

This Maryland Pricing Guide includes the local exchange telecommunications services offered to Customers within the State of Maryland that are de-tariffed and/or unregulated by the State of Maryland Public Service Commission.

Pricing Guide Applicable to
Facilities-Based and Resold Local Exchange
Telecommunications Services Furnished by
Broadview Networks, Inc.
Between Points Within the State of Maryland

RESERVED FOR FUTURE USE

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1. GENERAL

1.1 Application of the Pricing Guide

- 1.1.1 This Pricing Guide governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this Pricing Guide.
- 1.1.2 The Company's services are available to residential and business customers.
- 1.1.3 The Company provides service in the exchange areas served by Verizon Maryland Inc., and concurs in their filed exchange areas, exchange rate classification criteria and local calling areas.

1. GENERAL (Cont'd)

1.2 Definitions

1.2.1 "Carrier," "Company" or "Utility" refers to Broadview Networks, Inc.

1.2.2 "Commission" means the Maryland Public Service Commission.

1.2.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

1.2.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

1.2.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

1.2.6 "Service" means any telecommunications service(s) provided by the Carrier under this Pricing Guide.

1.2.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to provide facilities-based and resold local exchange services to business and residential Customers for communications originating and terminating within the State of Maryland, under the terms of this Pricing Guide.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

1. The payment of all applicable charges pursuant to this Pricing Guide;
2. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
3. Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
4. Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 (Cont'd)

5. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
6. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

1. Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this Pricing Guide) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this Pricing Guide for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.
2. The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.3 Claims of Misuse of Service

1. The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.
2. The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

1. The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

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

2.3.6 Service at Outdoor Locations

1. The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.7 Warranties

1. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
2. Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

1. Nothing in this Pricing Guide shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service

2.4.1 Minimum Contract Period

1. Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
2. Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
3. The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.2 Cancellation of Service

1. Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
2. Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
 - A. The total costs of installing and removing such facilities; or
 - B. The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this Pricing Guide plus the full amount of any applicable installation and termination charges.
3. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this Pricing Guide.

2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service (Cont'd)

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

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

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

2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

2.5.5 For Customers starting service on or after December 17, 2008, unless individual plans specify otherwise: 1) Customers are responsible for notifying the Company thirty days in advance of intent to cancel service; and 2) Early termination penalties apply to all term plans and are calculated by multiplying the number of months left in a customer's term plan by applicable monthly recurring charges.

2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.

2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:

1. Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
2. Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
3. Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
4. Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

2.6.3 The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.

2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:

1. Was a customer of a Maryland utility within the preceding 2 years;
2. Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
3. Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
4. Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.

2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.

2.6.6 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

2. RULES AND REGULATIONS (Cont'd)

2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

2. RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints and Billing Disputes

2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, MD 21202

410-767-8028 (Office of External Relations)
410-767-8000 (Main PSC number)
1-800-492-0474 (Toll-free PSC number)

2.8.3 The Company provides the following toll free number (1-800-276-2384) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

2.8.4 The Company will not collect attorney fees or court costs from customers.

2.9 Allowance for Interruptions in Service

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2. RULES AND REGULATIONS (Cont'd)

2.9 Allowance for Interruptions in Service (Cont'd)

2.9.2 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the Pricing Guide and/or tariffs of the Company by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.

2.9.3 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its Pricing Guide and/or tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.9.4 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata 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.

2. RULES AND REGULATIONS (Cont'd)

2.9 Allowance for Interruptions in Service (Cont'd)

2.9.5 Credit allowances shall be calculated as follows:

1. Interruptions of 24 Hours or Less

- A. 1/30th of the monthly rate if it is the first interruption in the same billing period.
- B. 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.

2. If interruption continues for more than 24 hours:

- A. 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.
- B. 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. RULES AND REGULATIONS (Cont'd)

2.9 Allowance for Interruptions in Service (Cont'd)

2.9.6 No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of the Pricing Guide and/or tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. 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; and
7. interruption of service due to circumstances or causes beyond the control of the Company;
8. interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2. RULES AND REGULATIONS (Cont'd)

2.10 Taxes and Fees

2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.10.4 Convenience Fee - In the event a business Customer makes a one-time or recurring payment using a credit card, a Convenience Fee Charge may apply. Any payments for a deposit or advance payment to establish new service are excluded from the Convenience Fee Charge. This charge does not apply to residential Customers or to business Customers that make payment using their financial institution's bill payment service, Customers with negotiated contracts that do not allow the assessment of this fee, or Customers without a computer. This fee will be assessed at the point of payment and will not appear on the Customer's invoice.

(N)

(N)

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

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

2. RULES AND REGULATIONS (Cont'd)

2.13 Special Customer Arrangements

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

2.14 Termination of Service

2.14.1 Denial of Service Without Notice

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

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

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.2 Denial of Service Requiring Notice

1. The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
 - A. Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
 - B. Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
 - C. Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.2 Denial of Service Requiring Notice (Cont'd)

1. (Cont'd)

D. Non-payment of Bill

1. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
2. In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
3. Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
4. Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.2 Denial of Service Requiring Notice (Cont'd)

1. (Cont'd)

D. Non-payment of Bill (Cont'd)

5. Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
6. Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

2.14.3 Insufficient Reasons for Denial of Service

1. The following may not constitute cause for refusal of service to a present or prospective customer:
 - A. Failure of a prior customer to pay for service at the premises to be serviced;
 - B. Failure to pay for a different class of service for a different entity;
 - C. Failure to pay the bill of another customer as guarantor of that bill;
 - D. Failure to pay directory advertising charges;
 - E. Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.3 Insufficient Reasons for Denial of Service (Cont'd)

1. (Cont'd)

F. Failure to pay an outstanding bill that is over 7 years old, unless the:

1. Customer signed an agreement to pay the outstanding bill before the expiration of this period;
2. Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
3. Outstanding bill is for service obtained by the customer by means of an application made:
 - (i) In a fictitious name,
 - (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
 - (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
 - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

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

2. RULES AND REGULATIONS (Cont'd)

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

1. An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
2. The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service

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

2. RULES AND REGULATIONS (Cont'd)

2.17 Telephone Solicitation by Use of Recorded Messages

2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls

2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.19 Overcharge/Undercharge

2.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2. RULES AND REGULATIONS (Cont'd)

2.20 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability to secure and retain, without unreasonable expense, suitable resale contracts.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right, with thirty (30) days advanced written notice, to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Pricing Guide. Inappropriate usage includes, but is not limited to, using certain Company services or calling plans in conjunction with an autodialer, call center or certain automated switching equipment, or for calls made to numbers used in connection with hotlines or radio broadcasting services.

3 DESCRIPTION OF SERVICES

3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise in this Pricing Guide, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval. The Company may file a promotional offering on one day's notice to the Commission.

3.3 Individual Case Basis ("ICB") Offerings

3.3.1 The Pricing Guide may not specify the price of a service in the Pricing Guide as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the Pricing Guide or tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.4 Customized Pricing Arrangements ("CPAs") Offerings

3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the Pricing Guide or tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

3. DESCRIPTION OF SERVICES

3.5 Service Areas and Local Calling Areas

3.5.1 Broadview Networks, Inc.'s exchange area and local calling areas are identical to those defined in the tariffs of Verizon Maryland Inc. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange.

3.6 Service Offerings

3.6.1 The following Company Services in this section are for business and residential Customers and for carriers certificated by the Commission.

3.6.2 All services offered in this Pricing Guide are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services and Measured Telecommunications Service are assessed on either a flat rate or a measured rate basis and are additional to the charges shown for Standard Residence or Business Line as are other service charges.

3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Standard Access Line

3.7.1 The Standard Residential or Business Access Line provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Access Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. A multi-line subscriber is a Business customer with more than one line provided by Broadview Networks. Standard Access Lines enable the customer to:

- place or receive calls to any station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800 numbers;
- access Telecommunications Relay Service.

3.7.2 Touch Tone signaling, consisting of a push button or touchtone dial that sends out a sound which consists of two discrete tones (one low frequency and one high frequency), picked up and interpreted by telephone switches, is provided as part of the Standard Access Line.

3.7.3 The Company's service will automatically block originating calls to other telephone companies' caller-paid information services (e.g., 900, 976) at no charge. Calls to those numbers and other numbers used for caller-paid information services will be unblocked on a per directory number basis only. Subsequent blocking of 900-type numbers will incur a charge listed in Section 4.

3. DESCRIPTION OF SERVICES (Cont'd)

3.8 Message Telecommunications Service (MTS)

3.8.1 Message Telecommunications Service is a communications service that is available for use by Customers twenty-four (24) hours a day. MTS enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area, but within the boundaries of the home LATA.

3.8.2 Service is available to and from Customers of a miscellaneous common carrier with which arrangements have been made for the interchange of telephone traffic and is furnished through interconnecting equipment and connecting channels provided by the Company. The rates between the applicable wire telephone rate center and the rate center of the miscellaneous common carrier are specified in Section 5 of this Pricing Guide. The rate center of the miscellaneous common carrier is the rate center of the Company service serving exchange. An additional charge that the miscellaneous common carrier bills to and collects from its Customer is applicable to the remainder of the call as specified in the Pricing Guides or tariffs of the miscellaneous common carrier.

3.8.3 Service is offered on both a Customer dialed and operator dialed basis for Station-to-Station calls.

3. DESCRIPTION OF SERVICES (Cont'd)

3.9 Directory Assistance

3.9.1 Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of two (2) listings per each call to Directory Assistance.

3.10 Operator Service

3.10.1 Provides for live or automated operator treatment when Customer dials "0". Services include, but are not limited to, bill to originating telephone number or calling card.

3.11 (Reserved For Future Use)

3. DESCRIPTION OF SERVICES (Cont'd)

3.12 Optional Calling Features

3.12.1 Anonymous Call Rejection: Permits the end-user to reject calls from parties that have activated the Per Call Blocking or Per Line Blocking features to prevent the display of calling telephone numbers.

3.12.2 Call Waiting: Permits the end-user engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established.

3.12.3 Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

3.12.4 Busy Number Re-dial: This feature automatically redials another parties phone number after the Customer's first attempt to connect to that number resulted in a busy signal. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive other calls while the feature is activated.

3. DESCRIPTION OF SERVICES (Cont'd)

3.12 Optional Calling Features (Cont'd)

3.12.5 Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to an end-user designated telephone number, and permits the end-user to restore incoming calls to non Call Forwarding operation.

