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Broadview Networks®

October 20, 2011

Arizona Corporation Commission
DOCKETED
OCT 21 2011
DOCKETED BY

Via Overnight Delivery

Ernest Johnson, Director
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Re: Broadview Networks, Inc. – Arizona Tariff No. 2

Dear Mr. Johnson:

Pursuant to the Order in Docket No. T-20565A-09-0563, Decision No. 72444, we are providing the original and thirteen (13) copies of the Broadview Networks, Inc. Arizona Tariff No. 2. This is the required compliance filing of the tariff as approved in the above-referenced Decision No. and replaces, in its entirety, the tariff submitted previously on October 3, 2011.

Broadview respectfully requests that the tariff be permitted to go into effect on November 20, 2011. Please feel free to contact me at (610) 755-4446 if there are any questions regarding this matter.

Respectfully submitted,

Jarrod Harper

Jarrod Harper
Manager, Regulatory and Compliance

Enclosures

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DOCKET CONTROL

SC01-0106

BROADVIEW NETWORKS, INC.

This Tariff applies to the Telecommunications Services furnished by Broadview Networks, Inc. ("Broadview" or the "Company") between one or more points within the Arizona. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected during normal business hours at the Company's principal place of business.

CHECK-SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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EXPLANATION OF SYMBOLS

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

(C) – to signify changed regulation.

(D) – to signify discontinued rate or regulation.

(I) – to signify increased rate.

(M) – to signify a move in the location of text.

(N) – to signify new rate or regulation.

(R) – to signify reduced rate.

(S) – to signify reissued matter.

(T) – to signify a change in text but no change in rate or regulation.

SECTION 1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

Company's services and facilities are furnished for communications originating at specified points within the State of Arizona under the terms of this tariff.

Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements.

1.2 AVAILABILITY

Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

All services are offered subject to the availability of facilities, whether they be facilities owned by the company or resold or leased from other carriers.

SECTION 2 - DEFINITIONS

Access Line: An arrangement from a local telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.

Commission: The Arizona Corporation Commission.

Communications Services: The Company's intrastate regulated telecommunications services.

Company: Broadview Networks, Inc., Broadview Networks or Broadview, the issuer of this tariff.

Customer: The person, firm or corporation that purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

Exchange: The geographical area that has been established to administer and furnish communications in that area.

Exchange Service: Service that involves furnishing central office line facilities to provide users with the ability to make calls within the local service calling area on a measured or unlimited use bases.

Foreign Exchange Service: Service in an exchange that is furnished from an exchange that does not normally serve that area.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

SECTION 2 - DEFINITIONS (Cont'd)

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruptions shall not include, and no allowance shall be given for service difficulties such as slow dialtone, circuits, busy or other network and/or switching capacity shortages. Nor shall interruption include the failure of service or facilities provided by a common carrier or other entity other than the Company. Any interruption allowance provided within this Tariff by the Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

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

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Message, Toll: A message between different local calling areas.

Message Toll Service (MTS): A service involving facilities for telecommunications between local service areas.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Primary Distribution Node: A location on the Company's switching network, designated by the Company as an aggregation and interconnection point.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

SECTION 2 - DEFINITIONS (Cont'd)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

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

Telecommunications: The transmission of voice communications or subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under a Broadview Networks tariff.

SECTION 3 - RULES AND REGULATIONS

3.1. Undertaking of the Company

3.1.1 General

a. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

b. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network.

c. The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

3.1.2 Shortage of Equipment or Facilities

a. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

b. The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

3.1.3 Terms and Conditions

a. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.3 Terms and Conditions (Cont'd)

b. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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

d. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

e. The tariffs of the Company shall be interpreted and governed by the laws of the Arizona without regard for its choice of laws provision.

3.1.4 Liability of the Company

a. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

SECTION 3 – RULES AND REGULATIONS (Cont'd)

3.1 Undertaking of the Company (Cont'd)

3.1.4 Liability of the Company (Cont'd)

b. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

c. The Company shall not be liable for any act or omission of any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.

d. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorate charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.4 Liability of the Company (Cont'd)

e. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

f. 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 IN ITS TARIFFS.

g. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

h. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

i. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

j. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Broadview Networks Service.

k. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.5 Notification of Service-Affecting Activities

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

3.1.6 Provision of Equipment and Facilities

a. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the tariffs of the Company.

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

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

d. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.6 Provision of Equipment and Facilities (Cont'd)

e. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer or User when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or User.

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

(1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

(2) the reception of signals by Customer-provided equipment.

