

**DOMESTIC INTERSTATE ACCESS SERVICES**

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REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO DOMESTIC  
INTERSTATE TELECOMMUNICATIONS SERVICES FURNISHED BY  
**BROADVIEW NETWORKS, INC.**  
BETWEEN POINTS IN THE UNITED STATES AS SPECIFIED HEREIN.

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Issued: January 10, 2001

Effective Date: January 11, 2001

Issued By: Ana Bataille, Manager – Regulatory Affairs  
Broadview Networks, Inc.  
59 Maiden Lane, 27<sup>th</sup> Floor  
New York, NY 10038

**DOMESTIC INTERSTATE ACCESS SERVICES**CHECK SHEET

The Title Page and pages 1 through 58 inclusive, of this tariff are effective as of the date shown.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title Page	Original	30.3	2 <sup>nd</sup>	55	3 <sup>rd</sup>
<b>1</b>	<b>46<sup>th</sup> *</b>	30.4	1 <sup>st</sup>	56	3 <sup>rd</sup>
2	1 <sup>st</sup>	30.5	1 <sup>st</sup>	57	6 <sup>th</sup>
3	1 <sup>st</sup>	30.6	5 <sup>th</sup>	<b>58</b>	<b>16<sup>th</sup> *</b>
4	1 <sup>st</sup>	30.7	1 <sup>st</sup>	<b>59</b>	<b>Original *</b>
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25.1	2 <sup>nd</sup>	48	1 <sup>st</sup> Revised		
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27	Original	51	1 <sup>st</sup>		
28	Original	52	1 <sup>st</sup>		
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\*Indicates a new or revised page.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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Broadview Networks, Inc.  
2100 Renaissance Blvd  
King of Prussia, PA 19406

**DOMESTIC INTERSTATE ACCESS SERVICES**

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CONCURRING CARRIERS

Broadview NP Acquisition Corp.

(N)

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

EXPLANATION OF SYMBOLS

- C To signify a changed regulation
- D To signify a discontinued rate or regulation
- I To signify a rate increase
- M To signify a matter moved or relocated without change
- N To signify a new rate or regulation
- R To signify a reduction
- S To signify a reissued matter
- T To signify a change in text but no change in rate or regulation
- Z To signify a correction

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Broadview Networks, Inc.  
400 Horsham Road  
Horsham, PA 19044

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of domestic interstate access services by Broadview Networks, Inc. (hereinafter referred to as the Company). The Company shall provide access services in Alabama, Arizona, Arkansas, California, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, Wisconsin and West Virginia. Service is furnished subject to transmission, atmospheric and like conditions.

(C)

The access services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**DEFINITIONS**

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

**ACCESS MINUTES** - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

**ACCESS TANDEM** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**ANSWER SUPERVISION** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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

**CARRIER OR COMMON CARRIER** - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

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

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

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

**COMPANY** - Broadview Networks, Inc.

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

**CUSTOMER DESIGNATED PREMISES** - The premises specified by the Customer for termination of Access Services.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

DEFINITIONS (Cont'd)

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

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

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

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

DEFINITIONS (Cont'd)

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

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

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

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

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

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

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

DEFINITIONS (Cont'd)

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

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

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

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

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## DOMESTIC INTERSTATE ACCESS SERVICES

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### SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

2.1.1 The Company undertakes to provide telecommunications services to Customers for their lawful direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this tariff.

2.1.2 All service is subject to the availability of necessary and suitable facilities and to the provisions of this tariff. The Company or its designee 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

2.1.3 The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.1.4 Reserved for Future Use

2.1.5 The Company shall not be responsible for any installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner.

2.1.6 Customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company. The Company assumes no liability with respect to the operation or maintenance of such equipment.

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## DOMESTIC INTERSTATE ACCESS SERVICES

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### SECTION 2 - RULES AND REGULATIONS (Cont'd)

#### 2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities and the provisions of this tariff.

2.2.2 The Company reserves the right to disconnect service immediately without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including rules, regulations and policies of the Federal Communications Commission.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

#### 2.3 Use of Service

2.3.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.3.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.3.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.3 Use of Service (Cont'd)

2.3.4 Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.3.5 Service may be used for any lawful purpose by the Customer or by any End User.

2.3.6 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.3.7 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.4 Liabilities of the Company

2.4.1 Except as stated in this Section 2.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.

2.4.2 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

## 2.4 Liabilities of the Company (Cont'd)

- 2.4.3 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring, or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.4 Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.5 The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.4 Liabilities of the Company, (Cont'd)

2.4.6 Company shall be indemnified and held harmless by the Customer against:

a. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and

b. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and

c. All other claims arising out of any act or omission of the Customer in any service provided by Company.

