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NOTICE CONCERNING ALL TERMS AND CONDITIONS and RATES

The State of Maine Public Utilities Commission (MPUC) requires that each telephone utility's Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35-A) and MPUC rules. Any provision in these Terms and Conditions or rate schedules that conflicts with a Maine statute or MPUC rule is inapplicable and will not be enforceable. The following rules apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Chapter 204 - Basic-Service Calling Areas

Chapter 230 - Installation, Maintenance and Ownership of Customer Premises Wire

Chapter 250 - Coin-operated Telephone Service

Chapter 280 - Provision of Competitive Telecommunications Services

Chapter 294 - Lifeline and Link Up Service Programs

Chapter 296 - Selection of Primary Interexchange and Local Exchange Carriers

Chapter 870 - Late Payment Charges, Interest Rates to Be Paid on Customer Deposits, and Charges for Returned Check Fees

Chapters 81 and 86 concerning application for service, billing, payment, deposit, disconnection, dispute resolution, and other credit and collection procedures.

In the future, new Chapters 290 (for local exchange carriers that are eligible telecommunications carriers), 291 (for local exchange carriers that are non-eligible telecommunications carriers) and 292 (for interexchange carriers) will govern standards for telecommunications billing, credit and collection, and customer information. These chapters will replace Chapters 81 and 86 for telecommunications carriers. When these chapters are adopted, if there are any conflict between these Terms and Conditions and Chapters 290, 201 and 202, those chapters will control.

NOTICE CONCERNING ALL TERMS AND CONDITIONS and RATES (Continued)

In addition, the following provisions (the first two of which are required by statute) are part of this utility's Terms and Conditions:

1. **FOR INTEREXCHANGE SERVICE:**

Discount for Hearing-Impaired Customers. Upon customer request, the Company will automatically apply a 70% reduction for intrastate toll calls made from the line used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A M.R.S.A. certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A M.R.S.A. §7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Main Department of Human Services, stating that due to one of the aforementioned conditions, the customer or member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for 70% rate reduction for relevant billed calls made during each billing period.

2. **FOR LOCAL EXCHANGE SERVICE:**

Enhanced Universal Emergency Number Service - E911 - Surcharge. An Enhanced Universal Emergency Number Service (E911) surcharge, as provided in 25 M.R.S.A. § 2927(1-A), applies per month to each residence and business access line, including PBX trunks, Centrex access lines, semipublic coin lines, and public access lines, in addition to the monthly rates for these lines specified elsewhere in these schedules. The surcharge shall not be imposed upon more than 25 lines per customer billing account.

3. **FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:**

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with 11 M.R.S.A. §2-316(5) of the Maine Revised Statutes, Exclusion or Modification of Warranties.

This utility agrees that it is responsible for complying with all applicable rules of the Maine Public Utilities Commission and with the Maine Revised Statutes. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule of the Maine Public Utilities Commission, or the Maine Revised Statutes, the rule or statute will govern; and the utility may be subject to action by the Consumer Assistance Division of the Maine Public Utilities Commission or an investigation by the Commission pursuant to 35-A M.R.S.A. §1303.

TERMS AND CONDITIONSDefinitions

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

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

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

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

Carrier, Company or Utility: Broadview Networks, Inc. or Broadview Networks

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

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

Customer: Any person who has applied for, been accepted, and is either receiving utility service or has agreed to be billed for utility service. This term also includes a person who was a customer of the same utility within the past 30 days and who requests service at the same or a different location.

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

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

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

TERMS AND CONDITIONS (Continued)**Definitions (Continued)**

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

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

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

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

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

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

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

Residential Customer: A customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are nonresidential customers.

Service: Means any telecommunications service(s) provided by the carrier under these schedules.

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

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

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

TERMS AND CONDITIONS (Continued)

Definitions (Continued)

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

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

Time period: The interval of hours that distinguish day, evening, night, and weekend rate periods. Day is from 8 a.m. up to but not including 5 p.m. local time Monday through Friday. Evening is from 5 p.m. up to but not including 11 p.m. local time Monday through Friday. Night is from 11 p.m. up to but not including 8 a.m. local time Monday through Friday. Weekend is from 11 p.m. Friday through the weekend hours up to 8 a.m. on Monday.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under the Terms and Conditions.