3.1.7 Non-Routine Installation

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

3.1.8 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.9 Optional Rates and Information Provided to the Public.

Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

3.1.10 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

3.1.11 Governmental Authorizations

The provision of Broadview Service is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.2. Obligations of the Customer

3.2.1 General

The Customer shall be responsible for:

a. the payment of all applicable charges pursuant to the tariffs of the Company;

b. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

c. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

d. any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.1 General (Cont'd)

e. providing a safe place to work and 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 (e.g. friable asbestos) prior to any construction or installation work;

f. 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 or User premises or the rights-of-way for which Customer is responsible under subsection 2.l(d); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

g. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

h. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.2 Prohibited Uses

a. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

b. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.

c. A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in the tariffs of the Company will apply.

3.2.3 Claims

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

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

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

c. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.3. Customer Equipment

3.3.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

3.3.2 Station Equipment

a. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

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

c. Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.

d. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.3. Customer Equipment (Cont'd)

3.3.3 Interconnection of Facilities

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

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

c. Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

3.3.4 Tests, Adjustments and Inspections

a. Tests and Adjustments

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

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.3 Customer Equipment (Cont'd)

3.3.4 Tests, Adjustments and Inspections (Cont'd)

b. Inspections

1. Upon suitable 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 User is complying with the requirements set forth in subsection 3.2(b) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

3.3.5 Joint Use Arrangements

Joint use arrangements will be permitted for all services offered pursuant to this tariff. From each joint use arrangement, one member will be designated the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this Customer. Without affecting the Customer's ultimate responsibility for payment of all charges of the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.4 Payment Arrangements

3.4.1 Payment for Service

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

3.4.2 Billing and Collection of Charges

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

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

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

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

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

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.4 Payment Arrangements (Cont'd)

3.4.2 Billing and Collection of Charges (Cont'd)

f. With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of 1.5 %.

3.4.3 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and the first month's recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

A customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay Line Restoral charges.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.4 Payment Arrangements (Cont'd)

3.4.4 Deposits

a. To safeguard its interests, the Company may require a Business Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit shall not be in excess of one-half of the estimated average total monthly bill for all services, and in the case of seasonal service, in excess of one-half of the estimated charges for the service for the season involved.

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

c. After a Business Customer has paid bills for service for twenty-four (24) consecutive months without having had service denied or disconnected for non-payment, and without having had more than one (1) occasion on which a bill was delinquent, and provided that the customer's credit is not otherwise impaired, the Company shall refund the Customer's deposit, including accrued interest.

d. Deposits held will accrue simple interest at a rate prescribed by the appropriate Arizona agency.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.4 Payment Arrangements (Cont'd)

3.4.5 Discontinuance of Service

a. Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

b. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

c. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by ten days prior notice to the Customer, may discontinue or suspend service without incurring any liability.

d. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.

e. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

f. Upon the Company's discontinuance of service to the Customer under paragraphs (a) or (b) above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.4 Payment Arrangements (Cont'd)

3.4.6 Cancellation of Application for Service

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

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

c. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

d. The special charges described in paragraphs (a) through (c), above, will be calculated and applied on a case-by-case basis.

3.4.7 Changes in Service Requested

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

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.4 Payment Arrangements (Cont'd)

3.4.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

3.4.9 Disputed Bills

The Customer may dispute a bill by written notice, in person or by telephone. If the Customer is unable to resolve any dispute with the Company, then Customer may request information or assistance from the Arizona Corporation Commission.

The Company shall inform the Customer or applicant of the right to have the problem considered and reviewed by the Commission and shall provide the name, address and telephone number of the appropriate Commission Division as follows:

Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007
(800) 222-7000
or
(602) 542-4251

www.azcc.gov

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.5 Allowances for Service Interruptions

3.5.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the 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.

3.5.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its 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.

3.5.3 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.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.5 Allowances for Service Interruptions (Cont'd)

3.5.4 Credit allowances shall be calculated as follows:

a. Interruptions of 24 Hours or Less

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

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

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

b. If interruption continues for more than 24 hours:

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

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

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

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.5 Allowances for Service Interruptions (Cont'd)

3.5.5 No credit allowance will be made for:

a. interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;

b. 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;

c. 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;

d. 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;

e. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

f. 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

g. interruption of service due to circumstances or causes beyond the control of the Company;

h. interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.6 Classification of Customers

3.6.1 The determination as to whether telephone service should be classified as Business is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

a. Business rates apply at the following locations, among others:

(1) In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.

(2) In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.