2.4.7 The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. If notice of a dispute concerning the charges is not received, in writing, within thirty (30) calendar days after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer.

2.5 Obligations of the Customer

2.5.1 The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

2.5.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.5.3 The Customer will be liable for damages to the facilities of the Company caused by the negligence or willful acts of any officers, employees, agents or contractors of the Customer.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.5 Obligations of the Customer (Cont'd)

2.5.4 The Company may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company owned facilities. The Company may temporarily suspend service without liability, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.

2.5.5 The Company may take such action as necessary to protect its operations and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations and personnel from harm. The Company will upon request twenty-four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5.6 The Customer is responsible for prompt payment of all charges for services rendered by the Company.

2.5.7 The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.6. Interruption of Service

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and/or is not in the wiring or equipment connected to the terminal of the Company.

2.7 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.8 Deposits

2.8.1 Broadview may perform a credit history review and/or credit reference check on any applicant whose credit eligibility is questionable based on factual information available at the time of service application.

2.8.2 Any applicant whose credit has not otherwise been duly established as provided in Section 2.8.1 hereof may be required to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held in the event that the conditions of service or basis on which credit was originally established have materially changed.

2.8.3 The amount of any deposit shall not exceed the estimated charges for three months service or, in the case of seasonal service, one-half of the estimated charge for the season involved.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

- 2.8.4 A deposit will be returned:
- a. When an application for service has been canceled prior to the establishment of service, the deposit will be applied to any charges applicable in accordance with this Tariff and the excess portion of the deposit will be returned.
  - b. Upon discontinuance of service, the Company will refund the Customer's Deposit or the balance in excess of unpaid bills.
  - c. After one (1) year of service, provided that the Customer has not been delinquent on any payment due during such one (1) year period.
- 2.8.5 The Company will pay interest on deposits pursuant to the rules and regulations on a state by state basis.
- 2.9 Payments and Billing
- 2.9.1 Service is provided and billed on a monthly basis. Unless otherwise agreed, the minimum service period is one month (30 days), although Customer's initial and/or final bill may be for a greater or lesser period for administrative reasons. Service continues to be provided until canceled by Customer in accordance with the provisions of this tariff.
- 2.9.2 The Customer is responsible for the payment of all charges for services furnished by the Company.
- 2.9.3 Bills are due and payable upon receipt and past due thirty (30) days after issuance. Past due amounts are subject to late charges which shall be assessed at a rate not to exceed eighteen percent (18%) per year.
- 2.9.4 An additional charge will be assessed for any Customer check returned as non-payable. Such charge shall not exceed thirty dollars (\$25.00) per check returned.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.10 Cancellation by Customer

2.10.1 If the Customer has ordered service requiring special facilities dedicated to the Customer's use and then cancels the order before completion of the minimum service period or some other period mutually agreed with the Customer, the Customer shall be liable for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by Company.

2.11 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.12 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.13 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.14 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

2.15 Without incurring liability, and upon reasonable notice to Customer, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

2.15.1 For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due; or

2.15.2 For violation of any of the provisions of this tariff; or

2.15.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or

2.15.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.16 Taxes

Customers shall be responsible for any applicable taxes.

2.17 Transfer or Assignment

The Company's interstate services may not be transferred or assigned to a new Customer without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

## 2.18 Mileage Measurements

Each rate center or POP has a unique set of assigned vertical and horizontal (V&H) coordinates which are used by the underlying carrier for calculating mileage.

## 2.19 Jurisdictional Reports

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

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

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

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.20 Automatic Number Identification

2.20.1 General

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

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

2.20.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.20 Automatic Number Identification (Cont'd)

2.20.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.20 Automatic Number Identification (Cont'd)

2.20.3 Regulations (cont'd)

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- f. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- g. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.20 Automatic Number Identification (Cont'd)

2.20.3 Regulations (cont'd)

- g. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.20.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Code of Federal Regulations.

2.21 Determination Of Mileage

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

2.22 Meet Point Billing

Meet Point Billing is when a Customer is required to use Broadview Networks and another telephone company in order to originate and terminate traffic to end users. For Meet Point Billing, Broadview Networks will use the rates charged by the incumbent local exchange company.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE**

3.1 General

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

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

3.2 Rate Categories

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

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

3.2.1 Local Switching

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

Common Switching, which provides the local end office switching functions and optional features.

Shared End Office Trunk Port minutes-of-use rate provides for the use of the shared end office trunk ports for termination of common transport trunk, and/or FGA access minutes at an end office.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.2 Rate Categories (Cont'd)

3.2.1 Local Switching (Cont'd)

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

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

3.2.2 Local Transport

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

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

Local Transport is provided as Tandem Switched Transport.

