FLORIDA TELECOMMUNICATIONS PRICE LIST

OF

BROADVIEW NETWORKS, INC.

27 Maiden Lane, 27th Floor, New York, NY 10038

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

This Price List contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Broadview Networks, Inc., within the State of Florida. This Price List is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 27 Maiden Lane, 27th Floor, New York, NY 10038.

Issued: Issued By:

TX655 - Price List No. 1 FPSC Scan Verified 4/24/2014 Ana Bataille, Manager - Regulatory Broadview Networks, Inc. 400 Horsham Road, Suite 130 Horsham, PA 19044 Effective Date:

CHECK SHEET

Sheets 1 through 87 inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

SHEET	REVISION	SHEET	REVISION
1	Original	26	Original
2	Third*	27	Original
3	Second	28	Original
4	Original	29	Original
5	Second	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	First
16	Original	41	First
17	Original	42	Original
18	Original	43	Original
19	Original	43.1	Original*
20	Original	44	Original
21	Original	45	Original
22	Original	46	Original
23	Original	47	First
24	Original	48	Original
25	Original	49	First
	-	50	First

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Broadview Networks, Inc. 1018 West 9th Ave. King Of Prussia, PA 19406

Replacing First Revised Sheet No. 3

CHECK SHEET, Continued

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51	First	76	First
52	Original	77	First
53	Original	78	First
54	Original	79	First
55	Second*	79.1	Original*
56	Second*	79.2	Original*
57	First	79.3	Original*
58	First	79.4	Original*
59	First	79.5	Original*
60	First	79.6	Original*
61	First	79.7	Original*
62	First	79.8	Original*
63	First	80	First
64	First	81	First
65	First	82	First
66	First	83	First
67	First	84	First
68	First	85	Original
69	First	86	First
70	First	87	Original
71	First	88	Original*
72	First	89	Original*
73	First		
74	First		
75	First		

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EXPLANATION OF SYMBOLS

- (D) To signify a deletion
- (I) To signify a rate increase
- (M) To signify that item has been moved from another location in the price list
- (N) To signify a new rate or regulation
- (R) To signify a rate reduction
- (T) To signify a change in text but no change in rate or regulation

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PRICE LIST FORMAT

- Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. A. Sheets are numbered sequentially However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
 - 2. 2.1. 2.1.1 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(I).

2.1.1.A.1.(a).I.(I).(1).

D. Check Sheets - When a price list filing is made with the Commission, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the sheets contained in the Price List with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The price list user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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APPLICATION OF PRICE LIST

This Price List contains the rates applicable to the provision of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Florida.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Alternate Routing ("AR")

Allows E911 calls to be routed to a designated alternate location if: (1) all E911 exchange lines to the primary PSAP (See definition of PSAP below.) are busy; or (2) the primary PSAP closes down for a period (night service).

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Location Identification ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

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Business Service:

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

Called Station

The terminating point of a call (i.e., the called number).

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

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Central Office Line

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

Change:

Includes the rearrangement or reclassification of existing service at the same location.

Channel

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

Channel Conversion

The termination of 1.544. Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

Channel Service Unit ("CSU")

The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

Commission

Florida Public Service Commission

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Communications Systems

Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or telephone company stations, even when not connected to exchange and message toll communications service.

Company:

Broadview Networks, Inc.

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with price list regulation.

Customer Premises Equipment ("CPE")

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

Dedicated Access

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

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Default Routing ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

Demarcation Point

The physical dividing point between the Company's network and the Customer.

Digital

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Direct Inward Dial ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

Direct Outward Dial ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

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Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Dual Tone Multi-Frequency ("DTMF")

The pulse type employed by tone dial station sets (touch tone).

Emergency Service Number ("ESN")

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

E911 Customer

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

E911 Service Area

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

Error

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

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Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Exchange Access Line

A central office line furnished for direct or indirect access to the exchange system.

Exchange Service

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Ground Start

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

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Handicapped Person

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 No. 126 dated June 30, 1970).

Legally Blind – a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped – a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped – a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

Holidays:

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

Hunting:

Routes a call to an idle station line in a prearranged group when the called station is busy.

Incoming Service Group

Two or more central office lines arranged so that a call to the first line is completed to a succeeding line in the group when the first line is in use.

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ISDN

ISDN provides integrated voice and/or data communications capability for transmission of voice and/or data and packet switched data signals on an incoming and outgoing basis over a single line.

Interface

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interoffice Mileage

The segment of a line which extends between the central offices serving the originating and terminating points.

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

Kbps

Kilobits per second, denotes thousands of bits per second.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

Leased Channel

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

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Link

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

Local Call

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Service

Telephone exchange service within a local calling area.

Loop Start

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

Loops

Segments of a line which extend from the serving central office to the originating and to the terminating point.

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Message Rate Service

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Multi-Frequency ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

Multiline Hunt

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

Network Control Signaling Unit

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

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Node

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

PBX

A private branch exchange.

Port

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Private Branch Exchange Service

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

Public Safety Answering Point ("PSAP")

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

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Rate Center

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Referral Periods

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

Same Premises

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Selective Routing ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

Serving Central Office

The central office from which local service is furnished.

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Sharing

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

Station

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Subscriber

See "Customer" definition.