TERMS AND CONDITIONS (Continued)General Description of Services Offered

1. These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Maine. Specific services and rates are described in the Rate Schedules.
2. The Company's intrastate service territory for facilities-based local exchange service consists of Augusta, Bangor, Bath, Biffedord, Brunswick, Camden, Ellsworth, Lewiston, North Sanford, Portland, Rockland, Scarborough, Waterville and Westbrook, Maine. The Company services are available 24 hours per day, 7 days a week.
3. Company services are available for both residential and non-residential customers.

Calculation of Rates

1. Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
2. The chargeable time of a call is timed and measured by the Company. Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

Credit, Collection, and Dispute Resolution Procedures

1. Residential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for residential customers are governed by Chapters 81 and 870 of the Maine Public Utilities Commission's Rules.
2. Nonresidential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for nonresidential customers are governed by Chapters 86 and 870 of the Maine Public Utilities Commission's Rules.
3. The Company charges \$40.00 to establish residential service and \$75.00 to establish business service.
4. For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the Company's network.
5. The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.

TERMS AND CONDITIONS (Continued)**Credit, Collection, and Dispute Resolution Procedures (Continued)**

6. The Company charges \$26.00 for residential service and \$41.00 for business service to restore service that was disconnected for nonpayment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
7. All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
8. As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount of the bank charges the company, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the company charges more than \$5.00, the company shall furnish the customer with proof of the bank charge.
9. All customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the carrier may proceed with collection activities per Chapter 81 or 860, and a late payment shall be charged on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission's Director of Finance. If objection is not received by the Company within three (3) months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding on the customer.
10. Unless individual plans specify otherwise, Customers are responsible for notifying the Company thirty days in advance of intent to cancel service. Early termination penalties apply to all term plans and are calculated by multiplying the number of months left in a customer's term plan by applicable monthly recurring charges.
11. Customer complaints are handled by a full service customer service department. Customers may call 1-800-260-8766 twenty-four (24) hours a day or submit a written complaint to:

Broadview Networks, Inc.
Customer CARE c/o Customer Advocacy Team
800 Westchester Avenue, Suite N-501
Rye Brook, NY 10573

If the customer is not satisfied with the Company's response, the customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta, ME 04333-0018. Telephone: 800-452-4699 or 207-287-3831. Facsimile: 207-287-1039.

TERMS AND CONDITIONS (Continued)**Interruption of Service/Liability**

1. The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
2. The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur.
3. Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/720th of the monthly charge for the facilities affected for each full hour of the interruption.
4. The Company is protected against customer claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.
5. Any provisions that limit liability or damages do not apply to the extent they conflict with Maine Statute, 11 M.R.S.A. 2-316(5), Exclusion or Modification of Warranties.

DESCRIPTION OF SERVICES

1. Basic Exchange Service

Service Areas and Rate Groups

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

Broadview Networks, Inc. provides service in the exchange areas served by the following local exchange companies and concurs in their filed exchange areas, exchange rate classification criteria and exchange maps:

Fairpoint Communications - NNE

2. Service Offerings

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

Business Basic Exchange Service
Residential Basic Exchange Service
Message Telecommunications Service
Directory Assistance
Operator Service
Busy Line Verification & Interrupt
Optional Calling Features
Blocking/UnBlocking
Directory Listings
Maintenance Visit Charges
Emergency Services Calling

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

DESCRIPTION OF SERVICES (Continued)

3. Standard Access Line

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

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

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

The Company's service will automatically block originating calls to other telephone companies' caller-paid information services (e.g., 900, 976) at no charge. Calls to those numbers and other numbers used for caller-paid information services will be unblocked on a per directory number basis only. Subsequent blocking of 900-type numbers will incur a charge listed in Section 5.

For the purposes of determining an Exchange Area Line monthly rate, the Exchange Areas listed in Section 4 of the Rate Schedules section are classified into one of four Exchange Area Line cells based on the same criterion employed by Verizon Maine.

