

**TELECOMMUNICATIONS SERVICES TARIFF**

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**TITLE SHEET**

**ARIZONA TELECOMMUNICATIONS TARIFF**

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by BROADVIEW NETWORKS, INC., with principal offices at 800 Westchester Avenue, Suite N-501, Rye Brook, NY 10573. This tariff applies to services furnished within Arizona. This tariff is on file with the Arizona Public Utilities Commissions, where copies may be inspected during normal business hours.

Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007

The name, address and telephone numbers for the officer of Broadview Networks, Inc. who is responsible for providing information with respect to the operating procedures of the Company is as follows:

Charles C. Hunter  
Executive Vice President, Secretary and General Counsel  
Broadview Networks, Inc.  
800 Westchester Avenue, Suite N-501  
Rye Brook, NY 10573

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ISSUED: NOVEMBER 15, 2007

EFFECTIVE: FEBRUARY 8, 2010

By: Charles C. Hunter  
Executive Vice President, Secretary and General Counsel  
BROADVIEW NETWORKS, INC.  
800 Westchester Avenue, Suite N-501  
Rye Brook, NY 10573

APPROVED FOR FILING  
DECISION #: 71295

**TELECOMMUNICATIONS SERVICES TARIFF**

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**CHECK SHEET**

Pages 1 through 23 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

PAGE	REVISION
1	Original
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ARIZONA TELEPHONE PUBLIC  
UTILITY COMMISSION  
DECISION #: 71245

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (D) - Deleted rate or regulation
- (I) - Increase in rate
- (M) - Moved to/from another tariff location
- (N) - New rate or regulation
- (R) - Reduction in rate
- (T) - Change in text only

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**TARIFF FORMAT**

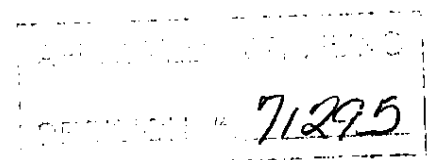
- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the A.C.C. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the A.C.C. follows in its tariff approval process, the most current page number on file with the A.C.C. is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding 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).(l).

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**TARIFF FORMAT (Cont'd)**

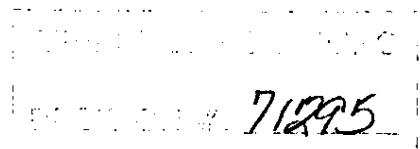
- D. Check Sheets - When a tariff filing is made with the A.C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - A telephone line provided by local exchange carriers which connect a telephone or other communications device at a customer's location to Broadview Networks, Inc.'s underlying carrier's telecommunications network switching center(s).

**Authorization or Account Code** - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications network of Broadview Networks, Inc., and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

**Broadview** – Broadview Networks, Inc.

**Carrier or Company** - Broadview Networks, Inc.

**Customer** - The person, firm, corporation, end user, or other entity which orders or uses services and is responsible for the payment of charges.

**A.C.C.** - Arizona Corporation Commission.

**Rate Center** - The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.

**Service Agreement** - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

**Underlying Carrier** - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Arizona.

**Holidays** - New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

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ARIZONA CORPORATION COMMISSION  
OFFICE OF THE SECRETARY  
71295

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Company**

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Arizona.

The Company's Services are available to its customers twenty four hours per day, seven days per week.

**2.2 Limitations**

2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

2.2.3 The services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the services or a change in the customer's location to which the services are to be provided.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.2 Limitations (Cont'd)**

2.2.4 In the event prior written permission from Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

**2.3 Liabilities of the Company**

2.3.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's services but not caused by its gross negligence or willful misconduct or that of its employees or agents in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its services occur.

2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.3 Liabilities of the Company (Cont'd)**

2.3.3 Company shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a Customer's communications traffic;
- (B) Claims for patent infringement arising from a Customer's use of its equipment, facilities, or systems with the Company's Services; 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 Interruption of Service**

2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, to negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

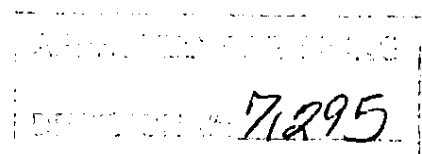
2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.4 Interruption of Service (Cont'd)**

2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish Customer's service.

2.4.4 No credit shall be allowed:

(A) For failure of services or facilities of Customer; or

(B) For failure of services or equipment caused by the negligence or willful acts of Customer.

2.4.5 Credit for an interruption shall commence after Customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.

2.4.6 Before Customer notifies Company of an interruption, Customer shall make reasonable attempts to ascertain that Customer, a third party, or its or their actions and/or equipment is/are not the cause thereof.

2.4.7 Credits are applicable only to that portion of service interrupted.

2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.

2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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

2.4 Interruption of Service (Cont'd)

2.4.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the Arizona Public Utilities Commission.

2.6 Deposits

The Company does not require a deposit from its customers.

2.7 Advance Payments

The Company does not collect advance payments.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

2.9 Collections

2.9.1 In the event Company incurs fees or expenses, including attorney's fees, to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorneys' fees, incurred to collect or to attempt to collect its charges.

2.9.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by the Company. Customer's duty to pay can only be delayed or deferred by the initiation of a billing dispute by the customer.