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Two Way

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.2. Company offers resold and facilities-based telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 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. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Price List.
- 2.2.2. 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.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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2.2. LIMITATIONS, Continued

- Prior written permission from the Company is required before any assignment or 2.2.4. transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until this indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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- 2.3. USE, Continued
- 2.3.5. Recording of telephone conversations of service provided by the Company under this Price List is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.
- 2.3.9 The Company provides its facilities-based services via the Unbundled Network Element Platform (UNE-P). Accordingly, the quality of service, including service installation, repair and grade of service, provided to the Company's end users will be equal to that received from the Company's underlying carrier.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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2.4. LIABILITIES OF THE COMPANY, Continued

- Company is not liable for any act or omission of any other company or companies 2.4.2. furnishing a portion of the service.
- Company shall be indemnified and held harmless by the Customer against: 2.4.3.
 - Α. 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 wit apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, 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 be 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.

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2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Price List to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, 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, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. 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.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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2.4. LIABILITIES OF THE COMPANY, Continued

2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.

2.4.11. With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, 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:

 (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company 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 Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, 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 Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- C. Access to 911 will be maintained during temporary disconnection for nonpayment of a residential subscriber's local service.

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2.4. LIABILITIES OF THE COMPANY, Continued

- In the absence of gross negligence or willful misconduct, no liability for damages 2.4.12. arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.13. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- As part of providing any private listing or semi-private listing services, the Company 2.4.14. will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.15. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Price List, the Customer agrees to the release of such information under the above provision.
- 2.4.16. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Price List. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

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2.5. EQUIPMENT AND FACILITIES

- 2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Price List, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Price List. Beyond this responsibility, the Company will not be responsible for:
 - A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance 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.

2.6. CUSTOMER RESPONSIBILITIES

- 2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this Price List.

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2.6. CUSTOMER RESPONSIBILITIES, Continued

2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.7. INTERRUPTION OF SERVICE

- 2.7.1. 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.
- 2.7.2. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: Credit – (A/720) X B

A – outage time in hours

B – total monthly charge for affected utility

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2.8. RESTORATION OF SERVICE

- 2.8.1. 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 on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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2.10. ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.11. PAYMENTS AND BILLING

- 2.11.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days' notice.
- 2.11.2. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.11.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.

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2.11. PAYMENTS AND BILLING, Continued

- 2.11.4. Billing disputes should be addressed to Company's Customer service organization via a toll-free telephone number. Customer service representatives are available from 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Messages may be left for Customer services from 6:00 p.m. to 7:59 a.m. Eastern Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service.
- 2.11.5. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
 - A. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission's Division of Consumer Affairs for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission Division of Consumer Affairs 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Telephone number:

904.413.6100

Toll free number:

800.342.3552

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2.12. CANCELLATION BY CUSTOMER

- 2.12.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
 - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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2.13. CANCELLATION BY COMPANY

- 2.13.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:
 - A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
 - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
 - D. For unlawful use of the service or use of the service for unlawful purposes; or
 - E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.13.2. Company may discontinue service according to the following conditions upon ten (10) days' written notice:
 - A. For violation of Company's filed price lists and/or tariffs; or
 - B. For the non-payment of any proper charge as provided by Company's Price List; or
 - C. For Customer's breach of the contract for service between the Company and Customer; or
 - D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. **CANCELLATION BY COMPANY, Continued**

- 2.13.3. Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
 - The use of facilities or service of the Company without payment of price list A. charges;
 - B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
 - C. The use of profane or obscene language;
 - D. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls:
- 2.13.4. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.13.5. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.14. ADVANCED PAYMENTS AND DEPOSITS

The Company does not require an advanced payment or deposit from the Customer, but reserves the right to collect advanced payments and deposits, as necessary.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. INTERCONNECTION

- 2.15.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs or price lists. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. FULL FORCE AND EFFECT

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

2.17. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

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SECTION 3 – SERVICE DESCRIPTIONS AND RATES

3.1. SCHEDULE OF CHARGES FOR CONNECTING OR CHANGING SERVICE

3.1.1. Rates and Charges

All work will have two associated charges. One will be the Line Connection or Line Change charge, and the other will be the Secondary Service Charge for receiving, recording, and processing customer requests.

A. Line Connection Charge

Applies per exchange access line, trunk, or per Network Access Register ("NAR") for ESSX-1.

		Residence	Business
(a)	First Line (per Customer request)	\$46.00 (I)	\$63.50 (I)
(b)	Additional Line (each)	\$14.50 (I)	\$12.05 (I)

B. Line Change Charge

Applies per exchange access line, trunk, or per NAR for ESSX-1.

		Residence	Business
(a)	First Line (per Customer request)	\$30.00 (I)	\$46.00 (I)
(b)	Additional Line (each)	\$15.00 (I)	\$11.00 (I)

C. Secondary Service Charge

Applies per Customer request.

		Residence	Business
(a)	Each	\$10.00 (I)	\$19.00 (I)

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Steve Bogdan - Director, Regulatory & Compliance

- 3.1. SCHEDULE OF CHARGES FOR CONNECTING OR CHANGING SERVICE,
 Continued
- 3.1.1. Rates and Charges, Continued
 - D. Premises Work Charge
 - 1. First 15-minute increment or fraction thereof.