The Customer is charged for the call between the original terminating number and the number to which it is remotely call forwarded. The Customer must subscribe to adequate facilities to permit the use of the service without impairment, disruption or deterioration of the quality of other telephone services.

3.12.6 Call Forwarding Busy: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user's service order.

3.12.7 Call Forwarding No Answer: Permits the forwarding of incoming calls when the end-user's line remains unanswered after end user designated number of rings. The number of rings and the forwarded number are fixed by the Customer service order.

3.12.8 Call Return: Provides the Customer with an announcement of the last of the most recent incoming call, whether it is answered or not, and allows the Customer to return the call automatically. If the called line is busy, a 30 minute queuing process begins.

3.12.9 Ultra Forward: Ultra Forward combines Call Forwarding Variable with remote access capability. In addition to the current Call Forwarding Variable feature access method, Ultra Forward service provides customers access from any touch-tone or tone-signaling-capable telephone.

3. DESCRIPTION OF SERVICES (Cont'd)

3.12 Optional Calling Features (Cont'd)

3.12.10.Select Call Forward: This service allows a customer to select a maximum of up six telephone numbers for forwarding. This list can only be created from and for telephone numbers located in appropriately equipped offices.

3.12.11.Priority Call: This service provides one distinctive audible signal to the called customer when a call from one of up to six pre-specified telephone numbers. The calling list can only be created from and for telephone numbers located in appropriately equipped offices.

3.12.12.Speed Calling (8 or 30): Permits the Customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than complete telephone numbers. The feature is available as an eight code list or a thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one- or two-digit code (for the eight code and thirty code lists, respectively) plus the telephone number.

3.12.13.Call Block: Allows the end-user to automatically block incoming calls from up to six Customer pre-selected telephone numbers (including numbers from which a Customer has just received a call. The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

3. DESCRIPTION OF SERVICES (Cont'd)

3.12 Optional Calling Features (Cont'd)

3.12.14.Caller ID: Allows the number of the calling party to be passed from the telephone company to your telephone between the first and second ring signaling an incoming telephone call.

3.12.15.Caller ID with Name: This feature provides the originating telephone number and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line.

3.12.16.Call Trace: Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage base only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company. The customer using Call Trace is required to contact the Company for further action and will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

3.12.17.Distinctive Ringing: This feature allows a Customer to have up to three separate telephone numbers which consist of the main telephone number and two additional telephone numbers, associated with one exchange access line. Each telephone number will have a distinctive ring on incoming calls to allow the Customer to identify the incoming call line. If the Customer also subscribes to Call Waiting, a Call Waiting tone is provided for each additional telephone number. All telephone lines must be served by the same Central Office.

3. DESCRIPTION OF SERVICES (Cont'd)

3.13 Blocking Features

3.13.1 A calling party may block their telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to customer calling features utilizing SS7 technology. Blocking will also prevent call completion through the use of Return Call service.

3.13.2 Customers have two blocking options:

1. Per-Call Blocking: By activating a special code, the caller may block the transfer of the telephone number for that call only. There is no charge for using per-call blocking and it is provided on an unlimited basis.
2. Line Blocking: This service must be added to a customer's line by contacting the Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to line blocking unless the blocking feature is deactivated.

3.13.3 If a customer subscribes to line blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only.

3.13.4 As facilities permit, a line blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same.

3.13.5 Line blocking is available to all customers in Broadview Networks, Inc.'s serving territory. Line blocking is provided without charge, except as discussed in the rate section of this Pricing Guide.

3. DESCRIPTION OF SERVICES (Cont'd)

3.14 Directory Listings

3.14.1 For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. Directory listings are provided in connection with each Customer service as specified herein.

3.14.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgement, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

3.14.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.14.4 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3. DESCRIPTION OF SERVICES (Cont'd)

3.14 Directory Listings

3.14.1 The following types of listings will be made available:

1. Primary: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
2. Additional: In connection with local exchange service, additional listings are available only in the same name of authorized users of the Customer's service, as defined herein.
3. Non-Published: Listings that are not printed in directories or available from Directory Service.

A Non-Published Telephone Service will be furnished at the customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the DA records.

4. Non-Listed: A Non-Listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's DA and other records and will be given to any calling party.
5. Foreign: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the Pricing Guide published by the specific exchange carrier providing the Foreign Listing.

3. DESCRIPTION OF SERVICES (Cont'd)

3.15 Personalized Telephone Number

3.15.1 Personalized Telephone Number is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list.

3.15.2 Personalized Telephone Number is furnished subject to the availability of facilities and the requirements of Exchange Service as defined by the Company. The Company reserves all rights to the Personalized Telephone Numbers assigned to Customer's and may, therefore, change them if required.

3.15.3 A Nonrecurring charge applies per Personalized Telephone Number.

3.16 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.16.1 Unless otherwise specified, calls are timed in one minute increments. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

3.16.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

3.16.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

3.16.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3. DESCRIPTION OF SERVICES (Cont'd)

3.16 Charges Based on Duration of Use (Cont'd)

3.16.5 All times refer to local times.

3.16.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.

3.16.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).

3.16.8 Each call is rated and billed in whole cents according to the following conventions: (1) Calls made using any service by the Company are rounded up to the next cent at the termination of the call; and (2) Special rounding arrangements may be made through contractual arrangements.

3.17 Maintenance Visit Charges

3.17.1 Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and there is no trouble found with the Company facilities or trouble is found to be caused by the Customer's facilities.

3.17.2 Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in facilities.

3.17.3 The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

3.17.4 A Dispatch Charge will apply, if as a result of an end user's actions, the Company cannot complete requested work activity when a technician has been dispatched to the end user's premises. The Dispatch Charge also applies if an end user requests the dispatch of a technician to the end user's premises and there is no customer access resulting in the technician being unable to confirm that there is no trouble found on the Company's network.

3. DESCRIPTION OF SERVICES (Cont'd)

3.18 Toll Free Service

3.18.1 Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate, intrastate or intraLATA location over a toll free number and terminate to a Customer's location. Call charges are billed to the Customer rather than to the originating caller. Calls are billed in sixty (60) second increments. A monthly recurring charge applies in addition to usage rates. Toll Free Service rates are based on the Customer's calling plan.

3. DESCRIPTION OF SERVICES (Cont'd)

3.19 Broadspeed Voice T1

3.19.1 Description

1. Broadspeed Voice T1 service provides digital trunk connections from an end user's Private Branch Exchange (PBX) or other DS1-capable equipment to Broadview Networks' switching center. Broadspeed Voice T1 is a DS1 (1.544 Mbps) transmission link providing 24 voice-grade DS0 communications channels per facility.
2. Broadspeed Voice T1 offers customers the capabilities for outgoing calls only (DOD), incoming calls only (DID), or a combination of both inbound and outbound calls. Direct Outward Dialing permits end users behind a PBX, or DS1-capable system, to dial out directly without the aid of an attendant. Direct Inward Dialing permits calls to terminate directly to a number behind a PBX or DS1-capable system, without the aid of an attendant. DID/DOD permits two-way trunking.
3. Customers are given the opportunity to subscribe to the Company's services for 1 year, 2 year or 3 year terms. If the Customer discontinues its term commitment prior to the expiration of the agreed upon contract, the termination liability will be equal to the monthly charge multiplied by the number of months remaining on the contract.

3. DESCRIPTION OF SERVICES (Cont'd)

3.19 Broadspeed Voice T1 (Cont'd)

3.19.2 Non-Recurring Charges

1. Installation: A non-recurring Installation charge is applicable for each Broadspeed Voice T1 facility. Billing will commence at the earlier of: 1) the date on which installation is complete and services are turned up; or 2) fifteen days after written notification to Customer of Broadview's readiness to schedule service turn up.
2. Service Order: A non-recurring Service Order charge is applicable for each Broadspeed Voice T1 facility.
3. Change Order: A non-recurring Change Order charge is applicable for each Broadspeed Voice T1 facility where after initial installation, the Customer requests changing telecommunications services associated with Broadspeed Voice T1.

3. DESCRIPTION OF SERVICES (Cont'd)

3.19 Broadspeed Voice T1 (Cont'd)

3.19.3 Monthly Recurring Charges

1. Broadspeed Voice T1 service is subject to monthly recurring charges on a per facility basis. All DS1 facilities are subject to a fixed monthly recurring charge. DS1 facilities that are greater than 0.1 miles and less than fifteen miles are subject to a monthly recurring mileage charge in addition to the fixed monthly recurring charge. No services are provisioned beyond fifteen miles from a Broadview Networks T1 collocation. Subscribers will be subject to a fixed monthly recurring mileage component and a per mile component. DS1 facility mileage calculated at .5 or less will be rounded down. DS1 facility mileage calculated at .6 or higher will be rounded up (Example - If DS1 facility mileage equals 1.5 miles, the per mile component of the monthly recurring mileage would equal 1 mile. If DS1 facility mileage equals 1.6 miles, the per mile component of the monthly recurring mileage would equal 2 miles).

Broadspeed Voice T1 service is subject to monthly recurring charges based on the calling plan selected. Customers have the option of selecting a Measured Plan, Flat Rate Local Plan, 10k Plan, 25k Plan, 50k Plan, or 100k Plan.

3. DESCRIPTION OF SERVICES (Cont'd)

3.19 Broadspeed Voice T1 (Cont'd)

3.19.3 Monthly Recurring Charges (Cont'd)

Measured Plan: All local, intraLATA toll and long distance calls are timed and rated per usage rates defined herein.

Measured Plan with Minimum Usage Guarantee ("MUG"): Subscribers are obligated to bill \$150 in usage each month. If usage for a month totals less than \$150, the subscriber will be billed the Minimum Usage Guarantee of \$150. If usage for a month totals \$150 or more, the subscriber is billed that amount corresponding to their total usage.

Flat Rate Local Plan: Monthly recurring charges include 100,000 minutes per month of local calling. Local calling in excess of the 100,000 minute per month allowance will be billed at the overage per minute rates defined herein. All intraLATA toll and long distance calls are timed and rated per usage rates defined herein.

10k Plan: Monthly recurring charges for the 10k Plan include 10,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 10,000 minute per month allowance will be billed at the overage per minute rates defined herein.

25k Plan: Monthly recurring charges for the 25k Plan include 25,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 25,000 minute per month allowance will be billed at the overage per minute rates defined herein.

50k Plan: Monthly recurring charges for the 50k Plan include 50,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 50,000 minute per month allowance will be billed at the overage per minute rates defined herein.