(N)

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.2 Rate Categories (Cont'd)

3.2.2 Local Transport (Cont'd)

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

a. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

b. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

(M)

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**DOMESTIC INTERSTATE ACCESS SERVICES**

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.2 Rate Categories (Cont'd)

3.2.2 Local Transport (Cont'd)

Tandem Switched Transport

Tandem Switched Transport provides the transmission facilities from the end office to the tandem utilizing tandem switching functions. Tandem Switched Transport consists of circuits used in common by multiple customers from the access tandem to an end office. The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the end office and the tandem using the V&H coordinates method. The Tandem Switching rate provides for tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate. The Dedicated Tandem Trunk Port is a monthly per port rate that provides a port for each dedicated trunk terminating on the serving wire center side of the access tandem. The Transport Multiplexing rate provides for the use of common DS3 to DS1 multiplexers in the end office side of the access tandem for traffic that is switched at an access tandem.

“3<sup>rd</sup> Party Switched Transport rates apply to terminating traffic that traverses a tandem switch that is not owned by the Company (the terminating carrier) or its affiliates. “End Office” Switched Transport rates apply to terminating traffic that traverses a tandem switch owned by the Company (the terminating carrier) or its affiliate.

(N)  
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(N)

3.2.3 Tandem Switching

Tandem Switching provides for the use of access tandem switching equipment. The Tandem Switching rate is assessed on a per minute basis and is applicable to all Switched Access Service minutes of use utilizing an access tandem.

3.2.4 Tandem Multiplexing

The Tandem Multiplexing rates provides for the use of common DS3 to DS1 multiplexers in the end office side of the access tandem for traffic that is switched at an access tandem.

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

## 3.3 Obligations Of The Company

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

## 3.3.1 Network Management

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

## 3.3.2 Design and Traffic Routing of Switched Access Service

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.3 Obligations Of The Company (Cont'd)

3.3.3 Provision of Service Performance Data

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

3.3.4 Trunk Group Measurements Reports

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

## 3.4 Obligations Of The Customer

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

## 3.4.1 Report Requirements

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

## (A) Jurisdictional Reports

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

## (B) Code Screening Reports

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

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

## 3.4.2 On and Off-Hook Supervision

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

## 3.4.3 Trunk Group Measurements Reports

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.5 Rate Regulations

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

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

3.5.1 Minimum Periods

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

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

## 3.5 Rate Regulations (Cont'd)

## 3.5.2 Cancellation of Access Service Order

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

## .1 Prior to Firm Order Confirmation Date

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

## .2 On or After Firm Order Confirmation Date

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

## 3.6 Rates and Charges

## 3.6.1 Switched Access Service

- a. Switched Access Service provided in the Southern New England Telephone Company territory in the state of Connecticut.

	<u>Rate Per Minute</u>	
Tandem Switched Transport, Originating		(T)
- Tandem Transport, Fixed	\$0.000063	
- Tandem Transport, Per Mile	\$0.000003	
Tandem Switched Transport, Terminating		
- End Office		(T)
- Tandem Transport, Fixed	\$0.000000	
- Tandem Transport, Per Mile	\$0.000000	
- 3 <sup>rd</sup> Party		(T)
- Tandem Transport, Fixed	\$0.000063	
- Tandem Transport, Per Mile	\$0.000003	
Tandem Switching		
- End Office	\$0.000000 (R)	(C)
- 3 <sup>rd</sup> Party	\$0.000634	(C)

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.6 Rates and Charges (Cont'd)

3.6.1 Switched Access Service (Cont'd)

- a. Switched Access Service provided in the Southern New England Telephone Company territory in the state of Connecticut (Cont'd) (M)

	<u>Rate Per Minute</u>
Local Switching, Originating	\$0.003133
Local Switching, Terminating	\$0.000000 (R)
Shared End Office Trunk, Originating	\$0.001400
Shared End Office Trunk, Terminating	\$0.000000

- b. (Reserved For Future Use)

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.6 Rates and Charges (Cont'd)

3.6.1 Switched Access Service (Cont'd)

c. (Reserved For Future Use)

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(D)

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.6 Rates and Charges (Cont'd)

3.6.1 Switched Access Service (Cont'd)

d. (Reserved For Future Use)

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.6 Rates and Charges (Cont'd)

3.6.1 Switched Access Service (Cont'd)

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.6 Rates and Charges (Cont'd)

3.6.1 Switched Access Service (Cont'd)

f. (Reserved For Future Use)

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

## 3.6 Rates and Charges (Cont'd)

## 3.6.1 Switched Access Service (Cont'd)

- g. Switched Access Service provided in the Verizon Pennsylvania Inc., Verizon New Jersey Inc., Verizon Delaware LLC, Verizon Washington, D.C. Inc., Verizon Maryland Inc., Verizon Virginia Inc., Verizon New England Inc., and Verizon New York Inc. territories in the states of Connecticut, District of Columbia, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, and Virginia.