		Residence	Business
(a)	Per increment	\$26.00 (I)	\$30.00 (I)

2. Each additional 15-minute increment or fraction thereof.

		Residence	Business
(a)	Per increment	\$9.00	\$9.00

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3.2. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES

3.2.1. Additional Engineering

A. Definition and Application

1. Additional engineering is that engineering or engineering consultation requested by the Customer as described in a. through c. following. The Company will notify the Customer in writing that additional engineering charges as specified in B. following, will apply before any additional engineering is undertaken.

(a) Engineering Consultation

Engineering consultation is the securing of technical advice from the Company by the Customer not in connection with a specific order, and situations in which the Customer requests the Company to provide information or to perform a function which will entail additional engineering by the Company. This does not include inquiries of a short duration where no significant engineering time is required or inquiries associated with Customer service forecasts.

(b) Expedited Engineering

Expedited engineering is that time required to meet a Customer request for a less than normal engineering design interval.

c) Engineering of Connections with Other Telephone Companies Engineering of connections with other telephone companies, if not Concurring Carriers, is the engineering activity of contacting, coordinating and designing with another telephone company, portions of facilities which connect to facilities provided by another telephone company.

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3.2. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES, Continued

3.2.1. Additional Engineering

- B. Charges for Additional Engineering
 - 1. Engineering Consultation, Expedited Engineering and Engineering of Connections with other telephone companies (if not Concurring Carriers)

		First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(a)	Basic Rate	\$66.00	\$39.79
(b)	Overtime rate, outside of normal business hours	\$73.41	\$47.20

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3.2. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES, Continued

3.2.2 Dispatch Charge

A Dispatch Charge will apply, if as a result of an end user's actions, the Company cannot complete requested work activity when 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

Per Occurrence - \$149.00

3.2.3 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 there is no trouble found with the Company facilities or 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.

Normal Business Hours (Monday – Friday 8:00 am – 5:00 pm) \$300.00 per hour. Customer billed minimum of one hour and half hour increments thereafter. Charges are per technician, plus materials.

Outside Normal Business Hours

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

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3.3. REGULATIONS APPLICABLE TO DIRECTORY LISTINGS

3.3.1. General

- A. The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying Customer's telephone number and as an aid to the use of telephone service.
- B. The listings of Customers, either without charge or at the rate specified herein for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by Customers or prospective Customers, the Company will not be a party to controversies between Customers as a result of the publication of such listings in its directories.
- C. Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of company records and its directories, confuse individuals using the directory, or when the Customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- D. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the Customer is not impaired thereby.
- E. Liability of the Company due to directory errors and omissions is as specified in Section 2 of this Price List.

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3.3. REGULATIONS APPLICABLE TO DIRECTORY LISTINGS, Continued

3.3.2. Business Listing

Generally, a business listing consists of a name or dual name, a designation descriptive of the Customer's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

3.3.3. Residential Listing

Generally, a residence listing consists of a surname, given name or dual name, and/or initials, the address, and the telephone number. When a single name listing is requested by the Customer, the Company may require satisfactory evidence as to the validity of the requested name. The main listing is ordinarily the name of the individual who subscribes for the service, but the listing may be in the name of a second party residing at the address where service is provided if so designated by the Customer.

3.3.4. Non-Published (Private) Listing

A. General

A non-published listing is not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of a calling party. However, when a call is placed from a telephone number associated with a non-published listing, the name and/or number may be disclosed if the called party has the necessary equipment for receiving and/or disclosing incoming names and/or telephone numbers.

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3.3. REGULATIONS APPLICABLE TO DIRECTORY LISTINGS, Continued

3.3.4. Non-Published (Private) Listing, Continued

- B. An incoming call to a Customer with a non-published listing will be completed by the Company only when the calling party places the call by number. The Company will not connect a call to a non-published Customer on behalf of another caller when the caller does not furnish the non-published number to the Company. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to furnish a non-published telephone number does not create any relationship or obligation, direct or indirect, to any person other than the Customer.
- C. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published telephone number in the directory or disclosing said number to any person shall attach to the Company. Where a non-published listing is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing, and at the Customer's request, the Company will change the non-published telephone number at no charge to the Customer. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published listing or the disclosing of said listing information to any person.
- D. Telephone numbers transmitted via Caller ID are intended solely for the use of the Caller ID Customer. Resale of this information is prohibited.
- E. The telephone number, name and address of the Customer may be disclosed in connection with E911 service, whether such service is provided by the Company or any other person. The Customer waives any privacy interests in his telephone number, name and address in connection with E911 service.

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3.3. REGULATIONS APPLICABLE TO DIRECTORY LISTINGS, Continued

3.3.4. Non-Published (Private) Listing, Continued

F. For accounting purposes, the telephone number, name, and address of a Customer with a non-published listing will be provided to the Long Distance Carrier(s) which furnishes the Customer long distance message telecommunications service.

3.3.5. Rate Application

A. Non-published listing

1. Where charge applies

Monthly Rate	Residence	Business
Each	\$3.65 (I)	\$5.25 (I)

2. Where charge does not apply:

- (a) Service used primarily by a certified hearing/speech impaired person;
- (b) Additional service furnished to the same Customer who has other service listed in the directory in the same name at the same address;
- (c) Additional service furnished to the same Customer who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange;
- (d) Service to a Customer living in a hotel, hospital, retirement complex, apartment, boarding house or club if the Customer is listed under the telephone number of the PBX, or CENTREX Type Services furnished to such establishments; or
- (e) Temporary service.