100k Plan: Monthly recurring charges for the 100k Plan include 100,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 100,000 minute per month allowance will be billed at the overage per minute rates defined herein.

3. DESCRIPTION OF SERVICES (Cont'd)

3.19 Broadspeed Voice T1 (Cont'd)

3.19.4 Local Calls

1. Broadspeed Voice T1 provides Local Calling Service. Local usage is non-time-of-day sensitive and is billed on per minute basis.
2. Broadview Networks, Inc. concurs with the local exchange and service areas defined by the incumbent local exchange areas.
3. Flat Rate Local Voice T1 service is limited to 100,000 minutes per month of outbound local usage allowance per Voice T1. Usage exceeding the monthly allowance will be billed at the per minute rate listed in Section 4 of this Pricing Guide.
4. For customers with Flat Rate Local Voice T1 service the local usage allowance applies only to outbound direct dialed calls. The service cannot be used with autodialers which are devices that allow users to dial pre-programmed telephone numbers, or used for outbound call center applications such as telemarketing or market research. This service is available only to business customers and is only for voice use. Broadview Networks, Inc., reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Pricing Guide. Customers who exceed the allowance per Voice T1 for three (3) consecutive months may have their rates adjusted to the standard Voice T-1 monthly facility charges and standard local per minute rates.

3. DESCRIPTION OF SERVICES (Cont'd)

3.19 Broadspeed Voice T1 (Cont'd)

3.19.5 IntraLaTA Toll Calls

Broadspeed Voice T1 provides IntraLATA Toll Calling Service which is furnished for communications between different local calling areas within a LATA. A LATA is an area defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191. A call that terminates within the same LATA but outside the local calling area is considered an IntraLATA Toll Service call. IntraLATA Toll usage is non-time-of-day sensitive and is billed on a per minute basis.

3.19.6 Long Distance Calls

Broadspeed Voice T1 provides intrastate and interstate long distance calling service. Long distance usage is non-time-of-day sensitive. Usage is billed in full minute increments.

3. DESCRIPTION OF SERVICES (Cont'd)

3.20 Broadspeed PRI

3.20.1 Description

1. Broadspeed PRI is a local exchange access service that provides direct digital connections via 1.544 facility between customers with ISDN-PRI compatible Customer Premises Equipment (CPE) and ISDN-PRI equipped switches.
2. Broadspeed Primary Rate Interface (PRI) provides local exchange access loop services such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), and business dial tone lines. It can also be used as loop transport for circuit data applications. Broadspeed PRI is provisioned on the 1.544 megabits per second (Mbps) bandwidth and uses ISDN architecture of 23 B or bearer channels and 1 D or data channel, or 24 B channels to provide the customer with the capabilities of a simultaneous access, transmission, and switching of voice, data and video applications via channelized transport.
3. Customers are given the opportunity to subscribe to the Company's services for 1 year, 2 year or 3 year terms. If the Customer discontinues its term commitment prior to the expiration of the agreed upon contract, the termination liability will be equal to the monthly charge multiplied by the number of months remaining on the contract.

3. DESCRIPTION OF SERVICES (Cont'd)

3.20 Broadspeed PRI (Cont'd)

3.20.2 Features

1. Broadspeed PRI offers the following feature functionalities:
 - Calling Party Number (CPN) – CPN allows the user to have access to the directory number of the calling party.
 - Call-by-Call (CBC) – CBC allows B channels to be configured to access multiple services such as data, voice and video applications on a per call basis and eliminates the need for separate facilities for individual services.
 - Multiple Facility Signaling Control – MFSC allows the D channel of one PRI arrangement to provide signaling for up to 20 (T) PRIs. A back up D channel is required for this arrangement.
 - Calling Line Identification – Delivers the calling party's telephone number, if available, to the Broadspeed PRI subscriber. The number will be delivered if the call originates either in the same switch as the subscriber or is connected to the switch by SS7. This feature is available per port.
 - Backup D Channel – provides a backup D channel as a standby spare in the event that the primary D channel fails. Multiple Facility Signaling Control is required for this feature. Backup D channel is available in the DMS switches; and must be NI-2 compatible.
 - Caller ID With Name - This feature provides the originating telephone number and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line.

3. DESCRIPTION OF SERVICES (Cont'd)

3.20 Broadspeed PRI (Cont'd)

3.20.3 Non-Recurring Charges

1. Installation: A non-recurring Installation charge is applicable for each Broadspeed PRI facility. Billing will commence at the earlier of: 1) the date on which installation is complete and services are turned up; or 2) fifteen days after written notification to Customer of Broadview's readiness to schedule service turn up.
2. Service Order: A non-recurring Service Order charge is applicable for each Broadspeed PRI facility.
3. Change Order: A non-recurring Change Order charge is applicable for each Broadspeed PRI facility where after initial installation, the Customer requests changing telecommunications services associated with Broadspeed PRI.

3. DESCRIPTION OF SERVICES (Cont'd)

3.20 Broadspeed PRI (Cont'd)

3.20.4 Monthly Recurring Charges

1. Broadspeed PRI service is subject to monthly recurring charges on a per facility basis. All PRI facilities are subject to a fixed monthly recurring charge. PRI facilities that are greater than 0.1 miles and less than fifteen miles are subject to a monthly recurring mileage charge in addition to the fixed monthly recurring charge. No services are provisioned beyond fifteen miles from a Broadview Networks T1 collocation. Subscribers will be subject to a fixed monthly recurring mileage component and a per mile component. Customers have the option of Measured Rate PRI Service or Flat Rate Local PRI Service. The monthly recurring charge for these services varies based on the calling plan chosen. DS1 facility mileage calculated at .5 or less will be rounded down. DS1 facility mileage calculated at .6 or higher will be rounded up (Example - If DS1 facility mileage equals 1.5 miles, the per mile component of the monthly recurring mileage would equal 1 mile. If DS1 facility mileage equals 1.6 miles, the per mile component of the monthly recurring mileage would equal 2 miles).

Broadspeed PRI service is subject to monthly recurring charges based on the calling plan selected. Customers have the option of selecting a Measured Plan, Flat Rate Local Plan, 10k Plan, 25k Plan, 50k Plan, or 100k Plan.

3. DESCRIPTION OF SERVICES (Cont'd)

3.20 Broadspeed PRI (Cont'd)

3.20.4 Monthly Recurring Charges (Cont'd)

Measured Plan: All local, intraLATA toll and long distance calls are timed and rated per usage rates defined herein.

Measured Plan with Minimum Usage Guarantee ("MUG"): Subscribers are obligated to bill \$150 in usage each month. If usage for a month totals less than \$150, the subscriber will be billed the Minimum Usage Guarantee of \$150. If usage for a month totals \$150 or more, the subscriber is billed that amount corresponding to their total usage.

Flat Rate Local Plan: Monthly recurring charges include 100,000 minutes per month of local calling. Local calling in excess of the 100,000 minute per month allowance will be billed at the overage per minute rates defined herein. All intraLATA toll and long distance calls are timed and rated per usage rates defined herein.

10k Plan: Monthly recurring charges for the 10k Plan include 10,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 10,000 minute per month allowance will be billed at the overage per minute rates defined herein.

25k Plan: Monthly recurring charges for the 25k Plan include 25,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 25,000 minute per month allowance will be billed at the overage per minute rates defined herein.

50k Plan: Monthly recurring charges for the 50k Plan include 50,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 50,000 minute per month allowance will be billed at the overage per minute rates defined herein.

100k Plan: Monthly recurring charges for the 100k Plan include 100,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 100,000 minute per month allowance will be billed at the overage per minute rates defined herein.

3. DESCRIPTION OF SERVICES (Cont'd)

3.20 Broadspeed PRI (Cont'd)

3.20.5 Local Calls

1. Broadspeed PRI provides Local Calling Service. Local usage is non-time-of-day sensitive and is billed on per minute basis.
2. Broadview Networks concurs with the local exchange and service areas defined by the incumbent local exchange areas.
3. Flat Rate Local PRI service is limited to 100,000 minutes per month of outbound local usage allowance per PRI. Usage exceeding the monthly allowance will be billed at the per minute rate listed in Section 4 of this Pricing Guide.
4. For customers with Flat Rate Local PRI service the local usage allowance applies only to outbound direct dialed calls. The service cannot be used with autodialers which are devices that allow users to dial pre-programmed telephone numbers, or used for outbound call center applications such as telemarketing or market research. This service is available only to business customers and is only for voice use. Broadview Networks, Inc., reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Pricing Guide. Customers who exceed the allowance per Simplicity Flat Rate Local PRI T1 for three (3) consecutive months may have their rates adjusted to the standard measured Broadspeed PRI monthly facility charges and the standard local per minute rates.

3. DESCRIPTION OF SERVICES (Cont'd)

3.20 Broadspeed PRI (Cont'd)

3.20.6 IntraLATA Toll Calls

1. Broadspeed PRI provides IntraLATA Toll Calling Service which is furnished for communications between different local calling areas within a LATA. A LATA is an area defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191. A call that terminates within the same LATA but outside the local calling area is considered an IntraLATA Toll Service call. IntraLATA Toll usage is non-time-of-day sensitive and is billed on a per minute basis.

3.20.7 Long Distance Calls

1. Broadspeed PRI provides intrastate and interstate long distance calling service. Long distance usage is non-time-of-day sensitive. Usage is billed in full minute increments.

3. DESCRIPTION OF SERVICES (Cont'd)

3.21 Broadspeed Integrated T1

3.21.1 Description

1. Broadspeed Integrated T1 service provides a high capacity DS1 (1.544 Mbps) transmission link from an end user's premises to Broadview Networks' switching center. Broadspeed Integrated T1 service allows customers to integrate voice and data on the same circuit or facility. The minimum configuration of an Integrated T1 is one of the three following configurations: 1) 10 lines of voice service and 256k Internet access port; 2) 8 lines of voice service and 384k Internet access port; or 3) 6 lines of voice service and 512k Internet access port. At no time is the configuration permitted to be below one of these minimum configurations.
2. Broadspeed Integrated T1 offers customers the capabilities for local, intraLATA toll, long distance, 411, 911, dial around and toll-free calls. Customers must select Broadview as their carrier for local, intraLATA toll and long distance calling. Broadspeed Integrated T1 also offers customers the capabilities for incoming calls only (DID). Direct Inward Dialing permits calls to terminate directly to a number behind a PBX or DS1-capable system, without the aid of an attendant.
3. Customers are initially given the opportunity to subscribe to the Company's services for 2 year or 3 year term commitments, with a 2 year term being the minimum contractual obligation. At the expiration of the term contracts, Customers are given the opportunity to subscribe to the Company's services on a month-to-month basis. All Customers agree to meet and will be billed a minimum of \$100.00 in monthly calling volumes, including local service, intraLATA toll, interstate and international long distance calling over the Company's T-1 lines.

