Rye Brook, NY 10573

2. General Regulations

2.6 Payment for Service (Cont'd)

2.6.4 Deposits

2.6.4.1 To safeguard its interests, before a service or facility is furnished, the Company may require a Customer to make a deposit to 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:

- (a) Two month's charges for a service or facility which has a minimum payment period of one month, or
- (b) The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month, except that the deposit may include an additional amount in the event that a termination charge is applicable.

A deposit may be required in addition to an advance payment.

2.6.4.2 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. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.6.4.3 Deposits held will accrue interest at a rate specified by Board of Public Utilities. The rate of interest shall be the equivalent of the rate paid on two-year, United States Treasury notes for the preceding twelve months ending December 31 of any year.

2. General Regulations

2.6 Payment for Service (Cont'd)

2.6.5 Discontinuance of Service

- 2.6.5.1 Upon non-payment of any charges or deposits owing to the Company, may, by 10 days prior written notice to Customer, discontinue or suspend service under this tariff without incurring any liability.
- 2.6.5.2 Upon violation of any of the other terms or conditions for furnishing service under this tariff, the Company, by 30 days' prior notice in writing to the Customer, may discontinue or suspend service under this tariff without incurring any liability.
- 2.6.5.3 Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service under this tariff without incurring any liability.
- 2.6.5.4 Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefor within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability.

2. General Regulations

2.6 Payment for Service (Cont'd)

2.6.6 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company the following regulations will apply.

2.6.6.1 The first day of the dispute shall be the date on which the customer furnishes the Company with the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.

2.6.6.2 The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the customer of the disposition and, if the billing dispute is resolved in favor of the customer, applies credit for the correct disputed amount, the disputed amount penalty and/or late payment penalty as appropriate.

2.6.6.3 If a billing dispute is resolved in favor of the Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty (refer to Section 2.6.2). Further, the customer will not receive credit for the disputed amount of the disputed amount penalty.

2.6.6.4 If a customer disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following.

2.6.6.5 If a customer disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Company for the period starting with the date of payment and ending on the date of resolution. The late payment penalty applied to the disputed amount resolved in the customer's favor (refer to Section 2.6.2) will be credited.

2. General Regulations

2.6 Payment for Service (Cont'd)

2.6.6 Disputed Bills (Cont'd)

2.6.6.6 If a customer disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the customer, the customer will not receive a credit for a disputed amount penalty from the Company. The late payment penalty applied to the disputed amount resolved in the customer's favor (refer to Section 2.6.2) will be credited.

2.6.6.7 If a customer disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date, and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Company for the period starting with the date of dispute and ending on the date of the resolution. The credit for a disputed amount penalty shall be as set forth following. The customer shall not receive a credit for the late payment penalty.

2.6.6.8 If a customer disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the customer, the customer will not receive a credit for a disputed amount penalty from the Company. However, if the customer pays the disputed amount or the billed amount after the date of dispute and before the date of resolution, the customer will receive a credit for a disputed amount penalty from the Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The customer will receive a credit for the late payment penalty, if applicable, from the Company.

- (a) The late payment penalty credit shall be the disputed amount resolved in the customer's favor times a late payment penalty factor (refer to Section 2.6.2), for the period starting with the date of dispute and ending on the date of payment of the disputed amount or the date of resolution whichever occurs first.

2. General Regulations

2.6 Payment for Service (Cont'd)

2.6.6 Disputed Bills (Cont'd)

- (b) The disputed amount penalty shall be the disputed amount resolved in the customer's favor times a penalty factor. The penalty factor shall be the lesser of the following calculations.
 - (1) The highest interest rate in decimal value, which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved.
 - (2) 0.0005 per day for the number of days from the first date to and including the last date of the period involved.

2. General Regulations

2.7 Service Interruptions

The Company will consider a service interrupted when it becomes unusable to the Customer because of a failure of a facility component furnished under this tariff. An interruption begins when a service, facility or circuit is reported by the Customer to be unusable and ends when the service, facility or circuit is operative.

For calculating purposes, every month is considered to have 30 days. Credit allowances are applied on a pro rata basis against the rates specified in this tariff and is dependent upon the length of the service interruption. Credit allowances are only applicable to those facilities on the affected portion of the circuit.

2.7.1 Credit Allowances

2.7.1.1 Credit allowances shall be calculated as follows:

(a) Interruptions of 24 Hours or Less

(1) 1/30th of the monthly rate if it is the first interruption in the same billing period.