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3.3. REGULATIONS APPLICABLE TO DIRECTORY LISTINGS, Continued

3.3.6. Non-Listed (Semiprivate) Listing

- A. A non-listed listing is not listed in the alphabetical section of the Company's directory, but is maintained on directory assistance records and will be furnished upon the request of a calling party.
- B. The acceptance by the Company of the Customer's request to furnish a non-listed listing does not create any relationship or obligation, direct or indirect, to any person other than the Customer.
- C. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-listed telephone number in the directory shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-listed listing. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed listing.
- D. Telephone numbers transmitted via Caller ID are intended solely for the use of the Caller ID Customer. Resale of this information is prohibited.
- E. The telephone number, name and address of the Customer may be disclosed in connection with E911 service, whether such service is provided by the Company or any other person. The Customer waives any privacy interests in his telephone number, name and address in connection with E911 service.

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3.3. REGULATIONS APPLICABLE TO DIRECTORY LISTINGS, Continued

3.3.6. Non-Listed (Semiprivate) Listing, Continued

A. Non-listed listing

1. Where charge applies

Monthly Rate	Residence	Business
Each	\$1.80 (I)	\$3.20 (I)

- 2. Where charge does not apply:
 - (a) Service used primarily by a certified hearing/speech impaired person;
 - (b) Additional service furnished to the same Customer who has other service listed in the directory in the same name at the same address;
 - (c) Additional service furnished to the same Customer who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange;
 - (d) Service to a Customer living in a hotel, hospital, retirement complex, apartment, boarding house or club if the Customer is listed under the telephone number of the PBX, or Centrex Type Services furnished to such establishments; or.
 - (e) Temporary Service.

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3.3. REGULATIONS APPLICABLE TO DIRECTORY LISTINGS, Continued

3.3.7. Additional Listing

A. General

- 1. The Customer to the service assumes responsibility for all charges for additional listings associated with his service. Listing charges date from the day the directory assistance records are posted.
- 2. Listing charges are automatically discontinued upon termination of the service or upon the removal of the listing.

B. Business Additional Listing

1. A business additional listing may be furnished in other names, when in the sole judgment of the Company the Customer's service is not being resold. This service is available to Telephone Answering Service.

2. Rate Application

(a) Business

	each	\$2.10 (I)	
(b)	800 Service		(N)
	each	\$1.20	(N)

Monthly Rate

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

- 3.3. REGULATIONS APPLICABLE TO DIRECTORY LISTINGS, Continued
- 3.3.7. Additional Listing, Continued
 - C. Residence Additional Listing
 - 1. A residence additional listing may be furnished in the names of relatives, including those by marriage, domestic employees of the Customer, or other persons residing in the Customer's home who are recognized as a part of the Customer's domestic establishment.
 - 2. Rate Application

Residence

Monthly Rate

each

\$1.20 (I)

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LOCAL EXCHANGE SERVICE 3.4.

General 3.4.1.

- Α. Local Exchange Service provides for telephonic connection to, and a unique telephone number address on, the public switched telecommunications network. Local exchange service enables users to place and receive calls from other stations on the public switched telephone network, access other services offered by Company, access certain interstate and international services offered by Company, access operator and directory assistance services, and access emergency services by dialing 0- or 9-1-1.
- B. Local exchange service requires a business or residence basic access line. Residence access lines may include an allowance for calls for which there are no usage charges. One listing in the alphabetical directory is included.
- Basic local exchange service as offered in this Price List, is comprised of C. exchange access lines defined as follows:
 - 1. Exchange Access Line – The serving central office line equipment and all the Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.
 - 2. Exchange access lines are subject to the nonrecurring charges specified in this Price List.
 - 3. Rates for basic local exchange service are applied on the basis of statewide groupings according to the total number of exchange access lines, PBX trunks and network access registers in the local calling area excluding the Extended Calling Service exchanges.

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.1. General, Continued

4. The rates for service and equipment not specifically shown in this section are presented in other sections of this Price List.

3.4.2. Statewide Rate Groups

The statewide rate schedules in this Price List section are applicable to exchange access lines. The groupings are based on exchange access lines, PBX trunks and network access registers in the local calling areas. These groupings exclude exchange access lines in the Extended Calling Service additional exchanges or in the expanded local calling area of any other service in this Price List.

Group	Total Exchange Access Lines and PBX Trunks-Upper Limits
1	2,000
2	7,000
3	22,000
4	55,000
5	120,000
6	195,000
7	280,000
8	375,000
9	450,000
10	550,000
11	700,000

Unlimited

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.3. Local Calling Area Exchanges

- A. The rates specified in this Section entitle Customers to access all exchange access lines bearing the central office designations of the Customer's exchange and all exchange access lines bearing the central office designations of additional exchanges in the Extended Area Service ("EAS") and Extended Calling Service ("ECS").
- B. The Company concurs with the local calling exchanges and local calling scopes in the Incumbent Local Exchange Carriers' tariffs for the provision of local exchange service in the State of Florida. Exchange Areas for all Customers whose premises are located in the ILEC's territory will be the same as the ILEC's service areas except where noted by service or rate element. Local calling scopes, including Extended Area Service ("EAS") and Extended Calling Service ("ECS") will be the same as the ILEC's service areas except where noted by service or rate element.
- C. The Company concurs with the Incumbent Local Exchange Carriers' local exchange maps reflecting base rate areas, exchange area, and LATA boundaries which are part of their local exchange tariff(s).