3. DESCRIPTION OF SERVICES (Cont'd)

3.21 Broadspeed Integrated T1 (Cont'd)

3.21.1 Description (Cont'd)

4. Customers are also given the opportunity to select from two mutually exclusive price plans. A measured-rate price plan has a monthly fee for each voice line and usage charges for local, intraLATA toll, and domestic and international Long Distance based on a cost per minute. Calls are metered and charges are determined by the duration of the call times the cost per minute. A flat-rate pricing plan gives the Customer the option to select unlimited local and intraLATA toll calls for one fixed price per line and metered domestic and international Long Distance based on a cost per minute. All voice lines provisioned on an Integrated T1 must be assigned identical calling plans. Mixing measured-rate and flat-rate calling plans on an Integrated T1 service is not permitted.
5. If the Customer discontinues its term commitment prior to the expiration of the agreed upon contract or requires their configuration of voice and data lines to fall below the minimum thresholds, the termination liability will be equal to \$400 multiplied by the number of months remaining on the contract.

3. DESCRIPTION OF SERVICES (Cont'd)

3.21 Broadspeed Integrated T1 (Cont'd)

3.21.2 Non-Recurring Charges

1. Installation: A non-recurring Installation charge is applicable for each Broadspeed Integrated T1 facility. Billing will commence at the earlier of: 1) the date on which installation is complete and services are turned up; or 2) fifteen days after written notification to Customer of Broadview's readiness to schedule service turn up.
2. Service Order: A non-recurring Service Order charge is applicable for each Broadspeed Integrated T1 facility.
3. Change Order: A non-recurring Change Order charge is applicable for each Broadspeed Integrated T1 facility where after initial installation, the Customer requests changing telecommunications services associated with Broadspeed Integrated T1.

3. DESCRIPTION OF SERVICES (Cont'd)

3.21 Broadspeed Integrated T1 (Cont'd)

3.21.3 Monthly Recurring Charges

1. DS1 Facility: A monthly recurring fee applies for each DS1 facility provisioned. In addition to the DS1 facility fee, a mileage fee is added to those circuits that are greater than 0.1 miles and less than fifteen miles from a Broadview Networks Integrated T1 service collocation. No services are provisioned beyond fifteen miles from a Broadview Networks T1 collocation. Broadspeed Integrated T1 subscribers will be subject to a fixed monthly recurring mileage component and a per mile component. DS1 facility mileage calculated at .5 or less will be rounded down. DS1 facility mileage calculated at .6 or higher will be rounded up (Example - If DS1 facility mileage equals 1.5 miles, the per mile component of the monthly recurring mileage would equal 1 mile. If DS1 facility mileage equals 1.6 miles, the per mile component of the monthly recurring mileage would equal 2 miles).
2. Internet Access Port: Customers must select one of five (5) discrete bandwidth choices for Internet access.
3. Equipment Rental: A fee for rental of a Broadview-provided Integrated Access Device that will reside at the customer's premises for the duration of the service period. The equipment remains the property of Broadview Networks and must be returned upon service disconnection else Customer will be levied a fee up to \$2,000.
4. Caller ID With Name: This feature provides the originating telephone number and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line. Caller ID With Name is only available to subscribers with two or three year commitments.

3. DESCRIPTION OF SERVICES (Cont'd)

3.21 Broadspeed Integrated T1 (Cont'd)

3.21.3 Monthly Recurring Charges (Cont'd)

5. Voice Lines: Customers may opt for analog voice lines and/or digital or PRI trunks. Fees are per working voice channel. Customers may select all lines assigned to the measured rate calling plan or all lines assigned to the Flat-rate calling plan. Calling plan assignments cannot be mixed on the same Integrated T1 service.

Customers that select the Flat-rate calling plan with Unlimited Local and intraLATA calling are further subject to these conditions: Line rate includes all local and intraLATA outbound direct dialed calls. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with autodialer, call center or certain automated switching equipment. Available for voice use only. Broadview reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Pricing Guide.

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3. DESCRIPTION OF SERVICES (Cont'd)

3.21 Broadspeed Integrated T1 (Cont'd)

3.21.3 Monthly Recurring Charges (Cont'd)

5. (Cont'd)

A PRI trunk type is also available for purchase. When a customer selects any number of lines as PRI trunk type, the following conditions apply:

- One DS0 channel on the DS1 facility is reserved as the data channel or "D-channel" of the PRI arrangement for purposes of providing signaling for up to 19 other DS0's provisioned as bearer channels or B-channels on that same facility.
- The Customer is not charged for the D-channel, nor does the D-channel count toward the minimum configuration requirements defined earlier in this section.
- Each B-channel is levied monthly recurring line charges described as "PRI Trunk" in this section.
- PRI Trunk types may not be provisioned with T1 Digital Trunk types (T1 Channel Assigned Signaling) on the same DS1 facility.
- Each PRI Trunk includes Call ID (Number Only) at no additional charge. Customer's PBX must support NI-1 protocol. The PRI Trunk type supports NI-1 or 5ESS simulation only. It will not support NI-2 protocol.

3. DESCRIPTION OF SERVICES (Cont'd)

3.21 Broadspeed Integrated T1 (Cont'd)

3.21.4 Local Calls

1. Broadspeed Integrated T1 provides Local Calling Service. Local usage is non-time-of-day sensitive and is billed on per minute basis.
2. Broadview Networks concurs with the local exchange and local service areas defined by the incumbent local exchange company.

3.21.5 IntraLATA Toll Calls

1. Broadspeed Integrated T1 provides IntraLATA Toll Calling Service which is furnished for communications between different local calling areas within a LATA. A LATA is an area defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191. A call that terminates within the same LATA but outside the local calling area is considered an IntraLATA Toll Service call. IntraLATA Toll usage is non-time-of-day sensitive and is billed on a per minute basis.
2. Broadview concurs with the standard intraLATA boundaries defined by the incumbent local exchange company.

3.21.6 Long Distance Calls

1. Broadspeed Integrated T1 provides intrastate and interstate long distance calling service. Long distance usage is non-time-of-day sensitive. Long distance usage is billed in full minute increments.

3. DESCRIPTION OF SERVICES (Cont'd)

3.22 Broadspeed Voice Channel Bank

3.22.1 Description

1. Broadspeed Voice Channel Bank service provides basic analog business line connections from a Company-provided Integrated Access Device (IAD) at the end user's premises to a Company switching center. Broadspeed Voice Channel Bank service utilizes Metro-Ethernet or DS1 (1.544 Mbps) transmission link to deliver from 11 to 24 analog voice-grade 56Kbps communications channels per facility.
2. Service offers customers the capabilities for both inbound and outbound calls via analog, voice-grade telephonic communications channels that can be used to place or receive one call at time. Basic business lines are provided for connection of customer-provided single-line terminal equipment such as analog station sets or facsimile machines.
3. Customers are given the opportunity to subscribe to the Company's services for 1 year, 2 year or 3 year terms. If the Customer discontinues its term commitment prior to the expiration of the agreed upon contract, the termination liability will be equal to \$400 multiplied by the number of months remaining on the contract. All Customers agree to meet and will be billed a minimum of \$50.00 in monthly calling volumes, including local service, intraLATA toll, and intrastate/interstate/international long distance calling for each Measured Broadspeed Voice Channel Bank service.

3. DESCRIPTION OF SERVICES (Cont'd)

3.22 Broadspeed Voice Channel Bank (Cont'd)

3.22.2 Features

1. Broadspeed Voice Channel Bank service includes Call Hunting and Anonymous Call Rejection. The following features are also available to subscribers for a monthly per line charge: Call Waiting, Three Way Calling, Call Forward, Call Forward Busy Line, Call Forward Don't Answer, Ultra Call Forward, Remote Call Forward, Speed Dial 8, Speed Dial 30, Caller ID, Call Waiting ID, Caller ID Deluxe, and Call Waiting ID Deluxe, Voice Mail. The following features are available on a per use basis only: Repeat Dial, Call Return, and Call Trace.
2. Feature Package 1: Feature Package 1 is available to subscribers for a monthly per line charge. Feature Package 1 includes Station-to-station Dialing, Assume Dial 9, Call Hold, Call Transfer, Call Pickup, Three way Calling, Call Forward, Call Waiting, and Call Park.
3. Feature Package 2: Feature Package 2 is available to subscribers for a monthly per line charge. Feature Package 2 includes Call Waiting, Three Way Calling, Call Forward, Call Forward Busy Line, Call Forward Don't Answer, Ultra Call Forward, Speed Dialing (8 or 30), Call Transfer, Caller ID, Call Waiting ID, Caller ID Deluxe, and Call Waiting ID Deluxe

3. DESCRIPTION OF SERVICES (Cont'd)

3.22 Broadspeed Voice Channel Bank (Cont'd)

3.22.3 Non-Recurring Charges

1. Installation: A non-recurring Installation charge is applicable for each Broadspeed Voice Channel Bank facility. Billing will commence at the earlier of: 1) the date on which installation is complete and services are turned up; or 2) fifteen days after written notification to Customer of the Company's readiness to schedule service turn up.
2. Service Order: A non-recurring Service Order charge is applicable for each Broadspeed Voice Channel Bank facility.
3. Change Order: A non-recurring Change Order charge is applicable for each Broadspeed Voice Channel Bank facility where after initial installation, the Customer requests changing telecommunications services associated with Broadspeed Voice Channel Bank service.