(2) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one 24 hour period shall be considered as one interruption. In no event shall such interruption credits any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

(b) If interruption continues for more than 24 hours:

(1) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

(2) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

2. General Regulations

2.7 Service Interruptions (Cont'd)

2.7.1 Credit Allowances (Cont'd)

2.7.1.2 No credit allowances will be made for the following conditions:

- (a) Interruptions caused by the negligence of, or noncompliance with the provisions of the tariffs of the Company by the Customer.
- (b) Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer or others.
- (c) Interruptions of service during any period in which the Company is not given full and free access to the premises where the service is affected or terminated.
- (d) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
- (e) Interruption of service due to circumstances or causes beyond the control of the Company.
- (f) Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction. The period for which no credit allowance applies begins on the seventh day after the Customer receives the Company's written notification of the need for the aforementioned replacement, and ends on the day after receipt by the Company of written authorization from the Customer for such replacement.

2. General Regulations

2.8 Meet Point Billing

Meet Point Billing applies where a customer chooses to use the Company and another Local Telephone Company to originate or terminate traffic to End Users. All other recurring and non-recurring charges for service provided by each Local Telephone Company are billed under each company's applicable rates as set forth hereinafter. For meet point purposes, the Company will utilize the applicable charges listed in the Southern New England Telephone Company Connecticut Access Service Tariff or the Verizon New York, Inc., Connecticut Access Tariff, for rating of the Company's portion of Switched Access.

The Company accepts and adheres to the Ordering and Billing Forum Guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of access under this tariff where more than one Local Telephone Company is involved in the provision of Access Services as follows:

- 2.8.1 When Feature Group D (FGD) is ordered by a customer to an interconnection point of another Local Telephone Company connected to the Company's network, the customer must provide the original order to the Local Telephone Company and may be required to provide a copy of the order to this company.

Each Local Telephone Company that accepts the order will provide the portion of Switched Transport in its territory to an interconnection point (IP with another Local Telephone Company, and will bill the service in accordance with its tariff(s).

- 2.8.2 The applications of nondistance sensitive rate elements varies according to the rate structure and location of the facilities involved.

2.8.2.1 When rates and charges are developed on an individual case basis, such rates and charges will be developed for the portion of the service provided by this company.

2.8.2.2 When rates and charges are listed on a per Service basis, these rates and charges will be billed.

2.8.2.3 When rates and charges are listed on a per line or trunk installed basis, this company's rates will be billed based on the number of lines and trunks specified by the customer on its order for access service placed with the Company.

2. General Regulations

2.9 Individual Case Basis

Customized arrangements will be offered on a case-by-case basis in response to a request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Such services will be provided to Customers pursuant to contract. Individual Case Basis (ICB) rates will be offered to the Customer on a non-discriminatory basis and will be filed with the Connecticut DPUC. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff.

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3. Switched Access Service

3.1 Scope

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer Designated Premises and an End User Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from a Premises to a Customer Designated Premises in the LATA where it is provided.

Switched Access Service may be provided in conjunction with telecommunications service and/or VoIP Service.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. The rates for Switched Access Service described in Sections 3.5 and 3.6 below are applicable to Switched Access Service provided in conjunction with telecommunications service and/or VoIP Service. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

In accordance with the FCC USF\ICC Order, for purposes of applying the rates for Switched Access Service described in Sections 3.5 and 3.6 below, functions performed by the Company and its Retail VoIP Service provider shall be deemed to be functions performed by the Company under this tariff.

(C)

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3. Switched Access Service

3.2 Rate Categories

(M)

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport
- Common Line (see Section 5 of this tariff)

3.2.1 Local Switching

3.2.1.1 Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

- (a) Common Switching, which provides the local end office switching functions and optional features.
- (b) Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

3.2.1.2 Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

3. Switched Access Service

3.2 Rate Categories (Cont'd)

3.2.2 Local Transport

3.2.2.1 The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

3.2.2.2 Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

3.2.2.3 The Company will work cooperatively with the Customer in determining whether the service is to be directly routed to an end office switch or through an access tandem switch, and the directionality of the service.

- (a) Transmission Paths - The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.
- (b) Interconnection - Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

3. Switched Access Service

3.2.3 800 Database Access Service

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800 Database Access is a service offering using originating trunk side switched access service. This service provides for the forwarding of end user dialed 800 calls to a company service switching point which will initiate a query to the database to perform the customer identification function. The call is forwarded to the appropriate customer based on the dialed 800 number. The customer has the option of having the dialed 800 number (e.g., 800-NXX-XXXX) or, if the 800 to POTS Number Translation feature is specified, a translated ten (10) digit POTS number (i.e., NPA-NXX-XXXX) delivered to the customer premises.

When an 800 call is originated by an end user, the company will perform the customer identification function based on the dialed digits to determine the customer location to which the call is to be routed. The customer identification function will be available at suitably equipped end office or access tandem switches. Calls originating from an end office switch not included in the customer's area of service for 800 Database Access Service will not be completed.

