

Tariff Schedule Applicable To
SWITCHED EXCHANGE ACCESS TELECOMMUNICATION SERVICES

Within the State of

DELAWARE

BROADVIEW NETWORKS, INC.

800 Westchester Avenue
Suite N501
Rye Brook, NY 10573

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of switched exchange access telecommunications Services provided by Broadview Networks, Inc. ("Company") within the State of Delaware. This Tariff is on file with the Delaware Public Service Commission ("Commission"). 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. The original sheets named below contain all changes from the original Tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	27.1	First	53	Second*		
2	Fourteenth*	27.2	First	54	Original		
3	Original	27.3	First				
4	Original	27.4	Original				
5	Original	28	Original				
6	First	29	Original				
7	First	30	Original				
8	First	31	Original				
9	First	32	Original				
10	First	33	Original				
10.1	Original	34	Original				
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11	First	36	Original				
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19	Original	44	Original				
20	Original	45	Original				
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EXPLANATION OF SYMBOLS, REFERENCE
MARKS. AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify an increased rate.
- M To signify a move in the location of text.
- N To signify a new rate or regulation.
- R To signify a reduced rate.
- S To signify reissued material.
- T To signify a change in text but no change in rate or regulation.

DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

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.

Advance Payment

Part or all of a payment required before the start of Service

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.

Busy Hour Minutes of Capacity

The term Busy Hour Minutes of Capacity ("BHMC") denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an End Office during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

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DEFINITIONS, Continued

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.

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.

DEFINITIONS, ContinuedEnd 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.

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).

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DEFINITIONS, Continued

Feature Group D or FG D

Feature Group D is a type of telecommunication trunk used to provide equal access capability from telecommunication carriers and central offices by through dialing "1" plus the desired called party's ten digit telephone number. The call is routed through the caller's presubscribed carrier.

Incidental Service

Denotes Service provided to a Customer under this Tariff that is not provided through a written agreement with Customer and will be held to have been constructively ordered.

Individual Case Basis or ICB

A Service arrangement in which the regulations rates and charges are developed based on the specific circumstances of the case, unless otherwise prohibited by law or regulation.

Interexchange Carrier, IXC or Interexchange Common Carrier

The terms "Interexchange Carrier or Interexchange Common Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more exchanges.

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.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

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DEFINITIONS, Continued

Network

Refers to the Company's facilities, equipment, and Services provided under this Tariff.

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.

Recurring Charge

The monthly charges to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

Service Commencement Date

For other than Incidental Service, the first date on which the Company notifies the Customer that the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service, which does not conform to standards set forth in a written agreement or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed agreement from a Customer or is providing an Incidental Service, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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DEFINITIONS, Continued

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Terminating Direction

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

Toll Free

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. North American Numbering Plan ("NPA") code is 800, or other 8XX, number where X is a number between 0 and 9).

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.

DEFINITIONS, Continued

VoIP-PSTN Traffic

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

VoIP Service

IP-enabled service.

Universal Emergency Telephone Number (911) Service

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center

A building in which one or more central offices, used for the provision of Exchange Services, are located.

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APPLICATION OF TARIFF

This Tariff applies to intrastate, switched exchange access Service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Broadview Networks, Inc. in the State of Delaware.

Company provides Intrastate Switched Access Services contained in this Tariff under a Multiple Bill-Multiple Tariff method, as set forth in the Alliance for Telecommunications Industry Solutions Inc. Ordering and Billing Forum Multiple Exchange Access Billing document, **ATIS/OBF-MECAB-08**, Issue 8 dated January 2003. This method allows one provider to bill for other providers within the Multiple Bill option when there are more than two companies providing the Service. The number of bills rendered is less than the total number of companies providing the Service. Each provider's Tariff or contract rates are applied and displayed separately for each company's portion of the Service provided.

This Tariff applies only to the extent that facilities are available and Services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

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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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish Intrastate Switched Access Services in accordance with the terms and conditions set forth in this Tariff.

2.1.2 Shortage of Facilities

All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day, unless otherwise deemed Incidental Service. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- B) Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be able to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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REGULATIONS , Continued

2.1 Undertaking of the Company, Continued

2.1.3 Terms and Conditions, Continued

- D) This Tariff shall be interpreted and governed by the laws of Delaware and Commission regulations regardless of choice of laws and regulation provisions.

2.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

REGULATIONS , Continued

2.1 Undertaking of the Company, Continued

2.1.4 Limitations on Liability, Continued

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3) Any unlawful or unauthorized use of the Company's facilities and Service;
 - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Service; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or services;

REGULATIONS, Continued

2.1 Undertaking of the, Continued

2.1.4 Limitations on Liability, Continued

D) Continued

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
- 7) Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

REGULATIONS, Continued

2.1 Undertaking of the Company, Continued

2.1.4 Limitations on Liability, Continued

D) Continued

- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any non-completion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that Service is unavailable.