	<u>Rate Per Minute</u>	
Tandem Switched Transport, Originating		(T)
- Tandem Transport, Fixed	\$0.000000	
- Tandem Transport, Per Mile	\$0.000002	
Tandem Switched Transport, Terminating		(T)
- End Office		(T)
- Tandem Transport, Fixed	\$0.000000	
- Tandem Transport, Per Mile	\$0.000000	
- 3 <sup>rd</sup> Party		(D)
- Tandem Transport, Fixed	\$0.000000	(T)
- Tandem Transport, Per Mile	\$0.000002	
Tandem Switching, Originating	\$0.001574	(T)
Tandem Switching, Terminating		
- End Office	\$0.000000 (R)	
- 3 <sup>rd</sup> Party	\$0.001574	(T)
Local Switching		
- Originating	\$0.002406	
- Terminating	\$0.000000	
Shared End Office Trunk		
- Originating	\$0.001688	
- Terminating	\$0.000000	
Composite Terminating End Office Charge		
- DE, DC, MD, NJ, PA, VA	\$0.000000	
- CT, MA, NY, RI	\$0.000000	
	<u>Monthly Rate</u>	
Dedicated Tandem Trunk Port Charge#	\$11.25	

# Rate will only apply to the portion associated with the originating usage.

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.6 Rates and Charges (Cont'd)

3.6.1 Switched Access Service (Cont'd)

h. (Reserved For Future Use)

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

## 3.6 Rates and Charges (Cont'd)

## 3.6.1 Switched Access Service (Cont'd)

- i. Switched Access Service provided in the Fairpoint Telephone Companies' territories in the states of Maine, New Hampshire and Vermont.

	<u>Rate Per Minute</u>	
Tandem Switched Transport, Originating		(T)
- Tandem Transport, Fixed	\$0.000000	
- Tandem Transport, Per Mile	\$0.000003	
Tandem Switched Transport, Terminating		(T)
- End Office		
- Tandem Transport, Fixed	\$0.000000	
- Tandem Transport, Per Mile	\$0.000000	
- 3 <sup>rd</sup> Party		(D) (T)
- Tandem Transport, Fixed	\$0.000000	
- Tandem Transport, Per Mile	\$0.000003	
Tandem Switching, Originating	\$0.001600	
Tandem Switching, Terminating		(T)
- End Office	\$0.000000 (R)	
- 3 <sup>rd</sup> Party	\$0.001600	(T)
Local Switching		
- Originating	\$0.002264	
- Terminating	\$0.000000	
Shared End Office Trunk		
- Originating	\$0.001595	
- Terminating	\$0.000000	
	<u>Monthly Rate</u>	
Dedicated Tandem Trunk Port Charge	\$10.90	

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

## 3.6 Rates and Charges (Cont'd)

## 3.6.2 800 Database Access Service

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

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

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

	<u>Per Query</u>
a. Switched Access Service provided in the Southern New England Telephone Company territory in the state of Connecticut.	\$0.003393
b. (Reserved For Future Use)	

(D)

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

## 3.6 Rates and Charges (Cont'd)

## 3.6.2 800 Database Access Service (Cont'd)

Per Query

c. (Reserved For Future Use)

(D)

d. (Reserved For Future Use)

e. (Reserved For Future Use)

f. Switched Access Service provided in the Verizon Pennsylvania Inc., Verizon New Jersey Inc., Verizon Delaware LLC, Verizon Washington, D.C. Inc., Verizon Maryland Inc., Verizon Virginia Inc., Verizon New England Inc., and Verizon New York Inc. territories in the states of Connecticut, District of Columbia, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, and Virginia

\$0.004357

g. (Reserved For Future Use)

(D)

h. Switched Access Service provided in the Fairpoint Telephone Companies' territories in the states of Maine, New Hampshire and Vermont.

\$0.003702

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.6 Rates and Charges (Cont'd)

(M)

3.6.3 Reserved For Future Use

3.6.4 Automatic Number Identification

Automatic Number Identification (ANI) provides the automatic transmission of a ten digit number and information digits to identify the calling station. The ten digit telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number.