3. DESCRIPTION OF SERVICES (Cont'd)

3.22 Broadspeed Voice Channel Bank (Cont'd)

3.22.4 Monthly Recurring Charges

1. Broadspeed Voice Channel Bank service is subject to monthly recurring charges on a per facility basis. All DS1 facilities are subject to a fixed monthly recurring charge which includes eleven (11) voice lines. Additional voice lines are available at additional monthly recurring charges. Total voice lines per DS1 facility may not exceed twenty-four (24). DS1 facilities that are greater than 0.1 miles and less than fifteen miles are subject to a monthly recurring mileage charge in addition to the fixed monthly recurring charge. No services are provisioned beyond fifteen miles from a Company T1 collocation. Subscribers will be subject to a fixed monthly recurring mileage component and a per mile component. DS1 facility mileage calculated at .5 or less will be rounded down. DS1 facility mileage calculated at .6 or higher will be rounded up (Example - If DS1 facility mileage equals 1.5 miles, the per mile component of the monthly recurring mileage would equal 1 mile. If DS1 facility mileage equals 1.6 miles, the per mile component of the monthly recurring mileage would equal 2 miles).
2. Subscribers must select one of the following four (4) discrete calling plan options shown below.
3. Measured Plan: There is no monthly recurring charge associated with the Measured Plan with the exception of the facility charge. All local, intraLATA toll and long distance calls are timed and rated per usage rates defined herein.

3. DESCRIPTION OF SERVICES (Cont'd)

3.22 Broadspeed Voice Channel Bank (Cont'd)

3.22.4 Monthly Recurring Charges (Cont'd)

4. 10k Plan: Monthly recurring charges for the 10k Plan include 10,000 minutes per month of local, intraLATA toll, intrastate, and interstate long distance calling. All local intraLATA toll and long distance calls in excess of the 10,000 minute per month allowance will be billed at the overage per minute rates defined herein.
5. 25k Plan: Monthly recurring charges for the 25k Plan include 25,000 minutes per month of local, intraLATA toll, intrastate, and interstate long distance calling. All local, intraLATA toll and long distance calls in excess of the 25,000 minute per month allowance will be billed at the overage per minute rates defined herein.
6. 100k Plan: Monthly recurring charges for the 100k Plan include 100,000 minutes per month of local, intraLATA toll, intrastate, and interstate long distance calling. All local, intraLATA toll and long distance calls in excess of the 100,000 minute per month allowance will be billed at the overage per minute rates defined herein.

3.22.5 Local Calls

1. Broadspeed Voice Channel Bank provides local calling service. Local usage is non- time-of-day sensitive and is billed on per minute basis.
2. The Company concurs with the local exchange and service areas defined by the incumbent local exchange areas.

3. DESCRIPTION OF SERVICES (Cont'd)

3.22 Broadspeed Voice Channel Bank (Cont'd)

3.22.5 Local Calls (Cont'd)

3. For customers subscribing to any of the 10k, 25k, or 100k Plans, the minutes of use allowance applies only to outbound direct dialed calls. The service cannot be used with autodialers which are devices that allow users to dial pre-programmed telephone numbers, or used for outbound call center applications such as telemarketing or market research. This service is available only to business customers and is only for voice use. The Company reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Pricing Guide. Customers who exceed the minutes of use allowance for three (3) consecutive months may have their rates adjusted to the standard Measured Plan.

3.22.6 IntraLATA Toll Calls

1. Broadspeed Voice Channel Bank provides IntraLATA Toll Calling Service which is furnished for communications between different local calling areas within a LATA. A LATA is an area defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191. A call that terminates within the same LATA but outside the local calling area is considered an IntraLATA Toll Service call. IntraLATA Toll usage is non-time-of-day sensitive and is billed on a per minute basis.

3.22.7 Long Distance Calls

1. Broadspeed Voice Channel Bank provides intrastate, interstate, and international long distance calling service. Long distance usage is non-time-of-day sensitive. Usage is billed in full minute increments.

3. DESCRIPTION OF SERVICES (Cont'd)

3.23 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.23.1 Unless otherwise specified, calls are timed in one minute increments. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

3.23.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

3.23.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

3.23.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.23.5 All times refer to local times.

3.23.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.

3.23.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).

3.23.8 Each call is rated and billed in whole cents according to the following conventions: (1) Calls made using any service by the Company are rounded up to the next cent at the termination of the call; and (2) Special rounding arrangements may be made through contractual arrangements.

3. DESCRIPTION OF SERVICES (Cont'd)

3.24 Elite Unlimited Complete

3.24.1 Monthly recurring charges include Three Way Calling, Call Waiting, Call Forwarding, Ultra Call Forwarding, Repeat Dialing, Call Return, Call Trace, Anonymous Call Rejection, Caller ID Deluxe, and Speed Dial 30 features. Call Hunting, Voicemail, and Call Forward are also available to customers upon request at no additional charge. Monthly recurring charges are all inclusive with the exception of applicable taxes, 911/E911 surcharges and universal service.

3.24.2 There are no monthly charges or minimum usage associated with long distance rates. Customers must sign a one year or two year term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer. Usage for Toll Free Numbers is not included with this plan. Service cannot be used with an autodialer, call center or certain automated switching equipment. This service is available only to business customers and for voice use only. Broadview Networks reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Pricing Guide with 30 days advanced written notice to customers.

3. DESCRIPTION OF SERVICES (Cont'd)

3.25 IntraLATA Private Line Service

3.25.1 Description of Service

IntraLATA Private Line Service is an IntraLATA service between two or more points, none of which are connected to, or otherwise made available to, any local switching facility. Where IntraLATA Private Line is available, service is offered as a high capacity dedicated transmission facility available 24-hours per day, 7 days per week in the following bandwidths: DS1 (1.544 Mbps) and DS3 (44.436 Mbps). Customers may commit to one, two or three year service terms. The minimum service period for IntraLATA Private Line Service is one year. Should the Customer terminate service prior to the end of the term commitment, the Customer will be billed a termination charge equal to the monthly recurring charge times the number of months remaining in the term.

3.25.2 Acceptable Use

IntraLATA Private Line Service may not be used for transmission of more than 10% interstate jurisdictional traffic. Customer acknowledges that the Company's determination of applicability of federal universal service will be based upon the representations provided by the Customer to the Company. In the event the Company exempts Customer from the payment of universal service related charges, in whole or in part, based upon the representations, and the Company thereafter determines that the Customer provided false, inaccurate, or erroneous information, then the Company may bill Customer, and Customer will pay, the federal universal service charges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment to both the Company and the Universal Service Administrator for contribution to universal service support mechanisms. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from breaches of the information or representations made hereunder. If at any time, Customer is not using IntraLATA Private Line Service in accordance with this section, Customer will notify the Company within thirty (30) days and Customer's service will be subject to universal service charges.

3. DESCRIPTION OF SERVICES (Cont'd)

3.25 IntraLATA Private Line Service, Cont.

3.25.3 Rates and Charges

Rates and charges for IntraLATA Private Line Service are defined herein and are based on the locations of the Customer premises in relation to the Company's network. IntraLATA Private Line Services are provided at the sole discretion of the Company and priced on an Individual Case Basis ("ICB"), applied in a nondiscriminatory manner.

1. Local Distribution Channel

The Local Distribution Channel rate element provides for the dedicated transmission path furnished between the Customer's premises and the serving wire center.

Local Distribution Channel Mileage will be rounded up to the next mile for any fraction of a mile. For example, 0.01 miles will be charged at 1 mile.

2. Interoffice Channel

The Interoffice Channel rate element provides for the dedicated transmission path between serving wire centers.

Interoffice Channel Mileage will be rounded up to the next mile for any fraction of a mile. For example, 0.01 miles will be charged at 1 mile.

3.26 Resale, On Net, Off Net, Mixed Account Classifications

Certain services have distinct monthly recurring line charges based on whether the account is classified as resale, on net, off net or mixed. For these services, an account will be classified as resale if 75% or more of the customer's lines are provisioned via resale. Any account not classified as resale will be classified as on net, off net or mixed. An account will be classified as on net if 100% of the customer's lines are located in Company on net areas. An account will be classified as off net if at least 90% of the customer's lines are physically located in Company off net areas. An account will be classified as mixed if the customer has lines located in on net areas and off net areas with less than 90% of the customer's lines located in Company off net areas.

4. RATES AND CHARGES

4.1 Calculation of Rates

- 4.1.1 When rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 4.1.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 4.1.3 Where time of day or day of week constraints apply, different rates based on the time of day or day of week are applied in accordance with the following rate table.

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4. RATES AND CHARGES

4.2 Dial-Around Compensation Surcharge for Payphones

4.2.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- A. Calling card service
- B. Collect calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service

4.2.2 The Surcharge does not apply to:

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

4.2.3 The Dial Around Compensation Surcharge rate is \$1.50 per call.

4. RATES AND CHARGES

4.3 Local Service Provider Freeze

- 4.3.1 The Company will make available a local service provider freeze to all residence and business customers on a nondiscriminatory basis at no charge to the end user. This freeze prevents a change in the end user's local service provider unless the end user gives the carrier from whom the freeze was requested his or her express consent.
- 4.3.2 End users may request a freeze on their local service provider as a means of protection from unauthorized changes. In establishing a freeze, carriers must follow the verification procedures for preferred carrier freezes of the Federal Communications Commission ("FCC") (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).
- 4.3.3 The Company will accept a customer's written or oral authorization, including a three-way call with the customer, the Company and the new local service provider selected by the customer, to lift a freeze previously imposed by the customer on his or her choice of local service provider. In accordance with federal regulations, when engaged in oral authorization to lift a local service provider freeze, the Company must confirm appropriate customer identification data and the customer's intent to lift the freeze. Carriers will impose and lift the freeze in accordance with the then applicable provisions of the federal regulations, the current provisions of which appear at Title 47, Part 64 of the Code of Federal Regulations, 47 C.F.R. 64.1190. Carriers must still follow the verification procedures of the FCC for changing preferred carriers (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

4. RATES AND CHARGES

4.4 Standard Access Line

Standard Access Lines are provided where facilities currently exist. New Access Lines requiring new facilities will incur additional charges.

4.4.1 Residential

Monthly Recurring Charges

Rate <u>Group A</u>	Rate <u>Group B</u>
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Dial Tone Line

Individual Line, each	\$17.26 (I)	\$19.39 (I)
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Monthly Usage Options

Unlimited Usage, Flat Rate Individual Line, each	\$16.72 (I)	\$13.19 (I)
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Limited Usage Message Rate* Individual Line, each	\$10.84 (I)	\$10.84 (I)
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Measured Rate Usage

First Minute	\$0.046 (I)	\$0.046 (I)
Each Additional Minute	\$0.038 (I)	\$0.038 (I)

Message Rate Service

Additional Local Message Units	\$0.101 (I)	\$0.101 (I)
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*(Includes 65 Local Message Units. One Local Message Unit applies for each local message to dial tone lines in the local service portion of the customer's exchange area)

4. RATES AND CHARGES (Cont'd)

4.4 Standard Access Line (Cont'd)

4.4.1 Residential (Cont'd)

Non-Recurring Charges

Line Connection, each	\$39.00
Account Establishment	\$20.25
Moves	\$25.25
Changes or Additions	\$5.00
Record Order Charge	\$14.00
Line Restoral	\$18.00

Applies for line or toll service restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Temporary Suspension	\$8.00
Voluntary Toll restriction Re-activation	\$8.00

Applies for Line or Toll restoral after Customer-initiated suspension.