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.4. Flat Rate Service

A. Monthly Rates

- 1. The rates specified herein entitle subscribers to an unlimited number of messages to all exchange access lines bearing the designation of central offices within the serving exchange and extended area service additional exchanges or portions of exchanges as shown in Section 3.4.3. of this Price List.
- 2. See Section 4 for a listing of rate groups.
- 3. Residence and Business Exchange Access Line Rates
 - (a) Residence Service
 - (i) Rate Groups 1 6, Individual Service

(ii) Rate Groups 7 – 12, Individual Service

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3.4. LOCAL EXCHANGE SERVICE, Continued

- 3.4.4. Flat Rate Service, Continued
 - A. Monthly Rates, Continued
 - 3. Residence and Business Exchange Access Line Rates, Continued
 - (b) Business Service
 - (i) Rate Groups 1 6, Individual Service

•		Grou	ıp			
1	2	3	4	5	6	
\$34.89	\$34.89	\$34.89	\$34.89	\$34.89	\$34.89	(I)

(ii) Rate Groups 7 - 12, Individual Service

		Grou	τh			
7	. 8	9	10	11	12	
\$36.75	\$36.75	\$36.75	\$36.75	\$36.75	\$36.75	(I)

(iii) Rate Groups 1 – 6, Multi-line Service (I)

Group						
1	2	3	4	5	6	
\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	

(iv) Rate Groups 7 – 12, Multi-line Service

		Grou	ι p		
7	8	9	10	11	12
\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00

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- 3.4. LOCAL EXCHANGE SERVICE, Continued
- 3.4.5. PBX Trunks
 - A. Flat Rate Service
 - 1. Monthly Rates Rate Groups 1-6

Group

1 2 3 4 5 6 \$33.66 \$35.36 \$37.23 \$38.93 \$40.55 \$42.33 (I)

2. Monthly Rates – Rate Groups 7-12

Group

7 8 9 10 11 12 \$43.78 \$45.22 \$46.58 \$47.60 \$48.62 \$49.47 (I)

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.6. Direct Inward Dialing (DID)

A.	Non-recurring charges		(I)
	First group of 20 numbers	\$915.00	
	Each additional group of 20 numbers	\$15.00	
	Automatic Intercept Service, per number	\$16.00	
B.	Monthly charges		
	First group of 20 numbers	\$5.00	
	Each additional group of 20 numbers	\$5.00	
	Multifrequency Pulsing Option	\$9.00	ı
	Dual Tone Multifrequency Pulsing Option	\$9.00	(I)

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.7. DID Trunk Termination

A. Non-recurring charges

	Each inward only trunk	\$90.00	(I)
	Each combination trunk with call transfer	\$250.00	
B.	Monthly charges		
	Each inward only trunk	\$26.00	
	Each combination trunk with call transfer	\$54.00	(I)

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\$6.50

(I)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.8. Identified Outward Dialing From PBX Trunks

A. Nonrecurring charges

51 trunks or more

	First 10 trunks	\$500.00 (1)
	11-50 trunks	\$50.00
	51 trunks or more	\$20.00
	Basic termination charge, 1-50 trunks	\$650.00
	Basic termination charge, 51 trunks or more	\$165.00
B.	Monthly charges	
	First 10 trunks	\$260.00
	11-50 trunks	\$26.00

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3.4. LOCAL EXCHANGE SERVICE, Continued

- 3.4.9. Rotary Hunting Service
 - A. Flat rate per line or PBX trunk
 - 1. Residential service
 - a. Rate groups 1-6, monthly rates

Group						
1	2	3	4	5	6	
\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	(I)

b. Rate groups 7-12, monthly rates

		Gro	up			
7	8	9	10	11	12	
\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	(I)

c. Nonrecurring fee, all rate groups \$46.00 (I)

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- 3.4. LOCAL EXCHANGE SERVICE, Continued
- 3.4.9. Rotary Hunting Service, Continued
 - A. Flat rate per line or PBX trunk, Continued
 - 2. Business service
 - a. Rate groups 1-6, monthly rates

	Group						
1	2	3	4	5	6		
\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	(I)	

b. Rate groups 7-12, monthly rates

c. Nonrecurring fee, all rate groups \$46.00 (I)

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.9.



(I)

2. Business service

a. Rate groups 1-6, monthly rates

Group

b. Rate groups 7-12, monthly rates

Group						
7	8	9	10	11	12	
\$9.33	\$9.60	\$9.86	\$10.00	\$10.00	\$10.00	(I)

c. Nonrecurring fee, all rate groups

\$46.00

d. Message rate services has an allowance of 75 calls. Calls in excess of the allowance are billed at \$0.108 per call.