	<u>NJ, PA</u>	<u>MA, NH, NY, RI</u>	<u>CT (SBC)</u>
Per Attempt	\$0.00000	\$0.00000	\$0.00000

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 4 - SPECIAL ACCESS SERVICE**

4.1 Reserved For Future Use

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE**

5.1 General

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

5.2 Limitations

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

5.3 Reserved For Future Use

(T)

(M)

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 6 - SPECIAL ARRANGEMENTS**

## 6.1 Special Construction

## 6.1.1 Basis for Charges

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

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

## 6.1.2 Termination Liability

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

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

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

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

- a) equipment and materials provided or used;
- b) engineering, labor, and supervision;
- c) transportation; and
- d) rights of way and/or any required easements;

(2) license preparation, processing, and related fees;

(3) tariff preparation, processing and related fees;

(4) cost of removal and restoration, where appropriate; and

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

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)**

6.2 Non-Routine Installation and/or Maintenance

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

6.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION**

7.1 General

The Company will provide the following services:

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.2 Recording Service

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

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

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

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.2 Recording Service (Cont'd)

## 7.2.1 Undertaking of the Company

- a. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- b. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

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

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

7.2 Recording Service (Cont'd)

7.2.2 Liability of the Company

Notwithstanding 7.2.1 preceding, the company's liability for recording service is as follows:

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

7.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

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

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

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.2 Recording Service (Cont'd)

## 7.2.4 Payment Arrangements and Audit Provision

## a. Notice and Scope

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

## b. Payment of Expense

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

7.2 Recording Service (Cont'd)

7.2.4 Payment Arrangements and Audit Provision (Cont'd)

c. Requests for Examinations

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

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

d. Audit Provision

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

e. Minimum Period and Minimum Monthly Charges

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

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.2 Recording Service (Cont'd)

## 7.2.4 Payment Arrangements and Audit Provision (Cont'd)

## f. Cancellation of a Special Order

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

## g. Changes to Special Orders

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

## 7.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

## Rates:

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

**DOMESTIC INTERSTATE ACCESS SERVICES**

**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

7.3 Automatic Number Identification

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

7.3.1 Rate Regulations

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

7.3.2 Rates

- Per call                      \$0.000630

(N)

(N)

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                  59 Maiden Lane, 27<sup>th</sup> Floor  
                  New York, NY 10038

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.4 Billing Name and Address Service

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

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

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

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

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.4 Billing Name And Address Service (Cont'd)

## 7.4.1 Undertaking of the Company

- a. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- b. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

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

- c. The company will specify the format in which requests and tapes are to be submitted.
- d. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- e. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.4 Billing Name And Address Service (Cont'd)

## 7.4.2 Obligations of the Customer

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.4 Billing Name And Address Service (Cont'd)

## 7.4.2 Obligations of the Customer (cont'd)

## e. (cont'd)

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

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

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.4 Billing Name And Address Service (Cont'd)

## 7.4.3 Rate Regulations

- a. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- b. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

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

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

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

The percentages provided in the reports as set forth in 8.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

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

Rates:

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

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 8 – END USER ACCESS SERVICE**

## 8.1.1 General

The Company will provide End User Access Service (“End User Access”) to end users who obtain from the Company any communications services (voice, data or other functionally equivalent service), including all TDM and IP based communications services, on a standalone or integrated product basis under the Company’s general and/or local exchange tariffs or under the terms of a service agreement. An End User subscribing to any Company communications service, regardless of technology, who has the ability to access the public switched telephone network via this access service shall be subject to a monthly recurring charge or the End User Common Line Charge (“EUCL”). End User Access provides for the imposition of EUCL, Presubscribed Interexchange Carrier Charges (“PICC”) and a number of surcharges and fees associated with regulatory compliance and participation in regulatory programs (“Regulatory Surcharges”). Customers who obtain End User Access Service are subject to the EUCL and Regulatory Surcharges regulations. Interexchange Carriers who furnish interstate telecommunications service to end users are subject to the PICC regulations. Customers that do not select a Presubscribed Interexchange Carrier are subject to the PICC regulations with the exception of pay telephone service providers, whose pay telephone lines are excluded from PICC regulations.

(C)

## 8.1.2 Rate Regulations

The End User Common Line and Regulatory Surcharges will be billed to the Customer of the associated local telephone exchange service. The total number of Company-provided lines and trunks, excluding pay telephone lines, for which the interexchange carrier has been selected as the predesignated carrier for interLATA, interstate calls will be multiplied by the appropriate Presubscribed Interexchange Carrier Charge on a monthly basis and assessed to the Presubscribed Interexchange Carrier of the associated telephone exchange service. If NO PIC is designated on any lines or trunks, the appropriate PICC will be assessed to the Customer subscribing to the line or trunk.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

8.2 Rate Regulations (Cont'd)

8.2.1 End User Common Line and Presubscribed Interexchange Carrier Charges

The Single Line Residence rate is assessed to a residential subscriber line when it is the only line provided at that service location. When there is more than one residence exchange line at a service location, all residence exchange lines will be assessed the Multiline Residence rate.