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

REGULATIONS, Continued

2.1 Undertaking of the Company, Continued

2.1.4 Limitations on Liability, Continued

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

REGULATIONS, Continued

2.1 Undertaking of the Company, Continued

2.1.4 Limitations on Liability, Continued

I) The Company will operate as specified in these and other applicable Tariffs. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. overt action, omissions, interruptions, delays, errors, other defects or misrepresentations, or the facilities of a local exchange carrier;
2. customer premise equipment; or
3. an End User or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by a Customer or an End User.

REGULATIONS, Continued

2.1 Undertaking of the Company, Continued

2.1.5 Provision of Equipment and Facilities

- A) Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this Service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Services under this Tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

REGULATIONS, Continued

2.2 Prohibited Uses

- A) The Services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for Service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access Services. Such a transfer will be treated as a disconnection of existing service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply.

REGULATIONS, Continued

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.2 Liability of the Customer, Continued

- C) The Customer shall not assert any claim against any other customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

REGULATIONS , Continued

2.3 Obligations of the Customer , Continued

2.3.3 Jurisdictional Report Requirements

- A) If Feature Group D Switched Access Service(s) is available and provided, the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by End Office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected percentage of interstate usage (“PIU”) factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each End Office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

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REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.3 Jurisdictional Report Requirements, Continued

A) Continued

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected interstate percentage of use.

If the Customer has no originating traffic within the End Office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 50% for Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor of 50%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the Customer's PIU factors within fifteen (15) business days.

- B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.3 Jurisdictional Report Requirements, Continued

- C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- D) The projected PIU will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 4.

REGULATIONS, Continued2.3 Obligations of the Customer, Continued2.3.3 Jurisdictional Report Requirements, Continued

- E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three (3) months ending the last day of December, March, June and September, respectively, for each Service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding 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) for that Service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that 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 percentage to be the same as that provided in the order for Service as set forth in Section 2.3.3(A) preceding.

REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.3 Jurisdictional Report Requirements, Continued

- F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Group D Switched Access Service until the end of the quarter during which the Service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H) The terms and conditions described in Section 2.3.3 shall apply only in the event Company provides Feature Group D Switched Access Services.

REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.4 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:

REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.4 Identification and Rating of Terminating Intrastate VoIP-PSTN Traffic, Continued

(C)

C. Calculation and Application of Percent-VoIP-Usage Factor, Continued

- (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).

REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.4 Identification and Rating of Terminating Intrastate VoIP-PSTN Traffic, Continued

(C)

C. Calculation and Application of Percent-VoIP-Usage Factor Continued

- (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.

REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.4 Identification and Rating of VoIP-PSTN Traffic, Continued

(N)

D. 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 2.3.4.C(5), above.

E. PVU Factor Updates

The Customer may update the PVU-C factor quarterly using the method set forth in subsection 2.3.4.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.

F. 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.

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REGULATIONS, Continued

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the Services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling Service, to protect its facilities and personnel from harm. The Company will upon request twenty four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

REGULATIONS, Continued

2.5 Customer Deposits and Advance Payments

2.5.1 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 up to two (2) months of estimated monthly usage charges. 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 (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- A) To safeguard its interests, the Company may require the 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:
- 1) three months' charges for a Service or facility which has a minimum payment period of one (1) month: or
 - 2) 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 (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.

REGULATIONS, Continued

2.5 Customer Deposits and Advance Payments, Continued

2.5.2 Deposits, Continued

- C) 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. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

- C) Any deposits held will accrue interest at a rate specified by the Company to the Customer without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.6 Payment Arrangements

2.6.1 Payment for Service

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

A) Taxes

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

REGULATIONS, Continued

2.6 Payment Arrangements, Continued

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for Services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) 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 date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When recurring 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.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

REGULATIONS, Continued

2.6 Payment Arrangements, Continued

2.6.2 Billing and Collection of Charges, Continued

- E) 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 upon presentment, 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, multiplied by a late factor. The late factor shall be 1.5 percent per month.
- F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If Service is disconnected by the Company in accordance with Section 2.6.4 and later reinstalled, Service will be subject to all applicable installation charges. If Service is suspended by the Company and later restored, Service will be subject to any applicable restoration charges as may be designated in this Tariff.

REGULATIONS, Continued

2.6 Payment Arrangements, Continued

2.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 30 days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2) The Company will consider delinquent and apply late payment charges on bills not paid within 15 days of the billing invoice date.
- 3) Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges.