Unless otherwise specified, the term 800 Database Access Service will include the following NPAs: 888, 877, 866, 855, 844, 833 and 822 as they become available for industry use.

3.3 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

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3. Switched Access Service

3.3 Obligations of the Company (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

3. Switched Access Service

3.3 Obligations of the Company (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

3. Switched Access Service

3.4 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

3.4.1.1 Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.4.9 preceding. Charges will be apportioned in accordance with those reports.

3.4.1.2 Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels.

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

3. Switched Access Service

3.4 Obligations of the Customer (Cont'd)

3.4.4 Identification and Rating of Terminating Intrastate VoIP-PSTN Traffic

(C)

a. Scope

This section governs the identification of Terminating Intrastate VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the FCC USF/ICC Order. Specifically, this section establishes the method of separating such terminating traffic (referred to in this tariff as “Terminating Intrastate VoIP-PSTN Traffic”) from the Customer’s traditional intrastate access traffic, so that such Terminating Intrastate VoIP-PSTN Traffic can be billed in accordance with the FCC USF/ICC Order.

b. Rating of Terminating Intrastate VoIP-PSTN Traffic

Terminating Intrastate VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company’s applicable tariffed interstate switched access rates as specified in Tariff FCC #3.

c. Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of Terminating Intrastate VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU terminated by the Customer to an End User of the Company. The PVU will be derived and applied as follows:

3. Switched Access Service

3.4 Obligations of the Customer (Cont'd)

3.4.4 Identification and Rating of Terminating Intrastate VoIP-PSTN Traffic (Cont'd)

c. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

- (1) The Customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in the state that is sent to the Company and that originated in IP format. This PVU-C shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- (2) The Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total intrastate access MOU in the state that the Company terminates on its network in IP format. This PVU-B shall be based on information, such as the number of the Company's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- (3) The Company will use the PVU-C and PVU-B factors to calculate a PVU factor that represents the percentage of total intrastate access MOU exchanged between an End User and the Customer that is originated or terminated in IP format, and terminated at the Company's end. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-B factor times (1.0 minus the PVU-C factor).

(C)

3. Switched Access Service

3.4 Obligations of the Customer (Cont'd)

3.4.4 Identification and Rating of Terminating Intrastate VoIP-PSTN Traffic (Cont'd)

c. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

- (4) The Company will apply the PVU factor to the total intrastate access MOU terminated by the Customer to an End User of the Company to determine the number of relevant Terminating Intrastate VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the Customer's terminating intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-B is 10% and the PVU-C is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. The Company will bill 10% of the Customer's terminating intrastate access MOU at the Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-B factor is, the PVU is 100%. The Company will bill 100% of the Customer's terminating intrastate access MOU at the Company's applicable tariffed interstate switched access rates.

- (5) If the Customer does not furnish the Company with a PVU-C pursuant to the preceding paragraph 1, the Company will utilize a PVU equal to the PVU-B.

3. Switched Access Service

3.4 Obligations of the Customer (Cont'd)

3.4.4 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

c. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factor is available and can be implemented, the Company will adjust the Customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, The Company will take the Customer-specified PVU-C into account retroactively to January 1, 2012, *provided that* the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B as specified in subsection 3.4.4.c(5), above.

d. PVU Factor Updates

The Customer may update the PVU-C factor quarterly using the method set forth in subsection 3.4.4.c(1), above. If Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

e. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-C factor furnished to the Company and the Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-B factors.

(N)

3. Switched Access Service

3.5 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3. Switched Access Service

3.5 Rate Regulations (Cont'd)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

3.5.2.1 Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

3.5.2.2 On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee: \$200.00

3. Switched Access Service

3.6 Rates and Charges

Switched Access Service	<u>Rate Per Minute</u>	
Originating, per MOU		(C)
Non-8YY	\$0.008977	
8YY	*	(C)
Terminating, per MOU		
Tandem Switched Transport Terminating to Company End Office		
- Tandem Transport, Fixed	*	
- Tandem Transport, Per Mile	*	
Tandem Switched Transport Terminating to Third Party		
- Tandem Transport, Fixed	*	
- Tandem Transport, Per Mile	*	
Tandem Switching	*	
Local Switching, Originating	*	
Local Switching, Terminating	*	
Shared End Office Trunk, Originating	*	
Shared End Office Trunk, Terminating	*	
800 (8YY) Data Base Access Service	<u>Per Query</u>	(C)
Effective 7/1/2021 – 6/30/2022	\$0.003138	
Effective 7/1/2022 – 6/30/2023	\$0.001669 (R)	
Effective 7/1/2023	\$0.000200 (R)	(C)

*Rates for these services can be found in Broadview Networks, Inc.'s FCC Tariff No. 3 on file with the Federal Communications Commission via this link
<https://apps.fcc.gov/etfs/public/tariff.action?idTariff=377>

4. Special Access Service

4.1 Reserved for Future Use

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5. Carrier Common Line Service

5.1 General

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 Limitations

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

5.3 Application of Intrastate Charges

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.4.9 of this tariff.