(3) In any residence location where there is substantial business use of the service and the customer has no service elsewhere at business rates.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.7 Use of Customer's Service by Others

3.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services pursuant to the Company tariffs. From each joint use arrangement, one member will be designated to the customer responsible for the manner in which the joint use of the service will be allocated. Broadview Networks will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

3.7.2 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 7, preceding), Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 6, preceding. All costs, fees and expenses reasonably incurred in connection with reasonable expenses by the Company to establish services to a customer.

a) all Non-Recurring charges as specified in the Company's tariffs, plus

b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus

c) all Recurring Charges specified in the applicable Company Tariff for the balance of the then current term.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.9 Notices and Communications

3.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

3.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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

3.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.10 Application of Rates

3.10.1 Introduction

The regulations set forth in this Section govern the application of rates for services contained in the tariffs of the Company.

3.10.2 Rates 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:

a. 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.

b. 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).

c. 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.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.10 Application of Rates (Cont'd)

3.10.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

a. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

b. The airline distance between any two Rate Centers is determined as follows:

1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.

2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

3) Square each difference obtained in step (2) above.

4) Add the square of the "V" difference and the square of the difference obtained in step (3) above.

5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.11 Special Construction and Special Arrangements

3.11.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

a. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

b. of a type other than that which the Company would normally utilize in the furnishing of its services;

c. over a route other than that which the Company would normally utilize in the furnishing of its services;

d. in a quantity greater than that which the Company would normally construct;

e. on an expedited basis;

f. on a temporary basis until permanent facilities are available;

g. involving abnormal costs; or

h. in advance of its normal construction.

3.11.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.11 Special Construction and Special Arrangements (Cont'd)

3.11.3 Basis for Cost Computation

The costs referred to in 3.11.2 preceding may include one or more of the following items to the extent theft are applicable:

a. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

(1) equipment and materials provided or used,

(2) engineering, labor and supervision,

(3) transportation,

(4) rights of way, and

(5) any other item chargeable to the capital account;

b. annual charges including the following:

(1) cost of maintenance;

(2) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

(3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

(4) any other identifiable costs related to the facilities provided; and

(5) an amount for return and contingencies.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.11 Special Construction and Special Arrangements (Cont'd)

3.11.4 Termination Liability

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

a. The maximum termination liability is equal to the total cost of the special facility as determined under 3.11.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.

b. The maximum termination liability as determined in paragraph (a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

3.11.5 Term

The minimum term for any Broadview Networks Service shall not be less than one (1) month, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.12 Temporary Promotional Programs

The Company may, from time to time, offer services at reduced rates and/or charges or at no rate or charge for promotional, market research, training or experimental purposes. The promotional offering may be limited as to its duration, the dates and times of the offering, the customers eligible to receive the offering and the locations within its service territory where the offering is made.

3.13 911 Emergency Service

3.13.1 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.

3.13.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.

3.13.3 Upon the Company's transmittal of a Customer's 911 Service record, including The Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's Street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 service calls to the proper Public Safety Answering Point.

3.13.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point."

SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.14 IntraLATA/InterLATA Toll Presubscription

3.14.1 General

IntraLATA/InterLATA toll presubscription is a procedure whereby a Customer may select and designate an IntraLATA and/or InterLATA Toll Provider ("ITP") to access IntraLATA and/or InterLATA toll calls in Arizona 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 Customer preferred IntraLATA/InterLATA toll provider.

Selection of an ITP by a Customer is subject to the terms and conditions in Section 3.14.2.

3.14.2 Presubscription Charge Application

a. Initial Free Presubscription Choice for Customers

New customers (including an existing customer who orders an additional line) who subscribe to local service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon either an IntraLATA and/or an InterLATA toll carrier at the time, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA and/or InterLATA toll calls until such time as the customer has notified the Company that it has selected a primary ITP.

Initial free selections available to Customers 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.

SECTION 4 - DESCRIPTION OF SERVICES

4.1 Basic Local Exchange Service

4.1.1 Service Areas and Local Calling Areas

Broadview Networks, Inc.'s exchange area and local calling areas are identical to those defined in the tariffs of Qwest, 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.

4.2 Service Offerings

The following Company Services in this section are for business and residential Customers.

All services offered in this tariff 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.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.3 Standard Access Line

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:

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

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.

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 5.