4. Local Calling Service

This service provides for local calling determined by originating and terminating NPA-NXX-XXXX. Depending on the customer's location within the state of Maine, certain calling plans may or may not be made available.

DESCRIPTION OF SERVICES (Continued)

5. Directory Assistance

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

6. Operator Service

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

7. Busy Line Verification and Interrupt Service

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

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

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

DESCRIPTION OF SERVICES (Continued)

8. Optional Calling Features

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

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

Missed Call Dialing: Allows the Customer to return a call to the last incoming call whether the Customer answered the call or not. Upon activation, Miss Call Dialing will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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

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

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

DESCRIPTION OF SERVICES (Continued)

8. Optional Calling Features (Continued)

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

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

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

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

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

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

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

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

DESCRIPTION OF SERVICES (Continued)

8. Optional Calling Features (Continued)

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

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

9. Blocking Features

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

Customers have two blocking options:

Per-Call Blocking: By activating a special code, the caller may block the transfer of the telephone number for that call only. There is no charge for using per-call blocking and it is provided on an unlimited basis.

Line Blocking: This service must be added to a customer's line by contacting the Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to line blocking unless the blocking feature is deactivated.

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

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

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

DESCRIPTION OF SERVICES (Continued)

10. Directory Listings

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

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

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

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

DESCRIPTION OF SERVICES (Continued)

10. Directory Listings (Continued)

The following types of listings will be made available:

Primary: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

Additional: In connection with local exchange service, additional listings are available only in the same name of authorized users of the Customer's service, as defined herein.

Non-Published: Listings that are not printed in directories nor available from Directory Service.

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

Non-Listed: A Non-Listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's DA and other records and will be given to any calling party.

Foreign: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charge the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

DESCRIPTION OF SERVICES (Continued)

11. Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.

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

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

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

12. Emergency Services Calling Plan

Access (at no additional charge) to emergency services by dialing 0 - or 9-1-1.

Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to person and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following: are offered at no charge to Customers:

- (a) Governmental fire fighting, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- (b) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

DESCRIPTION OF SERVICES (Continued)

13. Exchange Areas

Rate Area A:

Augusta, Bangor, Lewiston, Portland, Scarborough, and Westbrook.

Rate Area B:

Bath, Biddeford, Brunswick, Ellsworth, Rockland, and Waterville.

Rate Area C:

Camden

DESCRIPTION OF SERVICES (Continued)

14. Lifeline Telephone ServiceA. Basic Lifeline Service

The Company will offer this service at such time as it begins to offer local exchange voice services. This low price individual message rate service provides recurring reduction of \$8.78. There is no monthly allowance for local calls. Primary area and home region calls are untimed. Extended area calls (where available) are timed.

B. Eligibility

This service is restricted to low income residential customers. To qualify for Lifeline service a customer must be income eligible for benefits from any one of the following Entitlement Programs:

- Aid to Families with Dependent Children (AFDC)
- Food Stamps
- Home Energy Assistance Program (HEAP)
- Home Relief
- Medicaid
- Supplemental Security Income (SSI)

The applicant must provide proof to the Company that he or she is certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or authorized representative of the customer, as designated by the appropriate state agencies and identified as so authorized on the customer's card for any of the above benefits.

In addition, applicants are eligible for discounted Lifeline rates when approved to receive either a Veterans Disability Pension or a Veterans Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these pensions.

DESCRIPTION OF SERVICES (Continued)

14. Lifeline Telephone Service (Continued)B. Eligibility (Continued)

Lifeline services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Lifeline discount is credited as of the service connection date.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with state agencies.

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline customer's eligibility. If a customer is identified as being ineligible, the customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

C. Charges

A qualified customer may choose one of the Lifeline services as described. For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined following.

Service connection charges do not apply to change existing service from:

- a. Message Rate Service to Basic Lifeline service;
- b. Basic Lifeline service to Message Rate Service.