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.10 Features

A. Residential service

1. Monthly charges

	Call forwarding variable		\$7.00	(I)
	Three-way calling		\$7.00	1
	Call waiting		\$7.50	
	Speed calling – 8		\$7.00	
	Speed calling – 30		\$5.95	
	Call forwarding busy line		\$2.00	
	Call forwarding don't answe	r	\$2.00	
	Customer control - CF busy	line	\$3.50	
	Customer control - CF don't	answer	\$4.00	
	Call forwarding busy line mu	altipath	\$3.00	
	Call forwarding don't answe	r multipath	\$3.00	
	Call forwarding variable mul	ltipath	\$4.00	
	Remote access - call forward	ding	\$8.00	
	Call waiting deluxe		\$8.50	
	Call forwarding - don't answ	ver ring control	\$2.00	
	Three way calling with trans	fer	\$6.95	(I)
	Remote call forwarding		\$10.80	
	Distinctive ring * (T)	\$6.00	(I)
	Distinctive ring ** (T	•	\$7.00	Ì
2.	Nonrecurring charge, per fea	ture	\$10.00	(I)

** provides two additional phone numbers with distinctive ringing

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^{*} provides one additional phone number with distinctive ringing

3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.10 Features, Continued

B. Business service

1. Monthly charges

Call forwarding variable, per line	\$7.95	(I)
Call forwarding variable, per trunk	\$8.00	Ï
Three-way calling	\$7.95	
Call waiting	\$7.95	
Speed calling – 8, per line	\$6.95	
Speed calling – 8, per trunk	\$6.95	
Speed calling – 30, per line	\$7.00	
Speed calling – 30, per trunk	\$7.00	
Call forwarding busy line	\$5.00	
Call forwarding don't answer	\$5.00	
Customer control – CF busy line	\$8.00	
Customer control – CF don't' answer	\$8.00	
Call forwarding busy line multipath	\$5.00	.
Call forwarding don't answer multipath	\$5.00	ı
Call forwarding variable multipath	\$7.00	(I)
Remote access – call forwarding	\$7.95	(D)
Call forwarding – don't answer ring control	\$5.00	(I)
Three way calling with transfer	\$7.95	(I)
Remote call forwarding	\$14.40	
Distinctive ring (T)	\$10.00	(I)
Distinctive ring (T)	\$12.00	
Nonrecurring charge, per feature	\$19.00	(I)

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.11 Class Service

(T)

A. Residential service

	Nonrecurring Charge	Monthly Charge	
Call return			
Per Activation	\$2.00		(I)
Repeat dialing		40.00	
Per Line		\$8.00	
Per Activation	\$2.00		
Call selector			
Per Line		\$7.00	
Preferred call forwarding			
Per Line		\$5.95	
Call block			
Per Line		\$7.00	
Call trace			
Per Line		\$7.00	
Per Successful Trace	\$3.50		
Caller ID – basic			
Per Line		\$8.99	(I)
Caller ID – deluxe			
Per Line		\$7.16	
Anonymous call rejection (ACR)		\$9.99	(I)
Per Line			
Nonrecurring charges, per feature		\$10.00	(I)

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.11 Class Service

(T)

B. Business service

	Nonrecurring Charge	Monthly Charge	
Call return			
Per Activation	\$2.00	\$8.00	(I)
Repeat dialing			- 1
Per Line		\$7.00	
Per Activation	\$2.00		
Call selector			
Per Line		\$6.00	•
Preferred call forwarding			
Per Line		\$6.00	
Call block			
Per Line		\$7.00	
Call trace			
Per Line		\$6.50	
Per Successful Trace	\$3.50		
Caller ID – basic			
Per Line		\$11.00	
Caller ID – deluxe		\$14.00	
Per Line			
Anonymous call rejection (ACR)		\$4.00	
Per Line			
Enhanced caller ID with ACR			
Per Line		\$17.00	
Enhanced caller ID with call manage	ement		
Per Line		\$17.00	
Nonrecurring charge, per feature		\$19.00	(I)

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.12. RESERVED FOR FUTURE USE

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3.4.	LOCAL	EXCHANGE	SERVICE.	Continued
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3.4.12. RESERVED FOR FUTURE USE

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.12. RESERVED FOR FUTURE USE

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.12. RESERVED FOR FUTURE USE

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3.4.	LOCAL	EXCHANGE	SERVICE.	Continued

3.4.12. RESERVED FOR FUTURE USE

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3.4. I	LOCAL	EXCHANGE	SERVICE.	Continued
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3.4.12. RESERVED FOR FUTURE USE

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3.4.12. RESERVED FOR FUTURE USE

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3.4. LOCAL EXCHANGE SERVICE, Continued

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3.4. LOCAL EXCHANGE SERVICE, Continu	3.4.	.4.	LOCAL EXCHANGE SE	RVICE,	Continue
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3.4.12. RESERVED FOR FUTURE USE

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3.4. LOCAL EXCHANGE SERVICE, Continued

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.12. RESERVED FOR FUTURE USE

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3.4. LOCAL EXCHANGE SERVICE, Continu

3.4.13 RESERVED FOR FUTURE USE

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.14 Broadspeed PRI

a. Description

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

Broadspeed Primary Rate Interface (PRI) provides local exchange access loop services such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), and business dial tone lines. It can also be used as loop transport for circuit data applications. Broadspeed PRI is provisioned on the 1.544 megabits per second (Mbps) bandwidth and uses ISDN architecture of 23 B or bearer channels and 1 D or data channel, or 24 B channels to provide the customer with the capabilities of a simultaneous access, transmission, and switching of voice, data and video applications via channelized transport.

Customers are given the opportunity to subscribe to the Company's services for 1 year, 2 year or 3 year terms. If the Customer discontinues its term commitment prior to the expiration of the agreed upon contract, the termination liability will be equal to the monthly charge multiplied by the number of months remaining on the contract. All Customers agree to meet and will be billed a minimum of \$150.00 in monthly calling volumes, including local service, intraLATA toll, interstate and international long distance calling for each Broadspeed PRI service.