REGULATIONS, Continued

2.6 Payment Arrangements, Continued

2.6.3 Billing Disputes, Continued

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund or credit to the Customer's account of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

REGULATIONS, Continued2.6 Payment Arrangements, Continued2.6.3 Billing Disputes, ContinuedD) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action: The Customer may request and the Company will provide an in-depth review of the disputed amount. The Customer may contact the Commission at any time regarding billing disputes.

- E) The Company provides the following toll free number 800-276-2384 for customers to contact Company. Customer service representatives are available from 8:00 a.m. to 5:00 p.m. Eastern Time. Messages may be left for Customer services from 5:00 p.m. to 7:59 a.m. Eastern Time, which will be answered on the next business day. In the event of an emergency that threatens Customer service, Customer service representatives may be paged.

REGULATIONS, Continued2.6 Payment Arrangements, Continued2.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 5 days prior written notice to the Customer, discontinue or suspend Service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing Service the Company may, by giving ten (10) days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if 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 without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend Service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue Service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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REGULATIONS, Continued

2.6 Payment Arrangements, Continued

2.6.4 Discontinuance of Service for Cause, Continued

- G) Upon the Company's discontinuance of Service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.

2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate Service shall provide Company thirty (30) days written notice of desire to terminate Service.

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1(C) following, Access Order Modifications, unless by separate agreement.

REGULATIONS, Continued2.6 Payment Arrangements, Continued2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for Service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit simple interest rate or late payment penalty rate, until the date when the overpayment is credited to the Customer's account, unless the Customer requests a refund. No interest shall be paid on Customer overpayments that are credited (or refunded) within thirty (30) days after such overpayment is received by the Company. Unless otherwise agreed between the parties, the Company will credit the overpayment to the Customer's next monthly bill.

REGULATIONS, Continued

2.7 Allowances for Interruptions in Service

2.7.1 General

- A) A credit allowance will be given when Service is interrupted, except as specified in Section 2.7.2.
- B) An interruption period begins when the Company discovers that a Service, facility or circuit is inoperative or when the Customer reports a Service, facility or circuit to be inoperative, whichever occurs first. A Service is considered to be interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff. The inoperative Service, facility or circuit must be released to the Company for testing and repair. An interruption period ends when the Service, facility or circuit is operative.
- C) If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.

REGULATIONS , Continued

2.7 Allowances for Interruptions in Service, Continued

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the Service of the Company;
- B) Due to the failure of power, equipment, systems, connections or Services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the Service on an impaired basis;
- F) During any period when the Customer has released Service to the Company for maintenance purposes or immediately following, for implementation of a Customer order for a change in Service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- H) That was not reported to the Company within thirty (30) days of the date that Service was affected; or
- I) Provided as Incidental Service.

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REGULATIONS, Continued

2.7 Allowances for Interruptions in Service, Continued

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used and Company will have no liability for such charges.

2.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance of one day's Service will be given for all interruptions in non-Incidental Service of eight (8) or more hours in a continuous twenty-four hour period.

REGULATIONS, Continued

2.7 Allowances for Interruptions in Service, Continued

2.7.5 Cancellation For Service Interruption

Cancellation or termination for Service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative Service credits equaling 16 hours in a continuous 12-month period. The right to cancel Service under this provision applies only to the single circuit, which has been subject to the outage or cumulative Service credits.

2.8 Cancellation of Service/Termination Liability

If a Customer cancels or terminates Services before the completion of the term for any reason whatsoever other than multiple Service interruptions (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of Service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish Service to Customer, plus;

REGULATIONS, Continued

2.8 Cancellation of Service/Termination Liability, Continued

2.8.1 Termination Liability, Continued

- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in any agreement for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Tariff, or uses specific Services that are not authorized.

REGULATIONS, Continued

2.9 Customer Liability for Unauthorized Use of the Network, Continued

2.9.1 Unauthorized Use of the Network, Continued

- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the Service;
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C) Customers are advised that use of telecommunications equipment and Services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and Services provided hereunder, and to detect and prevent unauthorized use of the equipment and Services provided by the Company under this Tariff.

REGULATIONS, Continued

2.9 Customer Liability for Unauthorized Use of the Network, Continued

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

REGULATIONS, Continued

2.10 Application of Rates

The regulations set forth in this section govern the application of rates for Services contained in other sections of this Tariff.

2.10.1 Charges Based on Duration of Use

Customer traffic to End Offices will be measured (i.e., recorded or assumed) by the Company. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Customer's Feature Group D, usage measurement begins when the originating Customer's Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the Customer's originating Feature Group D switch receives disconnect supervision from either the Company's Network, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the Company's Network.