DESCRIPTION OF SERVICES (Continued)

15. Link Up America

The Company will offer this service at such time as it begins to offer local exchange voice services. The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- a. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 7 (B), above;
- b. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- c. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

16. Special Equipment for the Hearing or Speech Impaired Customer

The Company will offer this service at such time as it begins to offer local exchange voice services.

The Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.

A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Maine.

The Company will make every reasonable effort to locate and obtain equipment for a certified customer.

The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.

The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

DESCRIPTION OF SERVICES (Continued)

17. Universal Emergency Telephone Number Service

The Company will offer this service at such time as it begins to offer local exchange voice services.

A. General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

B. Regulations

- a. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- b. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- c. 911 service is furnished for incoming calls only.

DESCRIPTION OF SERVICES (Continued)

17. Universal Emergency Telephone Number Service (Continued)C. Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

18. Enhanced Universal Emergency Telephone Number Service

The Company will offer this service at such time as it begins to offer local exchange voice services.

A. General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

DESCRIPTION OF SERVICES (Continued)

18. Enhanced Universal Emergency Telephone Number Service (Continued)B. Regulations

- a. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- b. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
- c. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number (“ANI”) and address (“ALI”) associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- d. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency’s public safety jurisdiction.

DESCRIPTION OF SERVICES (Continued)

18. Enhanced Universal Emergency Telephone Number Service (Continued)C. Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

DESCRIPTION OF SERVICES (Continued)

19. Individual Case Basis Arrangements

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

20. Resale, On Net, Off Net, Mixed Account Classifications

Except for Company services associated with DS1 (1.544 Mbps) facilities, all business local calling plans have account classification monthly recurring charges in addition to monthly recurring line charges associated with that service based on whether the account is classified as resale, on net, off net or mixed. For these services, an account will be classified as resale if 75% or more of the customer's lines are provisioned via resale. An account will be classified as on net if 100% of the customer's lines are located in Company on net areas. An account will be classified as off net if at least 50% of the customer's lines are physically located in Company off net areas. An account will be classified as mixed if the customer has lines located in on net areas and off net areas with less than 50% of the customer's lines located in Company off net areas.

RATES AND CHARGES
1. Standard Access Line Rates

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

A. Residential**Recurring Charges**

<u>Flat Rate Service:</u>	<u>Monthly</u>
- Rate Area A	\$24.79
- Rate Area B	\$24.79
- Rate Area C	\$24.79
Non-Recurring Charges	
Line Connection (per line)	\$60.00
Service Change (changes, additions per order)	\$60.00
Change of Telephone Number	\$60.00
Change of Residence	\$60.00
Line Restoral	\$79.00
Toll Service Restoral	\$79.00

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

Temporary Suspension	\$32.00
Voluntary Toll restriction Re-activation	\$15.00
Applies for Line or Toll restoral after Customer-initiated suspension.	
Reactivation of 900 Blocking Option	\$25.00

RATES AND CHARGES (Continued)1. Standard Access Line Rates (Continued)B. Business**Recurring Charges**Business Line Service

	<u>Monthly</u>
- Rate Area A	\$43.99
- Rate Area B	\$43.99
- Rate Area C	\$43.99

Non-Recurring Charges

Line Connection (per line)	\$120.00
Service Change (changes, additions per order)	\$60.00
Change of Telephone Number	\$60.00
Transfer of Billing Name	\$60.00
Line Restoral	\$79.00
Toll Service Restoral	\$79.00

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

Temporary Suspension	\$44.00
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Applies for Line or Toll restoral after Customer-initiated suspension.

RATES AND CHARGES (Continued)
2. Directory Assistance Rates

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

	<u>Residence</u>	<u>Business</u>
Directory Assistance:	\$1.99 per call	\$1.99 per call

Residential customers are eligible to place two (2) calls to Directory Assistance per line per month at no additional charge.