4.3.1 Residential Flat Rate Service

Residential Flat Rate Service includes a standard access line, i.e., an ordinary telephone line which allows both outbound and inbound calls. Residential Flat Rate Service rate includes all local outbound direct-dialed calls within the local calling area. The Customer may make unlimited outbound direct-dialed calls within the local calling area. In addition, the Customer may receive unlimited inbound calls.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.3 Standard Access Line (Cont'd)

4.3.2 Residential Message Rate Service

Residential Message Rate Service includes a standard access line; i.e., an ordinary telephone line which allows outbound and inbound calls. Message rate service includes 75 outbound direct-dialed local calls to be made by the Customer during the month. Any outbound direct-dialed calls placed by the Customer during the month (exclusive of emergency services calls, for which the Customer will not be charged and which will not be counted against the Customer's 75 allowed monthly calls) in excess of the 75 local call allowance, will be charged to the Customer at the Maximum rate of $0.60 per outbound direct-dialed local call. In addition, the Customer may receive unlimited inbound calls.

4.3.3 Business Flat Rate Service

Business Flat Rate Service includes a standard access line, i.e., an ordinary telephone line which allows both outbound and inbound calls. Business Flat Rate service rate includes all local outbound direct-dialed calls within the local calling area. The Customer may make unlimited outbound direct-dialed calls within the local calling area. In addition, the Customer may receive unlimited inbound calls.

4.4 Directory Assistance

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.

Directory Assistance Call Completion: for an additional charge, following provision of the requested telephone number, the Directory Assistance operator will complete the Customer's call to the requested number.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.5 Operator Service

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

Collect Calling: A collect call is a telephone call where the call recipient pays for the call. The person who initiates the call requests that call be made as a collect call. Collect calls usually require the obtaining of authorization from the call recipient to accept the charges.

Person-to-Person: Allows a Customer to complete a call to a specific individual at an identified telephone number.

Operator Station-to-Station: At the request of the Customer, the Directory Assistance Operator will complete the call from the telephone number where the call was originated by the Customer to the terminating telephone number rather than to a specific individual at that terminated telephone number.

Mechanized Station-to-Station: Allows a Customer to mechanically direct the completion of a telephone call to a telephone number provided via electronic means; no intervention by a live operator is required.

Third Party Calls: Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

4.6 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, furnished to the extent facilities permit, provides the customer with the following options:

Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Busy Line Verification and Interrupt: The operator will interrupt the call on the called line only if the calling party indicates and emergency and requests interruption.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.7 Optional Calling Features

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.

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.

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.

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.

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.

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.

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.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.7 Optional Calling Features (Cont'd)

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.

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.

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.

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.

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.

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.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.7 Optional Calling Features (Cont'd)

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.

Caller ID with Name: The Customer may view on a display unit the telephone number and name of incoming telephone calls.

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.

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.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.8 Blocking Features

Blocking features allows the Customer the ability to prevent their telephone number and name from being transmitted to called parties. Activation of a blocking feature will also prevent call completion through the use of the Call return feature.

Per-Call Blocking: By inputting a special code prior to dialing a telephone number, the Customer may block the transmission of their telephone number and name for that call only. There is no charge for using this per-call blocking feature and it is provided on an unlimited use basis.

Line Blocking: This feature will prevent the transmission of the Customer's telephone number and name on all outgoing calls, except to 911. This feature can be deactivated on a per-call basis by dialing a special code prior to dialing a telephone number. Adding this feature to a Customer's line requires a service order.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.9 Directory Listings

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.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, 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.

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.

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.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.9 Directory Listings (Cont'd)

The following types of listings will be made available:

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.

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.

Non-Published: Listings that are not printed in directories nor 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.

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.

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 tariff published by the specific exchange carrier providing the Foreign Listing.

Alternate Call: This listing, where available, references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

Reference: A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone number.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.10 Personalized Telephone Number

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.

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.

A Nonrecurring charge applies per Personalized Telephone Number.

4.11 Calling Card Services

The Company's Calling Card Services are offered to Customers of its local exchange and long distance services.

In addition to a per call surcharge, there is an 18 second minimum charge per Calling Card call. Each is rounded up to the next six second increment after the initial 18 seconds.

The Company's Calling Card Services are accessed by dialing a toll-free number and entering the Calling Card Number (area code, phone number, and PIN).

No discounts apply to Calling Card Services.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.12 Maintenance Visit Charges

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 the trouble is found to be caused by the Customer's facilities.

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.

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.

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.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.13 Broadspeed PRI

a. Description

Broadspeed PRI is a local exchange access service that provides direct digital connections via 1.544 facitlity between customers with ISDN-PRI compatible Customer Premises Equipment (CPE) and ISDN-PRI equipped switches.