For terminating calls over Customer's Feature Group D, the measurement of access minutes begins when the Customer's terminating Feature Group D switch receives answer supervision from the Company's Network, indicating the terminating End User has answered. For terminating calls over Customer's Feature Group D Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

REGULATIONS , Continued

2.10 Application of Rates, Continued

2.10.1 Charges Based on Duration of Use, Continued

The measurement of terminating call usage over Customer's Feature Group D ends when the Customer's terminating Feature Group D switch receives disconnect supervision from either the Company's Network, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Customer's Feature Group D access minutes or fractions thereof, the exact value of the fraction being a function of the Network technology where the measurement is made, are accumulated over the billing period for each End Office, and are then rounded up to the nearest access minute for each End Office.

SERVICE DESCRIPTIONS3.1 Intrastate Switched Access Services

(C)

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 rates for Switched Access Service described in Section 4 are applicable to Switched Access Service provided in conjunction with telecommunications service and/or VoIP Service. In accordance with the FCC USF\ICC Order, for purposes of applying the rates for Switched Access Service described in Section 4, functions performed by the Company and its Retail VoIP Service provider shall be deemed to be functions performed by the Company under this tariff.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

Terminating Switched Access provides trunk side-equivalent access to the Company's Network for the Customer's use in originating and terminating communications.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side-equivalent access to the Company's Network in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with the prefix "800" or "8XX," where "X" is a number between 0 and 9.

Customer's or its End User's use of any Incidental Service shall constitute Customer's agreement to all of the terms and conditions of this Tariff. Services provided on an incidental basis (Incidental Services) are billed to Customer on a monthly basis in accordance with Customer's recorded usage for each Service and the corresponding rates contained in the Section 4.

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SERVICE DESCRIPTIONS, Continued

3.1 Intrastate Switched Access Services, Continued

3.1.1 Standard Rate Categories

The composite rate categories in this Section 3.1.2 apply to Intrastate Switched Access Service and include the following combined categories.

A) Rate Regulations

1) Common Line

The Common Line rate category establishes the charges related to the use of Company-provided End User common lines by Customers and end-users for intrastate access.

2) End Office Switching

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. This element includes the following rate categories:

SERVICE DESCRIPTIONS, Continued

3.1 Intrastate Switched Access Services, Continued

3.1.1 Standard Rate Categories, Continued

A) Rate Regulations, Continued

2) End Office Switching, Continued

a) Switched Transport

The Switched Transport rate category establishes the charges related to the provision by the Company's Network of transmission and tandem switching functionality between the Customer designated premises and the End Office(s) where the Customer's traffic is switched to originate or terminate the Customer's communications. The Switched Transport rate category also includes the functionality of transport between an End Office or equivalent within Company's Network that serves as host for a remote switching system or module.

b) End Office Switching

The End Office switching rate category establishes the charges related to the use of those portions of the Company's network that perform End Office switching functionality, the terminations in the End Office of End User lines and the termination of calls at intercept operators or recordings.

SERVICE DESCRIPTIONS, Continued

3.1 Intrastate Switched Access Services, Continued

3.1.2 Other Rate Categories

A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a Service offering utilizing originating trunk side Switched Access Service. The Service provides for the forwarding of End User dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the switching. Toll Free Data Base Access Service is not available as an Incidental Service.

RATES
4.1 Intrastate Switched Access Services4.1.1 Composite Switched Access, All Times

Per Originating Minute			(C)
Non-8YY	\$0.010318		
8YY	*		(C)
Per Terminating Minute			
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 Terminating to Company End Office	*		
Tandem Switching Terminating to Third Party	*		
Local Switching	*		
Shared End Office Trunk	*		
Composite Terminating End Office Charge	*		

*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>

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RATES , Continued4.1 Intrastate Switched Access Services, Continued4.1.2 Toll Free Data Base Access Service

Per query			(C)
Effective July 1, 2021 – June 30, 2022	\$0.003086		
Effective July 1, 2022 – June 30, 2023	\$0.001643 (R)		
Effective July 1, 2023	\$0.000200 (R)		(C)

4.2 Miscellaneous Services4.2.1 Presubscription

A) Authorized PIC Change -Per Telephone Exchange Service Line or Trunk, Manual	\$5.50		
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RATES , Continued

4.3. Individual Case Basis Arrangements

Individual Case Basis (“ICB”) arrangements will be developed on a case-by-case basis in response to a bona fide Customer or prospective Customer request and based on specific Customer commitments, unless otherwise prohibited by law or regulation. ICB arrangement switched exchange access Service rates will be available to any similarly situated Customer.

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