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

	<u>Residence</u>	<u>Business</u>
DA Call Completion:	\$0.75 per call	\$0.75 per call

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

	<u>Residence</u>	<u>Business</u>
National Directory Assistance: 411	\$1.99 per call	\$1.99 per call

3. Operator Services Rates

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

Collect Calling	\$1.75
Person to Person	\$3.70
Operator Station to Station	\$1.30

4. Busy Line Verification and Interrupt Service Rates

Busy Line Verification:	\$2.50 per attempt
Busy Line Verification with Interrupt:	\$5.00 per attempt

RATES AND CHARGES (Continued)

5. Optional Calling Features Rates

<u>Non-Recurring Charges</u>	<u>Residence</u>	<u>Business</u>
Per Change/Add Order	\$60.00	\$60.00
<u>Monthly Charges</u>	<u>Residence</u>	<u>Business</u>
Call Forwarding – Variable	\$4.25	\$8.25
Call Waiting	\$5.25	\$8.50
Speed Dial		
8	\$4.25	\$5.00
30	\$6.25	\$7.50
3-Way Calling	\$4.25	\$7.25
3-Way Calling, Per Use	\$0.75	\$0.75
Call Forwarding-Busy Line	\$1.60	\$5.00
Call Forwarding-No Answer	\$1.60	\$5.00
Call Forwarding Busy Line/No Answer	\$2.25	\$7.00
Caller ID	\$7.75	\$10.50
Caller ID with Name	\$7.75	\$10.50
Call Manager		
Caller ID w/name, Call Wait & Call Forward BL/DA	\$13.50	N/A
*69	\$4.25	\$3.00
Anonymous Call Rejection	\$3.25	\$3.00
Call Waiting ID Deluxe	\$7.75	\$10.50
Call Waiting ID	\$7.75	\$10.00
Busy Redial	\$4.25	\$3.00
Call Intercept	\$5.25	\$5.25
<u>Per Use Charges</u>	<u>Residence</u>	<u>Business</u>
3-Way Calling	\$0.75	\$0.75
*69	\$1.00	\$1.00
Call Trace	\$4.00	\$4.00
Busy Redial	\$0.75	\$0.75

RATES AND CHARGES (Continued)6. Directory Listings

<u>Non-Recurring Charges</u>	<u>Residence</u>	<u>Business</u>
Non-Published	\$15.00	\$40.00
Non-Listed	\$15.00	\$40.00
<u>Monthly Recurring</u>	<u>Residence</u>	<u>Business</u>
Additional Listing	\$3.00	\$4.00
Non-Published	\$4.95	\$4.95
Non-Listed	\$3.00	\$3.00

7. Maintenance Visits

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

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

Dispatch Charge

Per Occurrence - \$149.00

 RATES AND CHARGES (Continued)
8. MTS Regional Toll RatesA. Business MTS Regional Toll Rates

	Day <u>1st Min / Add'l Min</u>	Evening <u>1st Min / Add'l Min</u>	Weekend <u>1st Min / Add'l Min</u>
<u>Mileage</u>			
0 – 10	\$0.183 / \$0.143	\$0.120 / \$0.094	\$0.075 / \$0.059
11 – 18	\$0.293 / \$0.193	\$0.191 / \$0.127	\$0.119 / \$0.079
19 – 30	\$0.403 / \$0.273	\$0.263 / \$0.179	\$0.163 / \$0.111
31 +	\$0.453 / \$0.323	\$0.295 / \$0.211	\$0.183 / \$0.131

B. Residence MTS Regional Toll Rates

	Day <u>1st Min / Add'l Min</u>	Evening <u>1st Min / Add'l Min</u>	Weekend <u>1st Min / Add'l Min</u>
	\$0.383 / \$0.383	\$0.313 / \$0.313	\$0.113 / \$0.113

RATES AND CHARGES (Continued)
9. ClearPak Measured Business Plan

ClearPak Measured Business Plan offers business Customers the following rates:

	<u>Term Commitment</u>	
	<u>Two-Year</u>	<u>Three-Year</u>
Monthly recurring line charge:	\$22.00	\$20.60
Rate per minute for all regional toll, and long distance calls:	\$0.057	\$0.047
Rate per minute for all local usage:	\$0.044	\$0.040

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

ClearPak Measured Business Plan is not available to new subscribers as of January 1, 2009.