Reactivation of 900 Blocking Option	\$8.00
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4. RATES AND CHARGES (Cont'd)

4.4 Standard Access Line (Cont'd)

4.4.2 Business

Monthly Recurring Charges

	<u>Rate Group A</u>	<u>Rate Group B</u>
Dial Tone Line		
Individual Line, each	\$32.56 (I)	\$32.56 (I)
Monthly Usage Options		
Limited Usage Message Rate* Individual Line, each	\$0.00	\$0.00
Measured Rate Usage		
First Minute	\$0.042 (I)	\$0.042 (I)
Each Additional Minute	\$0.042 (I)	\$0.042 (I)
Message Rate Service		
Additional Local Message Units	\$0.144 (I)	\$0.144 (I)

*(No Local Message Units included)

4. RATES AND CHARGES (Cont'd)

4.4 Standard Access Line (Cont'd)

4.4.2 Business (Cont'd)

Non-Recurring Charges

Line Connection, each	\$175.00
Account Establishment	\$48.00
Moves	\$175.00
Changes or Additions	\$175.00
Record Order Charge	\$15.00
Line Restoral	\$100.00(I)

Applies for line or toll service restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Temporary Suspension	\$13.25
Voluntary Toll restriction Re-activation	\$13.25

Applies for Line or Toll restoral after Customer-initiated suspension.

Reactivation of 900 Blocking Option	\$13.25
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4. RATES AND CHARGES (Cont'd)

4.5 Optional Calling Features

4.5.1 Monthly Charges

	<u>Residence</u>	<u>Business</u>
Anonymous Call Rejection	\$3.94 (l)	\$4.18 (l)
Call Block	\$5.57 (l)	\$6.05 (l)
Call Forwarding – Variable	\$5.39 (l)	\$7.21 (l)
Call Waiting	\$5.69 (l)	\$6.78 (l)
Distinctive Ring	\$7.70 (l)	\$10.70 (l)
Call Return - Unlimited	\$5.57 (l)	\$6.27 (l)
Call Return - Per use	\$1.56 (l)	\$1.56 (l)
Speed Dial		
8	\$2.06 (l)	\$2.78 (l)
30	\$5.08 (l)	\$6.27 (l)
3-Way Calling	\$4.84 (l)	\$5.57 (l)
3-Way Calling – Per Use	\$1.56 (l)	\$1.56 (l)
Call Trace – Per Use	\$1.88 (l)	\$1.88 (l)
Remote Call Forwarding	\$24.13 (l)	\$24.13 (l)
Caller ID	\$9.02 (l)	\$13.56 (l)
Caller ID with Name	\$9.92 (l)	\$13.12 (l)
Priority Call	\$3.83 (l)	\$4.24 (l)
Busy Number Redial – Per use	\$1.56 (l)	\$1.56 (l)
Busy Number Redial – Unlimited	\$2.78 (l)	\$3.49 (l)
Select Call Forward	\$5.15 (l)	\$5.45 (l)
Ultra Forward	\$6.24 (l)	\$8.35 (l)
Account Codes	\$5.50 (l)	\$5.50 (l)

4. RATES AND CHARGES (Cont'd)

4.6 Blocking Services

4.6.1 In addition to the rates listed above for Blocking services, the following rate may be applicable in instances where customers wish to have Line Blocking Deactivated:

<u>Line Blocking Deactivation</u>	<u>Residence</u>	<u>Business</u>
Non-recurring, per event	\$10.00	\$10.00

4. RATES AND CHARGES (Cont'd)

4.7 Message Telecommunications Service (MTS)

4.7.1 Residential IntraLATA and Regional Toll Service (Billed in full minute increments)

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.385 (l)	\$0.284 (l)	\$0.228 (l)

4.7.2 Business IntraLATA and Regional Toll Service (Billed in full minute increments)

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.185 (l)	\$0.185 (l)	\$0.149 (l)

4. RATES AND CHARGES (Cont'd)

4.8 Directory Assistance

4.8.1 A customer may obtain Directory Assistance ("DA") in determining telephone numbers within their local calling area by calling the DA operator at the following rate:

	<u>Residence</u>	<u>Business</u>
Directory Assistance:	\$1.88 per call (l)	\$1.88 per call (l)

4.8.2 A customer may request that the call be completed by the DA service for the following charge:

	<u>Residence</u>	<u>Business</u>
DA Call Completion:	\$0.64 per call (l)	\$0.64 per call (l)

4.8.3 A customer may obtain Directory Assistance in determining telephone numbers outside their local calling area by dialing either "411" or "00" at the rates listed herein.

	<u>Residence</u>	<u>Business</u>
National DA:	\$1.88 per call (l)	\$1.88 per call (l)

4.9 Operator Services

4.9.1 The following surcharges will be assessed on a per call basis.

	<u>Residence</u>	<u>Business</u>
Operator Station to Station	\$2.75 (l)	\$2.70 (l)
Mechanized Station to Station	\$2.75 (l)	\$2.75 (l)

4. RATES AND CHARGES (Cont'd)

4.10 (Reserved For Future Use)

4.11 Directory Listings

Monthly Recurring

Residence

Business

Additional Listing

\$4.28 (I)

\$5.61 (I)

Non-Published

\$4.28 (I)

\$4.95 (I)

Non-Listed

\$3.32 (I)

\$4.68 (I)

4.12 Personalized Phone Number

Residence

Business

Nonrecurring

\$25.00

\$100.00

4. RATES AND CHARGES (Cont'd)

4.13 Maintenance Visits

4.13.1 Normal Business Hours (Monday-Friday 8:00 am – 5:00 pm)

\$50.00 per site visit, and

\$300.00 per hour. Customer billed minimum of one hour and half hour increments thereafter. Charges are per technician, plus materials.

4.13.2 Outside Normal Business Hours

\$75.00 per site visit, and

\$400.00 per hour. Customer billed minimum of one hour and half hour increments thereafter. Charges are per technician, plus materials.

4.13.3 Dispatch Charge

Per Occurrence - \$199.00

4. RATES AND CHARGES (Cont'd)

4.14 Residential Calling Plans

4.14.1 NoNonCents

- Standard Access Line
- Unlimited Local, Regional and Domestic LD for direct dialed outbound calls within the Continental United States
- First line monthly recurring charges:
 - Resale - \$60.93 (l)
 - On Net - \$60.03 (l)
 - Off Net - \$60.93 (l)
 - Mixed - \$60.93 (l)
- Each additional line monthly recurring charges:
 - Resale - \$60.93 (l)
 - On Net - \$55.61 (l)
 - Off Net - \$60.37 (l)
 - Mixed - \$58.13 (l)

Customers must sign a 1-year term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer. Included local usage applies to direct dial domestic calls only. Service cannot be used with autodialer, toll free service, call center or certain automated switching equipment and is for voice use only. Broadview Networks reserves the right to change the calling plan of Customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Pricing Guide.

4. RATES AND CHARGES (Cont'd)

4.14 Residential Calling Plans

4.14.2 4-Penny

First Line

- Standard Access Line
- 500 free local calls; calls exceeding 500 will be charged at \$0.106 per call thereafter (l)
- 300 minutes/month/line of IntraLATA toll; additional minutes at \$0.089 per minute (l)
- \$0.077 per minute long distance (l)
- 10% discount on all monthly recurring charges for Optional Calling Features and Feature Combinations
- Monthly recurring charges:
- Resale - \$59.19 (l)
- On Net - \$55.55 |
- Off Net - \$60.31 |
- Mixed - \$58.07 (l)

Additional Lines

- Standard Access Line
- 250 free local calls; calls exceeding 250 will be charged at \$0.106 per call thereafter (l)
- 300 minutes/month/line of IntraLATA toll; additional minutes at \$0.088 per minute (l)
- \$0.078 per minute long distance (l)
- 10% discount on all monthly recurring charges for Optional Calling Features and Feature Combos
- Monthly recurring charges:
- Resale - \$58.13 (l)
- On Net - \$50.01 |
- Off Net - \$54.77 |
- Mixed - \$52.53 (l)

4. RATES AND CHARGES (Cont'd)

4.15 Clearpak - Measured

The plan offers business Customers the following rates:

Monthly recurring line charge:

		<u>Two Year Term Commitment</u>		
Rate Group:		<u>A1,A2</u>	<u>B1</u>	<u>B2</u>
-	Resale	\$40.60 (I)	\$56.28 (I)	\$47.32 (I)
-	On Net	\$34.33 (I)	\$50.01 (I)	\$41.05 (I)
-	Off Net	\$38.94 (I)	\$55.05 (I)	\$45.64 (I)
-	Mixed	\$38.92 (I)	\$54.60 (I)	\$45.64 (I)

		<u>Three Year Term Commitment</u>		
Rate Group:		<u>A1,A2</u>	<u>B1</u>	<u>B2</u>
-	Resale	\$38.94 (I)	\$55.16 (I)	\$46.20 (I)
-	On Net	\$33.21 (I)	\$48.89	\$39.93 (I)
-	Off Net	\$37.80 (I)	\$53.48 (I)	\$44.52 (I)
-	Mixed	\$37.80 (I)	\$53.48 (I)	\$44.52 (I)

	<u>Two Year Term</u>	<u>Three Year Term</u>
Rate per minute for all intraLATA toll, intrastate and interstate long distance calls:	\$0.085 (I)	\$0.075 (I)
Rate per minute for all local usage:	\$0.066 (I)	\$0.061 (I)

There are no monthly charges or minimum usage associated with the long distance rates. Customers must sign a term commitment and must take the complete Broadview Networks, Inc. bundle of local, toll and long distance to qualify for this offer. Usage for Toll Free Numbers is not included with this plan. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with an autodialer, call center or certain automated switching equipment. This service is available only to business customers and for voice use only. Broadview Networks, Inc. reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Pricing Guide.