2.9.3 Customer agrees that all actions, suits, or proceedings, to recover charges due under this tariff shall be prosecuted in the State of New York. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum on conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

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

2.10 Employee Concessions

There are no employee concessions.

2.11 Specific Services

The Company does not currently offer any services for which conditions of eligibility apply.

2.12 Billing

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the A.C.C. Any objections to billed charges must be reported within 60 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

Broadview Networks, Inc.  
800 Westchester Avenue, Suite N-501  
Rye Brook, NY 10573  
(800) 176-1283

Customers who are dissatisfied with the response to their complaint may contact the Arizona Corporation Commission for resolution of the issues at the following address:

Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007  
(602) 542-4251

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 Usage Based Services**

- 3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Timing for all calls begins when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.1.3 The minimum call duration for billing purposes varies by service offering.
- 3.1.4 Unless otherwise specified in this tariff, calls are billed in increments, with usage measured and rounded to the next higher call duration increment.
- 3.1.5 There are no billing charges applied for incomplete calls.
- 3.1.6 There are no billing charges applied for incomplete calls.

**3.2 Outbound Interexchange Service**

The Company's service is provided for use by presubscribed Customers or Authorized Users. Calls are routed over the Company's resold transmission and switching facilities to any valid NPA-NXX in the state of Arizona.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**

- 3.3 Carrier offers a calling card, which allows Customer to gain access to its long distance service from anywhere in Arizona via a toll-free access number with service billed back to the Customer's account. Calling Card service allows customers to originate outbound, direct dial long distance calls.

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Counsel

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**

3.4 Directory Assistance

The Company provides standard Directory Assistance.

3.5 Services Not Available

Carrier does not offer 900, 911, collect, or third-party billed calling.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 - RATES**

4.1 Description of Rates

Services are available to subscribers under the following rate plans. Calls in each rate plan are billed in increments with minimum billing increments as specified. No charge is made for an uncompleted call.

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**SECTION 4 - RATES (Cont'd)**

4.2 Billing Plan

4.2.1 Business IntraLATA Toll

IntraLATA toll service is billed in one minute increments at the following flat rate.

\$0.037 per minute or fraction thereof

4.2.2 ClearPak Measured Plan

Regional (intraLATA) toll and long distance direct dialed outbound calls, billed in one minute increments with a minimum billing increment of one minute at the following flat rates. Customers must commit to a Two Year or a Three Year Term.

Two Year Commitment:

IntraLATA Toll: \$0.049 per minute or fraction thereof  
Intrastate Long Distance: \$0.049 per minute or fraction thereof

Three Year Commitment:

IntraLATA Toll: \$0.039 per minute or fraction thereof  
Intrastate Long Distance: \$0.039 per minute or fraction thereof

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**SECTION 4 - RATES (Cont'd)**

4.3 Broadspeed Voice T1

4.3.1 Broadspeed Voice T1

Broadspeed Voice T1 is a DS1 (1.544Mbps) transmission link providing 24 voice-grade DS0 communications channels per facility. Broadspeed Voice T1 billed in one minute increments at the following per-month and flat rates, as applicable. Customers must commit to a one, two or three year term.

	<u>Term Commitment</u>		
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Account Codes			
- Per month, each	\$25.00	\$25.00	\$25.00
IntraLATA Toll, per minute	\$0.045	\$0.029	\$0.024
Intrastate Long Distance			
- Per Minute	\$0.045	\$0.029	\$0.024
T1 Facility Charge			
- Per month	\$599.00	\$499.00	\$499.00
T1 Facility – Mileage Charge			
- Fixed	\$45.00	\$45.00	\$45.00
- Per Mile	\$20.00	\$20.00	\$20.00

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**SECTION 4 - RATES (Cont'd)**

4.4 Business Toll Free Long Distance

4.4.1 ClearPak Measured Plan

	<u>Term Commitment</u>	
	<u>Two Year</u>	<u>Three Year</u>
Toll Free Numbers		
- Per month, each	\$10.00	\$10.00
Toll Free Long Distance, per minute	\$0.049	\$0.039

Toll Free Long Distance is billed in full minute increments.

4.4.2 Broadspeed Voice T1

	<u>Term Commitment</u>		
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Toll Free Numbers			
- Per month, each	\$10.00	\$10.00	\$10.00
Toll Free Long Distance, per minute	\$0.045	\$0.029	\$0.024

Toll Free Long Distance is billed in full minute increments.

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**SECTION 4 - RATES (Cont'd)**4.5 Corporate Travel Card.

Flat Per Minute Rate: \$0.25 per minute

4.6 Directory Assistance.

All Intrastate Directory Assistance calls, placed at any time, will be billed at the following uniform rates:

## Per Call Surcharge:

All Calls	\$1.50
Call Completion	\$0.50

4.7 Payphone Surcharge.

Charge per call originated from a payphone: \$0.75 per call

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**SECTION 4 - RATES (Cont'd)**4.8 Operator Services.

Usage charges for operator assisted calls are those usage charges set forth in this Section 4 which would normally apply to the calling party's service plus the following operator assisted surcharges applicable based on the type of call set forth below:

Calling Card Call	\$3.00 per call
Billed to 3 <sup>rd</sup> Party Call	\$3.80 per call
Collect Call	\$3.80 per call
Operator Dialed Call	\$3.80 per call
Person-to-Person Call	\$6.00 per call

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