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.

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. All Customers agree to meet and will be billed a minimum of $150.00 in monthly calling volumes, including local service, intraLATA toll, interstate and international long distance calling for each Broadspeed PRI service.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.13 Broadspeed PRI (Cont'd)

b. Features

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.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.13 Broadspeed PRI (Cont'd)

c. Non-Recurring Charges

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 the Company's readiness to schedule service turn up.

Service Order: A non-recurring Service Order charge is applicable for each Broadspeed PRI facility.

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.

d. Monthly Recurring Charges

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 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).

Broadspeed PRI service is subject to monthly recurring charges based on the calling plan selected. Total monthly recurring charges for these services varies based on the calling plan chosen.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.13 Broadspeed PRI (Cont'd)

d. Monthly Recurring Charges (Cont'd)

Subscribers must select one of the following calling plan options shown below.

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: Measured Plan with a 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.

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.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.13 Broadspeed PRI (Cont'd)

e. Local Calls

Broadspeed PRI provides local calling service. Local usage is non-time-of-day sensitive and is billed on per minute basis.

The Company concurs with the local exchange and service areas defined by the incumbent local exchange areas.

f. IntraLATA Toll Calls

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.

g. Long Distance Calls

Broadspeed PRI provides intrastate and interstate long distance calling service. Long distance usage is non-time-of-day sensitive. Usage is billed in initial thirty (30) second increments with six (6) second increments billed thereafter.

SECTION 5 - RATES & CHARGES

5.1 Standard Access Line Rates

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

5.1.1 Residential

Monthly Recurring Charges

	Maximum Rates
Flat Rate Service	
Individual Line, each	$30.00
Message Rate Service (Includes 75 Local Message Units)	
Individual Line, each	$25.50
Additional Local Message Units	$0.60

SECTION 5 - RATES & CHARGES (Cont'd)

5.1 Standard Access Line Rates (cont'd)

5.1.1 Residential (Cont'd)

Non-Recurring Charges

	Maximum Rates
Line Connection (per line)	$60.00
Move, change or add service/equipment	$60.00
Record type change only	$30.00
Change of Telephone Number	$30.00
Presubscription Change (changes, per line)	$5.50
Line Restoral	$79.00
Toll Service Restoral	$79.00

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	$26.00
Voluntary Toll restriction Re-activation	$15.00

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

Reactivation of 900 Blocking Option	$25.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.1 Standard Access Line Rates (Cont'd)

5.1.2 Business

Monthly Recurring Charges

Flat Rate Service

	Maximum Rates
Individual Line, each	$91.20

SECTION 5 - RATES & CHARGES (Cont'd)

5.1 Standard Access Line Rates (Cont'd)

5.1.2 Business (Cont'd)

Non-Recurring Charges

	Maximum Rates
Line Connection (per line)	$120.00
Move, change or add service/equipment	$120.00
Record type change only	$30.00
Change of Telephone Number	$30.00
Transfer of Billing Name	$30.00
Presubscription Change (changes, per line)	$5.50
Line Restoral	$79.00
Toll Service Restoral	$79.00

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	$35.50
Voluntary Toll restriction Re-activation	$40.00

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

Reactivation of 900 Blocking Option	$100.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.2 Optional Calling Features Rates

Monthly Charges	Maximum Rates Residence	Maximum Rates Business
Anonymous Call Rejection	$4.25	$4.00
Call Block	$5.20	$6.50
Per Line Blocking	$2.00	$3.00
Call Forwarding – Busy Line	$1.85	$3.00
Call Forwarding – Busy Line/Don't Answer	$0.80	$4.00
Call Forwarding – Variable	$5.65	$8.00
Call Waiting	$7.25	$9.00
Distinctive Ring	$7.00	$10.00
Call Return - Unlimited	$6.00	$6.25
Call Return - Per use	$1.75	$1.75
Speed Dial		
8	$5.00	$7.00
30	$7.00	$12.00
3-Way Calling	$9.00	$10.00
3-Way Calling – Per Use	$1.75	$1.75
Call Trace – Per Use	$2.00	$2.00
Remote Call Forwarding	$20.35	$26.80
Caller ID	$10.00	$16.25
Caller ID with Name	$12.00	$25.75
Priority Call	$4.20	$4.50
Busy Number Redial – Per use	$1.75	$1.75
Busy Number Redial – Unlimited	$3.25	$3.50
Select Call Forward	$5.25	$5.50
Ultra Forward	$6.25	$8.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.3 Blocking Services

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

Line Blocking Feature Removal

	Maximum Rates	
	Residence	Business
Non-recurring, per event	$20.00	$20.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.4 Directory Assistance Rates

A customer may obtain Directory Assistance in determining telephone numbers within or outside their local calling area by calling the DA operator at the following rate:

	Maximum Rates	
	Residence	Business
Directory Assistance:	$2.50 per call	$2.50 per call

Customers are eligible to place one (1) call to Directory Assistance per line per month at no additional charge.