RATES AND CHARGES (Continued)

10. ClearPak Bundled Business Plan

ClearPak Bundled Business Plan offers business Customers the following rates:

	<u>Term Commitment</u>	
	<u>Two-Year</u>	<u>Three-Year</u>
Monthly recurring line charge:		
(Includes all local, intraLATA toll, and long distance calls)	\$53.00	\$46.60

Customers must sign a term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer. For long distance, only direct dial domestic calls are included in the unlimited offer. Usage for Toll Free Numbers is not included with this plan. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with an autodialer, call center or certain automated switching equipment. This service is available only to business customers and for voice use only. Broadview Networks reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in the Terms and Conditions.

ClearPak Bundled Business Plan is not available to new subscribers as of January 1, 2009.

RATES AND CHARGES (Continued)

11. Switched Business Long Distance Base Plan

Switched Business Long Distance Base Plan provides off-net business Customers long distance calling. Calls are billed in initial sixty second increments and additional thirty second increments.

Rate Per Minute	\$0.088
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12. Dedicated Business Long Distance Plan

Dedicated Business Long Distance Plan provides business Customers dedicated long distance calling. Services are provided through a T1 dedicated access circuit. Customer is responsible for all installation, facility and mileage charges. Dedicated Business Long Distance Plan includes a Monthly Usage Guarantee of \$250 per dedicated T1. Calls are billed in initial sixty second increments and additional thirty second increments.

	<u>2 Yr. Term</u>	<u>3 Yr. Term</u>
Nonrecurring Installation Charge	\$800.00	\$800.00
Monthly Recurring Charge	\$350.00	\$300.00
Monthly Minimum Usage Guarantee	\$250.00	\$250.00
Mileage Charge, Monthly Fixed	\$45.00	\$45.00
Mileage Charge, Monthly Per Mile	\$20.00	\$20.00
Rate per minute	\$0.078	\$0.073

RATES AND CHARGES (Continued)
13. ClearPak II Measured Business Plan

ClearPak II Measured Business Plan offers business Customers the following rates:

	<u>Term Commitment</u>	
	<u>Two-Year</u>	<u>Three-Year</u>
Monthly recurring line charge:		
- Rate Area A	\$18.00	\$16.50
- Rate Area B	\$20.00	\$18.60
- Rate Area C	\$26.25	\$25.00
Rate per minute for all regional toll, and long distance calls:	\$0.052	\$0.042
Rate per minute for all local usage:	\$0.039	\$0.035

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

RATES AND CHARGES (Continued)

14. ClearPak II Bundled Business Plan

ClearPak II Bundled Business Plan offers business Customers the following rates:

	<u>Term Commitment</u>	
	<u>Two-Year</u>	<u>Three-Year</u>
Monthly recurring line charge:		
(Includes all local, intraLATA toll, and long distance calls)		
- Rate Area A	\$38.00	\$36.50
- Rate Area B	\$40.00	\$38.60
- Rate Area C	\$46.25	\$45.00

Customers must sign a term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer. For long distance, only direct dial domestic calls are included in the unlimited offer. Usage for Toll Free Numbers is not included with this plan. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with an autodialer, call center or certain automated switching equipment. This service is available only to business customers and for voice use only. Broadview Networks reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in the Terms and Conditions.

RATES AND CHARGES (Continued)

15. ClearPak II Local Allowance Business Plan

ClearPak II Local Allowance Business Plan offers business Customers the following rates:

	<u>Term Commitment</u>	
	<u>Two-Year</u>	<u>Three-Year</u>
Monthly recurring line charge:		
(Includes 2,000 minutes of local and regional toll calling allowance)		
- Rate Area A	\$26.00	\$24.50
- Rate Area B	\$28.00	\$26.60
- Rate Area C	\$34.25	\$33.00
Rate per minute for all local and regional toll usage in excess of monthly allowance:	\$0.040	\$0.036
Rate per minute for all long distance calls:	\$0.053	\$0.043