4. RATES AND CHARGES (Cont'd)

4.16 Clearpak - Unlimited

The plan offers business Customers the following rates:

Monthly recurring line charge:

(Includes all local, intraLATA toll,
interstate and intrastate long
distance calls)

Two Year Term Commitment

	Rate Group:	<u>A1,A2</u>	<u>B1</u>	<u>B2</u>
- Resale		\$59.25 (I)	\$66.90	\$61.60 (I)
- On Net		\$55.05 (I)	\$63.15	\$61.60 (I)
- Off Net		\$57.57 (I)	\$65.40	\$61.60 (I)
- Mixed		\$57.57 (I)	\$65.40	\$61.60 (I)

Three Year Term Commitment

	Rate Group:	<u>A1,A2</u>	<u>B1</u>	<u>B2</u>
- Resale		\$58.13 (I)	\$65.90	\$61.60 (I)
- On Net		\$53.93 (I)	\$62.15	\$60.65 (I)
- Off Net		\$56.45 (I)	\$64.40	\$60.61 (I)
- Mixed		\$56.45 (I)	\$64.40	\$60.61 (I)

There are no monthly charges or minimum usage associated with the long distance rates. Customers must sign a term commitment and must take the complete Broadview Networks, Inc. bundle of local, toll and long distance to qualify for this offer. Usage for Toll Free Numbers is not included with this plan. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with an autodialer, call center or certain automated switching equipment. This service is available only to business customers and for voice use only. Broadview Networks, Inc. reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Pricing Guide.

4. RATES AND CHARGES (Cont'd)

4.17 Clearpak – Local Allowance

The plan offers business Customers the following rates:

Monthly recurring line charge:

(Includes 2,000 minutes of local and intraLATA toll calling allowance)

Two Year Term Commitment

	Rate Group:	<u>A1,A2</u>	<u>B1</u>	<u>B2</u>
- Resale		\$57.01 (I)	\$64.90	\$61.60 (I)
- On Net		\$52.81 (I)	\$61.60 (I)	\$59.53 (I)
- Off Net		\$55.33 (I)	\$63.40	\$61.60 (I)
- Mixed		\$55.33 (I)	\$63.40	\$61.60 (I)

Three Year Term Commitment

	Rate Group:	<u>A1,A2</u>	<u>B1</u>	<u>B2</u>
- Resale		\$55.89 (I)	\$63.90	\$61.60 (I)
- On Net		\$51.69 (I)	\$61.60 (I)	\$58.41 (I)
- Off Net		\$54.21 (I)	\$62.40	\$60.93 (I)
- Mixed		\$54.21 (I)	\$62.40	\$60.93 (I)

	<u>Two Year Term</u>	<u>Three Year Term</u>
Rate per minute for all local and intraLATA toll usage in excess of monthly allowance:	\$0.065 (I)	\$0.060 (I)
Rate per minute for all interstate and Intrastate long distance calls:	\$0.084 (I)	\$0.074 (I)

There are no monthly charges or minimum usage associated with the long distance rates. Customers must sign a term commitment and must take the complete Broadview Networks, Inc. bundle of local, toll and long distance to qualify for this offer. Usage for Toll Free Numbers is not included with this plan. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with an autodialer, call center or certain automated switching equipment. This service is available only to business customers and for voice use only. Broadview Networks, Inc. reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Pricing Guide.

4. RATES AND CHARGES (Cont'd)

4.18 Toll Free Service

Monthly Recurring Charges

- All Toll Free Service Plans \$10.50

Per Minute Charges

Residential Plans

- NoNonCents \$0.088 (l)
- 4 Penny \$0.079 (l)

Business Plans

	<u>2 Year</u>	<u>3 Year</u>
	<u>Term</u>	<u>Term</u>
- ClearPak Measured	\$0.088 (l)	\$0.078 (l)
- ClearPak Bundled	\$0.088 (l)	\$0.078 (l)

4. RATES AND CHARGES (Cont'd)

4.19 Broadspeed Voice T1

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Non-Recurring Charges:</u>			
Per DS1 Facility:			
Installation	\$800.00	\$800.00	\$800.00
Service Order	\$40.00	\$40.00	\$40.00
Change Order	\$40.00	\$40.00	\$40.00
Additional DID Number Blocks	\$5.00	\$5.00	\$5.00
Denied/Missed Site Survey Appointment, per Occurrence	\$99.00	\$99.00	\$99.00
Long Distance Acct. Codes, Per Account	\$25.00	\$25.00	\$25.00

Monthly Recurring Charges (includes port, facility, trunks and 1st 20 DID):

DS1 Facility	\$785.95 (I)	\$565.95 (I)	\$510.95 (I)
DS1 Facility - Mileage Charge			
Fixed	\$54.45 (I)	\$54.45 (I)	\$54.45 (I)
Per Mile	\$24.20 (I)	\$24.20 (I)	\$24.20 (I)
Toll Free Numbers, each	\$11.00 (I)	\$11.00 (I)	\$11.00 (I)
Initial block of 20 numbers:	\$0.00	\$0.00	\$0.00
Each additional block of 20:	\$11.55 (I)	\$11.55 (I)	\$11.55 (I)

4. RATES AND CHARGES (Cont'd)

4.19 Broadspeed Voice T1 (Cont'd)

Monthly Recurring Charges (Cont'd)

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Call Re-Direct	\$55.00 (I)	\$55.00 (I)	\$55.00 (I)
Measured Plan	\$38.50 (I)	\$38.50 (I)	\$38.50 (I)
Flat Rate Local	\$275.00 (I)	\$275.00 (I)	\$275.00 (I)
10k Plan	\$176.00 (I)	\$15400 (I)	\$137.50 (I)
25k Plan	\$440.00 (I)	\$396.00 (I)	\$352.00 (I)
50k Plan	\$775.50 (I)	\$687.50 (I)	\$632.50 (I)
100k Plan	\$1,067.00 (I)	\$951.50 (I)	\$847.50 (I)

Per Minute Charges

Local Calls

Per Minute	\$0.062 (I)	\$0.058 (I)	\$0.056 (I)
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IntraLATA/Long Distance Calls

Per Minute	\$0.091 (I)	\$0.074 (I)	\$0.068 (I)
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Toll Free Inbound Calls

Per Minute	\$0.091 (I)	\$0.074 (I)	\$0.068 (I)
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Local Calls - Overage

Per Minute	\$0.052 (I)	\$0.052 (I)	\$0.052 (I)
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IntraLATA/Long Distance Calls - Overage

Per Minute	\$0.090 (I)	\$0.073 (I)	\$0.067 (I)
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Flat Rate Local Voice T1

Per Minute	\$0.050 (I)
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4. RATES AND CHARGES (Cont'd)

4.20 Broadspeed PRI

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Non-Recurring Charges:</u>			
Per PRI:			
Installation	\$800.00	\$800.00	\$800.00
Service Order	\$40.00	\$40.00	\$40.00
Change Order	\$40.00	\$40.00	\$40.00
Additional DID Number Blocks	\$5.50	\$5.50	\$5.50
Denied/Missed Site Survey			
Appointment, per Occurrence	\$99.00	\$99.00	\$99.00
Long Distance Account			
Codes, per Acct	\$25.00	\$25.00	\$25.00

4. RATES AND CHARGES (Cont'd)

4.20 Broadspeed PRI (Cont'd)

Monthly Recurring Charges (includes port, facility, trunks and 1st 20 DID's):

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Per PRI Facility	\$785.95 (I)	\$565.95 (I)	\$510.95 (I)
PRI Facility - Mileage Charge			
- Fixed	\$54.45 (I)	\$54.45 (I)	\$54.45 (I)
- Per Mile	\$24.20 (I)	\$24.20 (I)	\$24.20 (I)
Toll Free Numbers, each	\$11.00 (I)	\$11.00 (I)	\$11.00 (I)
Initial block of 20 numbers	\$0.00	\$0.00	\$0.00
Each Add'l block of 20 numbers	\$11.55 (I)	\$11.55 (I)	\$11.55 (I)
Caller ID With Name	\$110.00 (I)	\$110.00 (I)	\$110.00 (I)
Call Re-Direct	\$60.50 (I)	\$55.00 (I)	\$55.00 (I)

4. RATES AND CHARGES (Cont'd)

4.20 Broadspeed PRI (Cont'd)

Monthly Recurring Charges (Cont'd)

	<u>One Year</u> <u>Term</u>		<u>Two Year</u> <u>Term</u>		<u>Three Year</u> <u>Term</u>
Measured Plan	\$38.50	(I)	\$38.50	(I)	\$38.50 (I)
Flat Rate Local	\$275.00	(I)	\$275.00	(I)	\$275.00 (I)
10k Plan	\$176.00	(I)	\$154.00	(I)	\$137.50 (I)
25k Plan	\$440.00	(I)	\$396.00	(I)	\$352.00 (I)
50k Plan	\$775.50	(I)	\$687.50	(I)	\$632.50 (I)
100k Plan	\$1,067.00	(I)	\$951.50	(I)	\$841.50 (I)

Per Minute Charges

Local Calls

Per Minute	\$0.062 (I)	\$0.058 (I)	\$0.051
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IntraLATA/Long Distance Calls

Per Minute	\$0.089 (I)	\$0.072 (I)	\$0.066 (I)
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Toll Free Inbound Calls

Per Minute	\$0.089 (I)	\$0.072 (I)	\$0.066 (I)
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Local Calls - Overage

Per Minute	\$0.050 (I)	\$0.050 (I)	\$0.050 (I)
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IntraLATA/Long Distance Calls - Overage

Per Minute	\$0.088 (I)	\$0.070 (I)	\$0.065 (I)
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Flat Rate Local PRI

Per Minute	\$0.050 (I)
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4. RATES AND CHARGES (Cont'd)