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

	Maximum Rates	
	Residence	Business
DA Call Completion:	$1.51 per call	$1.51 per call

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.

	Maximum Rates	
	Residence	Business
National Directory Assistance:	$2.50 per call	$2.50 per call

5.5 Operator Services Rates

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

	Maximum Rates	
	Residence	Business
Person to Person	$12.00	$12.00
Operator Station to Station, Collect, Bill to Third	$7.60	$7.60
Mechanized Station to Station	$4.60	$4.60

SECTION 5 - RATES & CHARGES (Cont'd)

5.6 Busy Line Verification and Interrupt Service Rates

	Maximum Rates	
	Residence	Business
Busy Line Verification, each request	$6.00	$6.00
Busy Line Verification with Interrupt, each request	$12.00	$12.00

5.7 Directory Listings

Monthly Recurring	Residence	Business
Additional Listing	$3.75	$7.50
Non-Published	$2.02	$4.65
Non-Listed	$1.54	$3.60

5.8 Personalized Phone Number	Residence	Business
Nonrecurring	$29.00	$120.00

5.9 Calling Card	Residence	Business
Paystation surcharge, per call	$4.00	$4.00
Per Minute, per call	$1.25	$1.25

5.10 Maintenance Visits Maximum Rates

Normal Business Hours (Monday-Friday 8:00 am – 5:00 pm)
$200.00 per hour. Customer billed minimum of one hour and half hour increments thereafter. Charges are per technician, plus materials.

Outside Normal Business Hours
$200.00 per hour. Customer billed minimum of one hour and half hour increments thereafter. Charges are per technician, plus materials.

Dispatch Charge

Per Occurrence - $200.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.11 Business Calling Plans

5.11.1 Broadspeed PRI

	Maximum Rates		
	One Year Term	Two Year Term	Three Year Term
Non-Recurring Charges:			
Per PRI:			
Installation	$1,000.00	$1,000.00	$1,000.00
Service Order	$100.00	$100.00	$100.00
Change Order	$100.00	$100.00	$100.00
Denied/Missed Site Survey			
Appointment, per Occurrence	$150.00	$150.00	$150.00
Long Distance Account			
Codes, per Acct	$50.00	$50.00	$50.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.11 Business Calling Plans (Cont'd)

5.11.1 Broadspeed PRI (Cont'd)

	Maximum Rates		
	One Year Term	Two Year Term	Three Year Term
Monthly Recurring Charges (includes port, facility, trunks and 1st 20 DIDs):			
Per PRI Facility	$1,200.00	$1,200.00	$1,200.00
PRI Facility - Mileage Charge			
- Fixed	$100.00	$100.00	$100.00
- Per Mile	$75.00	$75.00	$75.00
Toll Free Numbers, each	$50.00	$50.00	$50.00
Initial block of 20 numbers	$0.00	$0.00	$0.00
Each Add'l block of 20 numbers	$25.00	$25.00	$25.00
Caller ID With Name	$250.00	$250.00	$250.00
Call Re-Direct	$100.00	$100.00	$100.00
Measured Plan	$35.00	$35.00	$35.00
10k Plan	$300.00	$300.00	$300.00
25k Plan	$900.00	$900.00	$900.00
50k Plan	$1,500.00	$1,500.00	$1,500.00
100k Plan	$2,000.00	$2,000.00	$2,000.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.11 Business Calling Plans (Cont'd)

5.11.1 Broadspeed PRI (Cont'd)

	Maximum Rates		
	One Year Term	Two Year Term	Three Year Term
Per Minute Charges			
Local Calls			
Per Minute	$0.050	$0.050	$0.050
IntraLATA/Long Distance Calls			
Per Minute	$0.100	$0.100	$0.100
Toll Free Inbound Calls			
Per Minute	$0.100	$0.100	$0.100
Local Calls - Overage			
Per Minute	$0.075	$0.075	$0.075
IntraLATA/Long Distance Calls - Overage			
Per Minute	$0.100	$0.100	$0.100

SECTION 6 - SPECIAL SERVICES AND PROGRAMS

6.1 Arizona Universal Service Fund (AUSF)

In addition to all other taxes and fees that are listed herein or passed through in the normal course of business, the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF). Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14-2, Article 12, the AUSF surcharge will be levied on all telecommunications service purchased by end-users. The AUSF surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Commission.