(N)

(N)

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.14 Broadspeed PRI (Cont'd.)

b. Features

Broadspeed PRI offers the following feature functionalities:

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

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.14 Broadspeed PRI (Cont'd.)

c. Non-Recurring Charges

<u>Installation</u>: A non-recurring Installation charge is applicable for each Broadspeed PRI facility. Billing will commence at the earlier of: 1) the date on which installation is complete and services are turned up; or 2) fifteen days after written notification to Customer of the Company's readiness to schedule service turn up.

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

<u>Change Order</u>: A non-recurring Change Order charge is applicable for each Broadspeed PRI facility where after initial installation, the Customer requests changing telecommunications services associated with Broadspeed PRI.

d. Monthly Recurring Charges

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

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

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.14 Broadspeed PRI (Cont'd.)

d. Monthly Recurring Charges (Cont'd)

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

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

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

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

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

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

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

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.14 Broadspeed PRI (Cont'd.)

e. Local Calls

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

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

f. IntraLATA Toll Calls

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

g. Long Distance Calls

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

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3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.14 Broadspeed PRI (Cont'd.)

h.

(N)

Rates Non-Recurring Charges:		One Year Term	Two Year <u>Term</u>	Three Year <u>Term</u>
Per PR	I:			
	Installation	\$850.00	\$850.00	\$850.00
	Service Order	\$40.00	\$40.00	\$40.00
	Change Order	\$40.00	\$40.00	\$40.00
Denied/Missed Site Survey				
	Appointment, per Occurrence	\$99.00	\$99.00	\$99.00
Long Distance Account				
	Codes, per Acct	\$25:00	\$25.00	\$25.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.14 Broadspeed PRI (Cont'd.)

h. Rates (cont'd)

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

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.4. LOCAL EXCHANGE SERVICE, Continued

3.4.14 Broadspeed PRI (Cont'd.)

J.

h. Rates (cont'd)

	One YearTerm	Two Year Term	Three Year Term	
Per Minute Charges				
Local Calls				
Per Minute	\$0.020	\$0.017	\$0.015	
IntraLATA/Long Distance Ca	alls			
Per Minute	\$0.045	\$0.029	\$0.024	
Toll Free Inbound Calls				
Per Minute	\$0.045	\$0.029	\$0.024	
Local Calls - Overage				
Per Minute	\$0.045	\$0.029	\$0.024	
IntraLATA/Long Distance Calls - Overage				
Per Minute	\$0.045	\$0.029	\$0.024	(N)

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3.5. INTRALATA/MESSAGE TELECOMMUNICATIONS SERVICE (MTS)

3.5.1 Calling card rates

		Per minute rate	
	<u>Day</u>	Evening	Night/weekend
Residential customers	\$0.25 (R)	\$0.25 (I)	\$0.25 (I)
Business customers	\$0.25 (I)	\$0.25 (I)	\$0.25 (I)

3.6. DIRECTORY ASSISTANCE SERVICE

3.6.1. Resold Directory Assistance – General

The Company furnishes a Directory Assistance Service for the purpose of aiding subscribers in obtaining telephone numbers.

3.6.1.1. Rates and Charges

- A. Local Directory Assistance request of a telephone number (maximum of two (2) requests per call.)
 - 1. Within the Company's local calling area for the originating line

		Nate	
	Per Call	\$1.50	(I)
2.	Outside the Company's local and LATA/NPA serving areas for the originating line		
	Per Call	\$1.80	(I)

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- 3.6. DIRECTORY ASSISTANCE SERVICE, Continued
- 3.6.1. Resold Directory Assistance General, Continued
- 3.6.1.1. Rates and Charges, Continued
 - B. Toll Directory Assistance
 - 1. Outside local calling area but within the Company's LATA/NPA serving area for originating line

Per Call \$1.50 (I)

2. Outside local calling area and LATA/NPA for originating line

Per Call \$1.80 (I)

- C. No charge applies for the first two (2) calls per month requesting telephone numbers for lines located within the Company's local calling area for the originating line per individual line. The allowance is cumulative for all group billed services furnished to the same subscriber.
- D. Customers who have applied for and received Company certification as being unable to use a telephone directory due to a visual or physical disability which can be confirmed by a physician, appropriate group, or agency are exempt from charges for Directory Assistance calls when requesting telephone numbers of lines located within the Company's local calling area for the originating line. Written confirmation must be provided to the Company for this exemption to apply. Application procedures may be obtained by calling the local business office. This exemption is applicable exclusively to calls made by the individual from their line, or in the case of a business employing disabled person(s), from the line assigned to that individual(s). Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of the exemption could result in its removal.

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3.7. OPERATOR ASSISTANCE CHARGES

3.7.1. Resold Local Operator Assistance Charges

- A. All types of local exchange service have local calling areas as specified in Section 3.4.3 of this Price List which are the areas that can be called on a flat rate basis (no charge for individual calls), on a local coin call rate basis, on a Message rate basis (calls charged for as Message units), or on a measured service basis.
- B. Local dial call: The call must be dialed and completed without the assistance of a Company operator and must be billed to the originating telephone when a charge is applicable.
- C. The following service charges for operator assisted local calls apply in addition to the local dial rate applicable. The same rates apply to both business and residential customers.