For business Centrex service, the End User Common Line – Multiline Business Subscriber – Individual line or trunk rate and the Presubscribed Interexchange Carrier Charge rate applies to each line or trunk. The application of the PICC for business Centrex is based upon the number of lines or trunks in the Centrex service.

For lines or trunks provided to Payphone Service Providers, the End User Common Line – Multiline Business Subscriber – Individual line or trunk rate applies to each line or trunk.

For each local exchange service provided as Integrated Services Digital Network (“ISDN”) Basic Service and the general and/or local exchange tariffs, the End User Common Line and the Presubscribed Interexchange Carrier Charge – Multiline Business rates apply per service.

(C)

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

## 8.2 Rate Regulations (Cont'd)

## 8.2.1 End User Common Line and Presubscribed Interexchange Carrier Charges (Cont'd)

For each local exchange service provided as Integrated Services Digital Network Primary Service under the general and/or local exchange tariffs, the End User Common Line and Presubscribed Interexchange Carrier Charge – PRI ISDN rates apply per service.

When a Customer is provided more than one local business telephone exchange service (i.e., individual line or trunk or multiparty) in a state, the End User Common Line and Presubscribed Interexchange Carrier Charge Multiline Business Subscriber – Individual line or trunk rates apply to each such individual line, trunk or party. When local business telephone exchange pay telephone service is provided to a Payphone Service Provider under the general and/or local exchange service tariffs, only the End User Common Line Multiline Business Subscriber – Individual line or trunk rates apply to each such individual line, trunk or party.

When a Customer is provided a single local business exchange service (i.e., individual line or trunk or multiparty), the End User Common Line and Presubscribed Interexchange Carrier Charge – Single Line Business Subscriber – Individual line or trunk rates apply to each such individual line, trunk or party.

\*\*\*\*\* ALL MATERIAL ON THIS PAGE NEW \*\*\*\*\*

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

## 8.2 Rate Regulations (Cont'd)

## 8.2.1 End User Common Line and Presubscribed Interexchange Carrier Charges (Cont'd)

When a Customer is provided a local residence exchange service (i.e., individual line or trunk or multiparty), the End User Common Line and Presubscribed Interexchange Carrier Charge – Residence Subscriber – Individual line or trunk rates apply on a Primary or Non-Primary basis to each such local residence exchange line, trunk or party.

## 8.2.2 Federal Universal Service Fund (“FUSF”) Surcharge

The Federal Universal Service Fund (“FUSF”) Surcharge recovers the Company’s obligation to various federal universal service funds. With the exception of FUSF charges on other incidental charges and FUSF charges recovered from Customers that purchase Special Access services from this tariff, the Company will recover the FUSF charges through monthly charges assessed to customers to whom End User Common Line charges are applied. FUSF charges will be billed to the associated Customer of the local telephone services, with the exception of those customers who participate in the Lifeline Assistance Program and resellers of the local exchange service.

## 8.2.2.1 Application of FUSF Surcharge to Incidental Charges

Customers assessed Change in Presubscription Charge will also be assessed the FUSF Surcharge on Incidental Charges. Customers who participate in the Lifeline Assistance Program are not exempt from this surcharge.

## 8.2.2.2 Application of FUSF Surcharge to Special Access Services

An FUSF surcharge will also be assessed to end user customers who order Special Access services from this tariff. The FUSF Surcharge will be determined by multiplying an FUSF Surcharge factor by the end user customer’s monthly, billing account level, interstate Special Access Service charges.

## 8.2.3 Federal Universal Service Administrative Fee

The Federal Universal Service Administrative Fee recovers the Company’s administrative costs associated with compliance with and remittances to the Federal Universal Service Fund. The Federal Universal Service Administrative Fee will be assessed to Customers to whom the FUSF Surcharge is applied.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

8.2 Rate Regulations (Cont'd)

8.2.4 Carrier Cost Recovery Surcharge

The Carrier Cost Recovery Surcharge defrays a portion of the Company's administrative costs associated with regulatory compliance and participation in various regulatory programs established for the benefit of consumers. The surcharge will be recovered through monthly charges assessed to customers upon whom End User Common Line Charges are applied.

8.2.5 Local Number Portability ("LNP") Surcharges

The Local Number Portability ("LNP") Surcharges recover the costs of implementation of wireline and wireless local number portability, the ability of wireline and wireless consumers to change service providers while retaining the same wireline or wireless phone number. The LNP Surcharges will be recovered through monthly charges assessed to customers upon whom End User Common Line Charges are applied.