4.21 Broadspeed Integrated T1

<u>Non-Recurring Charges</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Per DS1 Facility:		
Installation	\$800.00	\$800.00
Service Order	\$40.00	\$40.00
Change Order	\$40.00	\$40.00
Missed Appointment Fee	\$99.00	\$99.00
Long Distance Account Codes - Per account	\$25.00	\$25.00
Per Block of 20 DIDs	\$11.00 (I)	\$11.00 (I)
<u>Monthly Recurring Charges:</u>		
DS1 facility:	\$0.00	\$0.00
Initial block of 20 numbers:	\$11.55 (I)	\$11.55 (I)
Each additional block of 20:	\$11.55 (I)	\$11.55 (I)
Monthly Mileage Charge		
- Fixed	\$54.45 (I)	\$54.45 (I)
- Per Mile	\$24.20 (I)	\$24.20 (I)
Equipment Rental	\$0.00	\$0.00
Caller ID With Name	\$100.00	\$100.00
Call Re-Direct	\$50.00	\$50.00
<u>Monthly Port Charges</u>		
256 Kbps	\$398.75 (I)	\$310.75 (I)
384 Kbps	\$420.75 (I)	\$332.75 (I)
512 Kbps	\$453.75 (I)	\$365.75 (I)
768 Kbps	\$508.75 (I)	\$420.75 (I)
1024 Kbps	\$552.75 (I)	\$464.75 (I)

4. RATES AND CHARGES (Cont'd)

4.21 Broadspeed Integrated T1 (Cont'd)

Monthly Recurring Charges: (Con'td)

	<u>Two Year Term</u>	<u>Three Year Term</u>
Analog Voice Channel, each	\$20.85 (I)	\$19.75 (I)
Digital Trunk, each	\$31.85 (I)	\$30.75 (I)
PRI Trunk, each	\$31.85 (I)	\$30.75 (I)
Flat-rate Analog Line, each	\$42.85 (I)	\$41.75 (I)
Flat-rate Digital Trunk, each	\$53.85 (I)	\$52.75 (I)
Flat-rate PRI Trunk, each	\$53.85 (I)	\$52.75 (I)
Toll Free Numbers, each	\$11.00 (I)	\$11.00 (I)

Per Minute Charges

Local Calls

- Per minute:	\$0.058 (I)	\$0.056 (I)
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IntraLATA/Long Distance Calls

- Per minute:	\$0.072 (I)	\$0.066 (I)
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Toll Free Inbound Calls

- Per minute:	\$0.072 (I)	\$0.066 (I)
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4. RATES AND CHARGES (Cont'd)

4.22 Broadspeed Voice Channel Bank

Non-Recurring Charges:

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Per DS1 Facility:			
Installation	\$800.00	\$800.00	\$800.00
Service Order	\$40.00	\$40.00	\$40.00
Change Order	\$40.00	\$40.00	\$40.00
Denied/Missed Site Survey Appointment, per Occurrence	\$99.00	\$99.00	\$99.00
Long Distance Acct. Codes, Per Account	\$25.00	\$25.00	\$25.00

Monthly Recurring Charges:

DS1 Facility (Includes eleven voice lines with Measured Calling Plan)	\$516.45 (I)	\$339.35 (I)	\$312.95 (I)
DS1 Facility - Mileage Charge, UNE Loops			
Fixed	\$54.45 (I)	\$54.45 (I)	\$54.45 (I)
Per Mile	\$6.05 (I)	\$6.05 (I)	\$6.05 (I)
DS1 Facility - Mileage Charge, Special Access Loops			
Fixed	\$54.45 (I)	\$54.45 (I)	\$54.45 (I)
Per Mile	\$24.20 (I)	\$24.20 (I)	\$24.20 (I)

4. RATES AND CHARGES (Cont'd)

4.22 Broadspeed Voice Channel Bank (Cont'd)

Monthly Recurring Charges: (Cont'd)

	<u>One Year</u> <u>Term</u>	<u>Two Year</u> <u>Term</u>	<u>Three Year</u> <u>Term</u>
10k Plan	\$176.00 (l)	\$154.00 (l)	\$137.50 (l)
25k Plan	\$467.50 (l)	\$423.50 (l)	\$412.50 (l)
100k Plan	\$1,122.00 (l)	\$1,006.50(l)	\$896.50 (l)
Additional Voice Lines \$17.00	\$24.20 (l)	\$24.20 (l)	\$20.90 (l)
Call Forward Busy Line	\$2.75 (l)	\$2.75 (l)	\$2.75 (l)
Call Forward Don't Answer	\$2.75 (l)	\$2.75 (l)	\$2.75 (l)
Ultra Call Forward	\$2.20 (l)	\$2.20 (l)	\$2.20 (l)
Speed Dial 8	\$2.20 (l)	\$2.20 (l)	\$2.20 (l)
Speed Dial 30	\$2.20 (l)	\$2.20 (l)	\$2.20 (l)
Caller ID	\$6.05 (l)	\$6.05 (l)	\$6.05 (l)
Call Waiting ID	\$7.70 (l)	\$7.70 (l)	\$7.70 (l)
Repeat Dial, per use	\$0.76 (l)	\$0.76 (l)	\$0.76 (l)
Call Return, per use	\$0.76 (l)	\$0.76 (l)	\$0.76 (l)
Call Trace, per use	\$0.76 (l)	\$0.76 (l)	\$0.76 (l)
Call ID Deluxe	\$8.25 (l)	\$8.25 (l)	\$8.25 (l)

4. RATES AND CHARGES (Cont'd)

4.22 Broadspeed Voice Channel Bank (Cont'd)

Monthly Recurring Charges: (Cont'd)

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Call Waiting ID Deluxe	\$9.00	\$9.00	\$9.00
Voice Mail, per mailbox	\$10.00	\$10.00	\$10.00
Feature Package 1	\$6.50	\$6.50	\$6.50
Feature Package 2	\$10.50	\$10.50	\$10.50
Call Forward	\$2.50	\$2.50	\$2.50
Remote Call Forward	\$14.80	\$14.80	\$14.80
Call Waiting	\$2.00	\$2.00	\$2.00
Three Way Calling	\$2.00	\$2.00	\$2.00

Per Minute Charges

Local Calls

Per Minute	\$0.053	\$0.050	\$0.048
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IntraLATA/Long Distance Calls

Per Minute	\$0.080	\$0.064	\$0.059
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Local/IntraLATA/Long Distance Calls - Overage

Per Minute	\$0.079	\$0.063	\$0.058
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4. RATES AND CHARGES (Cont'd)

4.23 Elite Unlimited Complete

Monthly Recurring Charges: (Cont'd)

<u>Term Commitment</u>	
<u>One Year</u>	<u>Two Year</u>
\$54.44 (I)	\$52.79 (I)

4. RATES AND CHARGES (Cont'd)

4.24 IntraLATA Private Line Service

Rates listed below are monthly recurring charges.

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>DS1</u>			
Local Distribution Channel			
- Channel Termination	\$797.27 (I)	\$664.17 (I)	\$597.62 (I)
- Fixed	\$59.90 (I)	\$59.90 (I)	\$59.90 (I)
- Per Mile	\$26.62 (I)	\$26.62 (I)	\$26.62 (I)
Interoffice Channel			
- Per Mile	\$26.62 (I)	26.62 (I)	26.62 (I)
	\$26.62 (I)	26.62 (I)	26.62 (I)
<u>DS3</u>			
Local Distribution Channel			
- Channel Termination	\$3,726.80 (I)	\$3,726.80 (I)	\$3,327.50 (I)
- Fixed	\$1,328.25 (I)	\$1,397.55 (I)	\$1,264.45 (I)
- Per Mile	\$239.58 (I)	\$239.58 (I)	\$212.96 (I)
Interoffice Channel			
- Per Mile	\$239.58 (I)	\$239.58 (I)	\$212.96 (I)

5. INTRALATA TOLL PRESUBSCRIPTION

5.1 General

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider (“ITP”) to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier’s other service(s).

An ITP must use Feature Group D (“FGD”) Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent (“LOI”) to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription Choice for New Users

New end users (including an existing customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.
3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

5.2.2 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.7.1.

5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.2 Presubscription Charge Application (Cont'd)

5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")

5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy
("Anti-Slamming Measure")

5.3.2 Verification of Orders for Telemarketing

No ITP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

1. The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
 - A. The customer's billing name and address and each telephone number to be covered by the PIC change order;
 - B. The decision to change the PIC to the ITP; and
 - C. The customer's understanding of the PIC change fee; or
2. The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or
3. An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy
("Anti-Slamming Measure") (Cont'd)

5.3.3 The Company will follow the Federal Communications Commission's and the Maryland Public Service Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

5.4 PIC Switchback Options

5.4.1 Customer denies requesting change of ITP.

When the Company is contacted by an end user who denies requesting a change in ITP primary IC, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge.

The ITP is in no way relieved of the FCC requirements for:

1. Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
2. Instituting steps to obtain verification of orders submitted to the Company. In addition, the end user has the option of initiating a complaint to the FCC or the Maryland Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Maryland Public Service Commission, 16th Floor, 6 St. Paul Street, Baltimore, MD 21202, or by calling toll free on 1-800-492-0474 or by calling the office of External Relations on 410-767-8028.

5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.4 PIC Switchback Options

5.4.2 Customer requests Switchback to Previous ITP PIC.

When the Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 5.7.2.

5.5 IntraLATA Preferred Carrier Freeze Selection

The Company will offer a preferred carrier freeze option to all customers on a nondiscriminatory basis regardless of the customer's carrier selection at no charge to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end users request a change in carrier.

End users may request a preferred carrier freeze on their IntraLATA toll service as a means of protection from unauthorized IntraLATA PIC changes. The Company will only accept preferred carriers freezes either orally or in writing from end users. The preferred carrier freeze will be offered on a per line basis.

The Federal Communications Commission and the Maryland Public Service Commission accepted the use of three-way calls to remove PIC freezes when the customer's IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for PIC changes of the Federal Communications Commission (e.g., independent 3rd party verification, written letter of agency from customer, electronic authorization) and the Maryland Public Service Commission. The carriers will impose and/or lift preferred carrier freeze request in accordance with Chapter 1 of Title 47 of the Code of Federal Regulation, Section 64.1190.

5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.5 IntraLATA Preferred Carrier Freeze Selection (Cont'd)

The customer owns the exclusive right to select the PIC freeze option on a per line basis, and may choose to unfreeze their PIC at any time in order to migrate from one carrier to another at any time. There is no reason a carrier may refuse to remove a PIC freeze from the line of a customer who has stated their intent to select a different carrier.

Marketing of PIC Freeze Option

The Company will not market the PIC freeze option to Customers within a 90-day period after implementation, i.e., 90 days following the Effective Date of this Pricing Guide. However, the freeze option is available during that period on Customer request.

5.6 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service.

5.7 Rates and Charges

5.7.1	Charge for ITP Carrier Change	\$5.00
5.7.2	Charge for Switchback Carrier Change	\$5.00