SECTION 7 – SPECIAL ARRANGEMENTS

7.1 Special Construction

7.1.1 Basis for Charges

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

a. nonrecurring charges;
b. recurring charges;
c. termination liabilities; or
d. combinations of 1), 2), and 3).

7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

1) equipment and materials provided or used;
2) engineering, labor, and supervision;
3) transportation; and
4) rights of way and/or any required easements.

b. Cost of maintenance.

c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful Service life of the facilities with an appropriate allowance for the estimated net salvage.

SECTION 7 – SPECIAL ARRANGEMENTS (Cont'd)

7.1 Special Construction (Cont'd)

7.1.2 Basis for Cost Computation (Cont'd)

d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.

e. License preparation, processing, and related fees.

f. Tariff preparation, processing and related fees.

g. Any other identifiable costs related to the facilities provided; or

h. An amount for return and contingencies.

7.1.3 Termination Liability

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

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

SECTION 7 – SPECIAL ARRANGEMENTS (Cont'd)

7.1 Special Construction (Cont'd)

7.1.3 Termination Liability (Cont'd)

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

a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

1) equipment and materials provided or used;

2) engineering, labor, and supervision;

3) transportation; and

4) rights of way and/or any required easements;

5) license preparation, processing, and related fees;

6) tariff preparation, processing and related fees;

7) cost of removal and restoration, where appropriate; and

8) any other identifiable costs related to the specially constructed or rearranged facilities.

9) the termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.2.c. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.2.c. preceding shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

SECTION 7 – SPECIAL ARRANGEMENTS (Cont'd)

7.2 Non-routine Installation and/or Maintenance

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

7.3 Individual Case Basis (ICB) Arrangements

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

SECTION 8 – PROMOTIONAL OFFERINGS

8.1 Reserved For Future Use

SECTION 5 - RATES & CHARGES

5.1 Standard Access Line Rates

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

5.1.1 Residential

Monthly Recurring Charges

Flat Rate Service

Individual Line, each	$10.40

Message Rate Service (Includes 75 Local Message Units)

Individual Line, each	$8.50
Additional Local Message Units	$0.20

SECTION 5 - RATES & CHARGES (Cont'd)

5.1 Standard Access Line Rates (cont'd)

5.1.1 Residential (Cont'd)

Non-Recurring Charges

Line Connection (per line)	$60.00
Move, change or add service/equipment	$60.00
Record type change only	$30.00
Change of Telephone Number	$30.00
Presubscription Change (changes, per line)	$5.50
Line Restoral	$79.00
Toll Service Restoral	$79.00

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	$26.00
Voluntary Toll restriction Re-activation	$15.00

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

Reactivation of 900 Blocking Option	$25.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.1 Standard Access Line Rates (Cont'd)

5.1.2 Business

Monthly Recurring Charges

Flat Rate Service

	Monthly
Individual Line, each	$30.40

SECTION 5 - RATES & CHARGES (Cont'd)

5.1 Standard Access Line Rates (Cont'd)

5.1.2 Business (Cont'd)

Non-Recurring Charges

Line Connection (per line)	$120.00
Move, change or add service/equipment	$120.00
Record type change only	$30.00
Change of Telephone Number	$30.00
Transfer of Billing Name	$30.00
Presubscription Change (changes, per line)	$5.50
Line Restoral	$79.00
Toll Service Restoral	$79.00

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	$35.50
Voluntary Toll restriction Re-activation	$40.00

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

Reactivation of 900 Blocking Option	$100.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.2 Optional Calling Features Rates

Monthly Charges	Residence	Business
Anonymous Call Rejection	$4.25	$4.00
Call Block	$5.20	$6.50
Per Line Blocking	$2.00	$3.00
Call Forwarding – Busy Line	$1.85	$3.00
Call Forwarding – Busy Line/Don't Answer	$0.80	$4.00
Call Forwarding – Variable	$5.65	$8.00
Call Waiting	$7.25	$9.00
Distinctive Ring	$7.00	$10.00
Call Return - Unlimited	$6.00	$6.25
Call Return - Per use	$1.75	$1.75
Speed Dial		
8	$5.00	$7.00
30	$7.00	$12.00
3-Way Calling	$9.00	$10.00
3-Way Calling – Per Use	$1.75	$1.75
Call Trace – Per Use	$2.00	$2.00
Remote Call Forwarding	$20.35	$26.80
Caller ID	$10.00	$16.25
Caller ID with Name	$12.00	$25.75
Priority Call	$4.20	$4.50
Busy Number Redial – Per use	$1.75	$1.75
Busy Number Redial – Unlimited	$3.25	$3.50
Select Call Forward	$5.25	$5.50
Ultra Forward	$6.25	$8.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.3 Blocking Services