8.2.6 Presubscribed Interexchange Carrier Change Charge

The Presubscribed Interexchange Carrier Change Charge recovers the costs of effectuating a change on an end user's behalf and at the end user's request of the presubscribed interexchange carrier previously selected by the end user.

8.2.7 Payphone Surcharge

The Payphone Surcharge recovers the costs of compliance with the FCC's rules mandating the collection and remittance of compensation to payphone service providers for calls made from their payphones. The payphone surcharge will be assessed on a per-call basis on all calls originating from payphones.

8.2.8 FCC Common Carrier Regulatory Fee

The FCC Common Carrier Regulatory Fee defrays the costs incurred by the Company in funding the annual regulatory costs associated with the FCC's enforcement, policy and rulemaking, user information, and international activities. The FCC Common Carrier Regulatory Fee will be determined by multiplying a contribution factor by the Customer's interstate and international communications service charges.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

8.2 Rate Regulations (Cont'd)

8.2.9 Federal Telecommunications Relay Service Fund Fee

The Federal Telecommunications Relay Service Fund Fee defrays the costs incurred by Company in funding Telecommunications Relay Service, which facilitates on a national basis telephone calls to individuals who have difficulty hearing or speaking. The Federal Telecommunications Relay Service Fund Fee will be determined by multiplying a contribution factor by the end user customer's interstate and international telecommunications service charges.

8.2.10 North American Numbering Plan Surcharge

The North American Numbering Plan Surcharge defrays the costs incurred by Company in funding administration of the North American Numbering Plan. The North American Numbering Plan Surcharge will be determined by multiplying a contribution factor by the end user customer's interstate and international telecommunications service charges.

8.2.11 (Reserved For Future Use)

8.2.12 Account Fee

The Account Fee defrays costs associated with the management and servicing of residential and business accounts.

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8.2.13 Regulatory Adjustment Fee

The Regulatory Adjustment Fee recovers operational costs incurred in the provision and maintenance of telephone service. This includes network costs and costs associated with terminating calls to end users. The surcharge will be recovered through monthly charges assessed to end users upon whom End User Common Line Charges are applied.

**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

## 8.3 Rates and Charges

## 8.3.1 End User Common Line Charge (“EUCL”)

Per line, trunk, channel or service, per month

Connecticut (Verizon), Maine, Massachusetts, New Hampshire, New York,  
Rhode Island, Vermont

Single Line Business & Residence	\$10.77
Multi Line Residence	\$10.77
Multi Line Business	\$10.77
PRI ISDN	\$48.77

New Jersey

Single Line Business and Residence	\$8.77
Multi Line Business and Residence	\$8.77
PRI ISDN	\$56.71 (I)

Pennsylvania

Single Line Business & Residence	\$8.77
Multi Line Business & Residence	\$8.77
PRI ISDN	\$56.71 (I)

Delaware, District of Columbia, Maryland, Virginia

Single Line Business and Residence	\$8.47
Multi Line Business and Residence	\$8.47
PRI ISDN	\$73.03 (I)

Connecticut (AT&amp;T territory)

Single Line Business & Residence	\$11.02
Multi Line Residence	\$11.02
Multi Line Business	\$11.02
PRI ISDN	\$73.03 (I)

Illinois, Indiana, Michigan, Ohio, Wisconsin

Single Line Business & Residence	\$11.10
Multi Line Residence	\$11.10
Multi Line Business	\$11.10
PRI ISDN	\$50.42

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

## 8.3 Rates and Charges (Cont'd)

## 8.3.1 End User Common Line Charge (“EUCL”) (Cont'd)

Per line, trunk, channel or service, per month

Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi,  
North Carolina, South Carolina, Tennessee

Single Line Business and Residence	\$8.32	(I)
Multi Line Business and Residence	\$8.77	(I)
PRI ISDN	\$38.77	(I)

Arkansas, Kansas, Missouri, Oklahoma, Texas

Single Line Business and Residence	\$8.32	(I)
Multi Line Business and Residence	\$8.77	(I)
PRI ISDN	\$38.77	(I)

Nevada

Single Line Business and Residence	\$8.32	(I)
Multi Line Business and Residence	\$8.77	(I)
PRI ISDN	\$38.77	(I)

California

Single Line Business and Residence	\$8.32	(I)
Multi Line Business and Residence	\$8.77	(I)
PRI ISDN	\$38.77	(I)

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

8.3 Rates and Charges

8.3.2 Presubscribed Interexchange Carrier Charge (“PICC”)

Primary Residence Subscriber	\$0.00 monthly per individual line or trunk	
Nonprimary Residence Subscriber	\$0.00 monthly per individual line or trunk	
Single Line Business Subscriber	\$0.00 monthly per individual line or trunk	
Multiline Business Subscriber	\$3.78 monthly per individual line or trunk	(I)