1. Billing Surcharges

		Charge	
(a)	Station-to-Station customer dialed calling card (credit card) calls, each	\$1.00	(I)
(b)	Station-to-station operator assisted sent paid, collect, third number and non-customer- dialed credit card calls, each	\$2.00	
(c)	Person-to-person operator assisted calls, each	\$3.50	
(d)	Busy line verification, per verification	\$4.50	
(e)	Busy line interrupt	\$9.00	(I)

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Nonrecurring

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3.7. OPERATOR ASSISTANCE CHARGES, Continued

- 3.7.1. Resold Operator Assistance Charges, Continued
 - Operator Dialed Surcharge*

Nonrecurring Charge

(a) Station-to-station operator assisted or person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number, each

\$1.25

(I)

- * An Operator Dialed Surcharge is in addition to any applicable Billing Surcharge.
- D. In addition to applicable service charge(s), each local non-sent paid call originating from a payphone provider line and utilizing the Company's operator handling services will be rated at \$.50.
- E. The following Operator Assisted Local Calls are exempted from the service charge:
 - 1. Calls to designated Company numbers for official telephone business.
 - 2. Emergency calls to recognizable authorized civil agencies.
 - 3. Those cases where a Company operator provides assistance to:
 - (a) Reestablish a call which has been interrupted after the called number has been reached.

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3.7. OPERATOR ASSISTANCE CHARGES, Continued

3.7.1. Resold Operator Assistance Charges, Continued

- (b) Reach the called telephone number where facility problems prevent customer dial completion.
- (c) Place a non-coin, sent-paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of his handicap.

3.7.2. IntraLATA Local Operator Assistance Charges

Charges are the same as those listed in Section 3.6.1, with the exception of the following:

Busy Line Verification \$4.50 (I)
Busy Line Interrupt \$9.00 (I)

3.7.3. Operator Assisted Premium Plan

- A. A premium is defined as a commission applicable to surcharge revenue associated with local operator assisted call requests sent to the Company by the customer. Such premiums may be payable to subscribing customers based on the Company's surcharge revenue generated by said calls. These calls must:
 - 1. originate from a telephone line associated with the Customer's account,
 - 2. originate and terminate in the same Basic Local Calling Area,
 - 3. be carried and completed by the Company via Company facilities and
 - 4. be billed by the Company.

In the event the Company billing records used to determine the premiums are destroyed or lost, the Company shall not be liable for payments of premiums on such lost data.

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3.8. SPECIAL RATES FOR THE HANDICAPPED

3.8.1. Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing Price List rates for every call in excess of fifty (50) within a billing cycle.

3.8.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

3.8.3. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by fifty (50) percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted to sixty (60) percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

3.9. **TAXES**

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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3.10. RESERVED FOR FUTURE USE

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3.11. UNCERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida PSC to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

3.12. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

3.13. INDIVIDUAL CASE BASIS ("ICB") ARRANGEMENTS

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

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3.14. DISCOUNTS

For purposes of packaging services, the Company offers discounts from the rates set forth in this Price List on an individual case basis. The amount, type and duration of any discounts may vary by Customer. In no event are rates charged to any Customer higher than the rates set forth in this Price List.

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SECTION 4 - SERVICE EXCHANGES

4.0 Exchange Area and Rate Group

Exchange	Group	Exchange	Group	Exchange	Group
Archer	6	Eau Gallie	7	Maxville	10
Baldwin	9	Fernandina Beach	4	Melbourne	7
Belle Glade	3	Flagler Beach	4	Miami	12
Boca Raton	10	Ft. Lauderdale	12	Micanopy	5
Boynton Beach	11	Ft. Pierce	6	Middleburg	10
Bronson	6	Gainesville	6	Milton	7
Brooksville	5	Geneva	12	Munson	7
Bunnell	4	Graceville	4	Newberry	6
Cantonment	6	Green Cove Springs	10	New Smyrna Beach	4
Cedar Keys	3	Gulf Breeze	7	North Dade	12
Century	6	Havana	7	Oak Hill	4
Chiefland	3	Hawthorne	5	Old Town	3
Chipley	3	Hobe Sound	7	Orange Park	10
Cocoa	8	Holley Navarre	7	Orlando	12
Cocoa Beach	8	Hollywood	12	Oviedo	12
Coral Springs	12	Homestead	12	Pace	7
Cross City	3	Jacksonville	11	Pahokee	3
Daytona Beach	6	Jacksonville Beach	10	Palatka	4
DeBary	6	Jay	7	Palm Coast	4
Deerfield Beach	12	Jensen Beach	6	Panama City	5
Deland	5	Jupiter	10	Panama City Beach	5
DeLeon Springs	5	Keys	5	Pensacola	7
Delray Beach	9	Keystone Heights	6	Perrine	12
Dunnellon	6	Lake City	4	Pierson	4
East Orange	12	Lynn Haven	5	Pomona Park	4

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SECTION 4 - SERVICE EXCHANGES

4.0 Exchange Area and Rate Group (Cont'd.)

Exchange	Group	Exchange	Group	Exchange	Group
Pompano Beach	12				
Ponte Vedra Beach	10				
Port St. Lucie	7				
St. Johns					
Sanford	12				
Sebastian	6			٠	
Stuart	6				
Sunny Hills	5				
Titusville	6				
Trenton	5				
Vernon	3				
Vero Beach	5				
Weekiwachee Springs	5				
Welaka	4				
West Palm Beach	10				
Yankeetown	4				
Youngstown-Fountain	5				
Yulee					

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