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:

Line Blocking Deactivation

	Residence	Business
Non-recurring, per event	$10.00	$10.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.4 Directory Assistance Rates

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

	Residence	Business
Directory Assistance:	$1.99 per call	$1.99 per call

Residential customers are eligible to place one (1) call to Directory Assistance per line per month at no additional charge.

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

	Residence	Business
DA Call Completion:	$0.75 per call	$0.75 per call

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.

	Residence	Business
National Directory Assistance:	$1.99 per call	$1.99 per call

5.5 Operator Services Rates

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

	Residence	Business
Collect Calling	$2.30	$2.30
Person to Person	$6.00	$6.00
Operator Station to Station	$3.80	$3.80
Mechanized Station to Station	$2.30	$2.30

5.6 Busy Line Verification and Interrupt Service Rates

	Residence	Business
Busy Line Verification, each request	$3.00	$3.00
Busy Line Verification with Interrupt, each request	$6.00	$6.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.7 Directory Listings

Monthly Recurring	Residence	Business
Additional Listing	$2.17	$4.75
Non-Published	$1.02	$2.35
Non-Listed	$0.55	$1.85

5.8 Personalized Phone Number

	Residence	Business
Nonrecurring	$25.00	$100.00

5.9 Calling Card

	Residence	Business
Paystation surcharge, per call	$2.00	$2.00
Per Minute, per call	$0.25	$0.25

5.10 Maintenance Visits

Normal Business Hours (Monday-Friday 8:00 am – 5:00 pm)
$150.00 per hour. Customer billed minimum of one hour and half hour increments thereafter. Charges are per technician, plus materials.

Outside Normal Business Hours
$150.00 per hour. Customer billed minimum of one hour and half hour increments thereafter. Charges are per technician, plus materials.

Dispatch Charge

Per Occurrence - $149.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.11 Business Calling Plans

5.11.1 Broadspeed PRI

	One Year Term	Two Year Term	Three Year Term
Non-Recurring Charges:			
Per PRI:			
Installation	$850.00	$850.00	$850.00
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 Account			
Codes, per Acct	$25.00	$25.00	$25.00

SECTION 5 - RATES & CHARGES (Cont'd)

5.11 Business Calling Plans (Cont'd)

5.11.1 Broadspeed PRI (Cont'd)

	One Year Term	Two Year Term	Three Year Term
Monthly Recurring Charges (includes port, facility, trunks and 1st 20 DIDs):			
Per PRI Facility	$1,103.30	$763.30	$678.30
PRI Facility - Mileage Charge			
- Fixed	$76.50	$76.50	$76.50
- Per Mile	$34.00	$34.00	$34.00
Toll Free Numbers, each	$17.00	$17.00	$17.00
Initial block of 20 numbers	$0.00	$0.00	$0.00
Each Add'l block of 20 numbers	$8.50	$8.50	$8.50
Caller ID With Name	$170.00	$170.00	$170.00
Call Re-Direct	$85.00	$85.00	$85.00
Measured Plan	$35.00	$35.00	$35.00
10k Plan	$272.00	$238.00	$212.50
25k Plan	$722.50	$654.50	$637.50
50k Plan	$1,392.50	$1,152.50	$1,042.50
100k Plan	$1,734.00	$1,555.50	$1,385.50

SECTION 5 - RATES & CHARGES (Cont'd)

5.11 Business Calling Plans (Cont'd)

5.11.1 Broadspeed PRI (Cont'd)

	One Year Term	Two Year Term	Three Year Term
Per Minute Charges			
Local Calls			
Per Minute	$0.037	$0.031	$0.027
IntraLATA/Long Distance Calls			
Per Minute	$0.080	$0.053	$0.044
Toll Free Inbound Calls			
Per Minute	$0.080	$0.053	$0.044
Local Calls - Overage			
Per Minute	$0.045	$0.029	$0.024
IntraLATA/Long Distance Calls - Overage			
Per Minute	$0.078	$0.051	$0.043