PRI ISDN Subscriber \$49.00 monthly, each service

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

8.3 Rates and Charges (Cont'd)

8.3.3 Federal Universal Service Fund (“FUSF”) Surcharge

The Federal Universal Service Fund Surcharge is a monthly charge equal to (i) the Quarterly USF Contribution Factor identified by the Federal Communications Commission based upon the projection of the Universal Service Administrative Company (“USAC”) of the funds which will be required to meet the high cost, low income Schools & Libraries and rural health care funding requirements of the Universal Service Fund for the ensuing calendar quarter, multiplied by (ii) amounts billed to Customers for interstate and international telecommunications services, including, without limitation, federal subscriber line charges, federally tariffed local number portability surcharges and federal universal service fees. The Quarterly USF Contribution Factor is announced by USAC 60 days in advance of the calendar quarter during which the factor will be applied.

8.3.4 FUSF Administration Fee

The Federal Universal Service Administration Fee is a monthly charge equal to (i) 11% multiplied by (ii) amounts billed to Customers for the FUSF Surcharge.

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

## 8.3 Rates and Charges (Cont'd)

## 8.3.5 Carrier Cost Recovery Surcharge

Monthly

Per Access Line, or Equivalent

\$1.51

## 8.3.6 Local Number Portability (“LNP”) Surcharges

Monthly

Wireline:

Per Access Line, or Equivalent

\$0.30

Wireless:

Per Access Line, or Equivalent

\$0.30

## 8.3.7 Presubscribed Interexchange Carrier Change Charge

Monthly

Per Change

\$5.50

## 8.3.8 Payphone Surcharge

Per call

\$1.50 (I)

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**DOMESTIC INTERSTATE ACCESS SERVICES**

**SECTION 8 – END USER ACCESS SERVICE (Cont’d)**

8.3 Rates and Charges (Cont’d)

8.3.9 FCC Common Carrier Regulatory Fee

The FCC Common Carrier Regulatory Fee is a monthly charge equal to 0.218% of amounts billed to end user customers for telecommunications services and associated fees and charges.

8.3.10 Federal Telecommunications Relay Service Fund Fee

The Federal Telecommunications Relay Service Fund Fee is a monthly charge equal to 0.149% of amounts billed to end user customers for telecommunications services and associated fees and charges.

8.3.11 North American Numbering Plan Surcharge

The North American Numbering Plan Surcharge is a monthly charge equal to 0.002% of amounts billed to end user customers for telecommunications services and associated fees and charges.

8.3.12 Administrative Services Fee (“ASF”)

The Administrative Services Fee is a graduated percentage monthly fee assessed on all monthly recurring charges (MRCs) to recover costs associated with tariff and price guide filings, collections, record maintenance, various state business licenses, various regulatory fees where applicable, general account servicing, and the administrative costs the Company incurs for local, state and federal governmental data gathering, record maintenance, and required reporting. This is not a tax or charge imposed by a governmental entity.

MRC Tier	Assessment Percentage
\$1 - \$100	12%
\$101 – \$500	12%
\$501 - \$750	10%
\$751 - \$1000	8%
>\$1000	5%

8.3.13 Account Fee

<u>Billed Monthly Revenue</u>	<u>Monthly Account Fee</u>
\$0 to \$50	\$4.95
\$50.01 to \$150	\$4.95
\$150.01 to \$350	\$6.95
\$350.01 to \$500	\$8.95
\$500.01 to \$1,000	\$11.95
\$1,000.01 to \$3,000	\$13.95
\$3,000.01 to \$5,000	\$16.95
\$5,000.01 and over	\$21.95

8.3.14 Regulatory Adjustment Fee

	<u>Monthly</u>
Per Access Line or Equivalent	\$6.39
Per DS1	\$31.93

(N)  
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 (N)

**DOMESTIC INTERSTATE ACCESS SERVICES**

**SECTION 8 – END USER ACCESS SERVICE (Cont’d)**

8.3 Rates and Charges (Cont’d)

8.3.15 Regulatory Assessment Surcharge and Administrative Services Fee

End-user Customers will be assessed one of the surcharges below, dependent upon the end-user service location and provider.

A. Regulatory Assessment Surcharge (“RAS”)

As a Telecommunications Company, the Service Provider must make various payments to local, state, and federal departments and agencies, including, but not limited to, administration fees, inspection and supervision fees, and general public utility commission assessments. RAS is designed to help recover the cost of these payments. RAS is assessed on end-user Customers based on the individual Customer’s respective interstate and international services invoiced.

The applicable percentage rate may vary. For the most current rate in effect please refer to:

<https://www.windstream.com/about/legal/legal-notices>

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