5.4 Rates and Charges

For Carrier Common Line Service Broadview will use the rates charged by the incumbent local exchange company.

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6. Special Arrangements

6.1 Special Construction

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

6.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

6.1.2.1 The period on which the termination liability is based is the estimated service life of the facilities provided.

6.1.2.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

- a) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor, and supervision;
 - (3) transportation; and
 - (4) rights of way and/or any required easements;
- b) license preparation, processing, and related fees;
- c) tariff preparation, processing and related fees;
- d) cost of removal and restoration, where appropriate; and
- e) any other identifiable costs related to the specially constructed or rearranged facilities.

6. Special Arrangements

6.2 Non-Routine Installation and /or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- (a) LATA and type of switch
- (b) Service description
- (c) Rates and charges
- (d) Quantity
- (e) Length of the agreement.

7. Reciprocal Compensation

7.1 General

Reciprocal Compensation Arrangements are available to Other Network Providers ("ONP's") who are also certified providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

The Carrier Common Line element shall not apply to Reciprocal Compensation Arrangements.

The Local Switching element shall apply to Reciprocal Compensation Arrangements.

The Local Transport element will apply to Reciprocal Compensation arrangements. The Local Transport element does not apply to traffic delivered over direct trunks to an end office where the ONP has ordered Expanded Interconnection Service at a Company end office switch or the Company has obtained similar interconnection at an ONP location.

The Company will pay transport charges for traffic that it terminates on a cellular carrier's network until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company end office.

7.2 Measurement of Access Minutes and Determination of Balance

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage

8. Billing and Collection

8.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

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Broadview Networks, Inc.
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8. Billing and Collection

8.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term “customer message” used herein denotes an intrastate call originated by a customer’s end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term “customer message” used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

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8. Billing and Collection

8.2 Recording Service (Cont'd)

8.2.1 Undertaking of the Company

8.2.1.1 The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.

8.2.1.2 A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

8.2.1.3 Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

8. Billing and Collection

8.2 Recording Service (Cont'd)

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

8.2.2.1 Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in 8.2.1.1 and 8.2.1.2 preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

8.2.3.1 The customer shall order recording service under a special order.

8.2.3.2 The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

8.2.3.3 The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

8. Billing and Collection

8.2 Recording Service (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

8.2.4.1 Notice and Scope

- (a) Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
- (b) The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- (c) The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
- (d) The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
- (e) Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

8.2.4.2 Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

8. Billing and Collection

8.2 Recording Service (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

8.2.4.3 Requests for Examinations

- (a) In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (b) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
- (b) An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

8.2.4.4 Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

8.2.4.5 Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

8. Billing and Collection

8.2 Recording Service (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

8.2.4.6 Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

8.2.4.7 Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in 8.2.4.3 preceding will apply for the canceled special order.

8.2.5 Rate Regulations

For Recording Service Broadview will use the rates charged by the incumbent local exchange company.

8. Billing and Collection

8.3 Automatic Number Identification

ANI provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

8.3.1 Rate Regulations

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in this tariff will apply for each ANI record delivered to the customer.

8. Billing and Collection

8.4 Billing Name and Address Service

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services are provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

8. Billing and Collection

8.4 Billing Name and Address (Cont'd)

8.4.1 Undertaking of the Company

8.4.1.1 A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.

8.4.1.2 Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

8.4.1.3 The company will specify the format in which requests and tapes are to be submitted.

8.4.1.4 The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.

8.4.1.5 The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

8. Billing and Collection

8.4 Billing Name and Address (Cont'd)

8.4.2 Obligations of the Customer

- 8.4.2.1 With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- 8.4.2.2 A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- 8.4.2.3 The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- 8.4.2.4 The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.
- 8.4.2.5 When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

8. Billing and Collection

8.4 Billing Name and Address (Cont'd)

8.4.2 Obligations of the Customer (cont'd)

8.4.2.5 Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

8.4.2.6 The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

8. Billing and Collection

8.4 Billing Name and Address (Cont'd)

8.4.3 Rate Regulations

8.4.3.1 Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.

8.4.3.2 A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

8.4.3.3 Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.4.2.5 preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

8.4.3.4 When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

8.4.3.5 Rates

For Billing Name and Address Service Broadview will use the rates charged by the incumbent local exchange carrier.