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

16. Resale, On Net, Off Net, Mixed Account Classifications

	<u>Monthly Recurring Charge</u>
On Net, per line	\$2.00
Off Net, per line	\$6.50
Mixed, per line	\$6.50
Resale, per line	\$9.50

RATES AND CHARGES (Continued)

16. Broadspeed Voice T1

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
A. <u>Non-Recurring Charges:</u>			
Per DS1 Facility:			
Installation	\$800.00	\$800.00	\$800.00
Service Order	\$40.00	\$40.00	\$40.00
Change Order	\$40.00	\$40.00	\$40.00
Additional DID Number Blocks	\$5.00	\$5.00	\$5.00
Denied/Missed Site Survey Appointment, per Occurrence	\$99.00	\$99.00	\$99.00
Long Distance Acct. Codes, Per Account	\$25.00	\$25.00	\$25.00
B. <u>Monthly Recurring Charges (includes port, facility, trunks and 1st 20 DIDs):</u>			
DS1 Facility	\$656.50	\$456.50	\$406.50
DS1 Facility - Mileage Charge			
Fixed	\$50.00	\$50.00	\$50.00
Per Mile	\$5.00	\$5.00	\$5.00
Toll Free Numbers, each	\$10.00	\$10.00	\$10.00
Initial block of 20 numbers:	\$0.00	\$0.00	\$0.00
Each additional block of 20:	\$5.00	\$5.00	\$5.00

RATES AND CHARGES (Continued)

16. Broadband Voice T1 (Continued)B. Monthly Recurring Charges (Continued):

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Call Re-Direct	\$50.00	\$50.00	\$50.00
Measured Plan	\$35.00	\$35.00	\$35.00
10k Plan	\$160.00	\$140.00	\$125.00
25k Plan	\$425.00	\$385.00	\$375.00
50k Plan	\$705.00	\$625.00	\$575.00
100k Plan	\$1,020.00	\$915.00	\$815.00

C. Per Minute Charges

Local Calls

Per Minute	\$0.025	\$0.022	\$0.020
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IntraLATA/Long Distance Calls

Per Minute	\$0.052	\$0.036	\$0.031
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Toll Free Inbound Calls

Per Minute	\$0.052	\$0.036	\$0.031
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Local Calls - Overage

Per Minute	\$0.016	\$0.016	\$0.016
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IntraLATA/Long Distance Calls - Overage

Per Minute	\$0.052	\$0.036	\$0.031
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 RATES AND CHARGES (Continued)
17. Broadspeed PRI

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

RATES AND CHARGES (Continued)

17. Broadspeed PRI (Continued)B. Monthly Recurring Charges (includes port, facility, trunks and 1st 20 DID):

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Per PRI Facility	\$656.50	\$456.50	\$406.50
PRI Facility - Mileage Charge			
- Fixed	\$50.00	\$50.00	\$50.00
- Per Mile	\$5.00	\$5.00	\$5.00
Toll Free Numbers, each	\$10.00	\$10.00	\$10.00
Initial block of 20 numbers:	\$0.00	\$0.00	\$0.00
Each additional block of 20 numbers:	\$5.00	\$5.00	\$5.00
Caller ID With Name	\$100.00	\$100.00	\$100.00
Call Re-Direct	\$50.00	\$50.00	\$50.00
Measured Plan	\$35.00	\$35.00	\$35.00
10k Plan	\$160.00	\$140.00	\$125.00
25k Plan	\$425.00	\$385.00	\$375.00
50k Plan	\$705.00	\$625.00	\$575.00
100k Plan	\$1,020.00	\$915.00	\$815.00

RATES AND CHARGES (Continued)

17. Broadspeed PRI (Continued)C. Per Minute Charges

Local Calls

Per Minute	\$0.025	\$0.022	\$0.020
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IntraLATA/Long Distance Calls

Per Minute	\$0.052	\$0.036	\$0.031
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Toll Free Inbound Calls

Per Minute	\$0.052	\$0.036	\$0.031
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Local Calls - Overage

Per Minute	\$0.016	\$0.016	\$0.016
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IntraLATA/Long Distance Calls - Overage

Per Minute	\$0.052	\$0.036	\$0.031
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