

TITLE SHEET

FLORIDA INTEREXCHANGE SERVICE TELECOMMUNICATIONS TERMS AND CONDITIONS
OF
BROADVIEW NETWORKS, INC.

This document contains the description, terms and conditions, and rates for the furnishing of services and facilities for interexchange telecommunications services provided by Broadview Networks, Inc. with principal offices at 1018 West 9th Ave., King Of Prussia, PA. This document applies for service furnished within the State of Florida.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Code - A sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of the service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

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

Carrier or Company - Refers to Broadview Networks, Inc. ("Broadview").

Commission - Refers to the Florida Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

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

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

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

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

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

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of The Company

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this document in connection with one-way and/or two-way communications originating and terminating between points within the State of Florida. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.2 The Company is responsible under this document only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.1.3 The Company arranges for installation, operation, and maintenance of the communications services provided in this document for Customers in accordance with the terms and conditions set forth under this document. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this document may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public Service Commission regulations, policies, orders, and decisions.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Use of the Company's Service (Cont'd)

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

2.3 Limitations

2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of the Terms & Conditions, or in violation of the law.

2.3.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this document.

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

2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Account Codes or Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Assignment and Transfer

2.4.1 All facilities provided under this document are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this document shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

2.5 Use of Company's Service by Others

2.5.1 Resale and Sharing

There are no prohibitions or limitations on the resale of services. Prices for resold or shared services are those appearing in this document. Any service provided under this document may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the Terms & Conditions, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.5.2 Joint Use Arrangements

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Liability of the Company

- 2.6.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer as described in Section 2.11, for the period during which the faults in transmission occur.
- 2.6.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this document, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this document; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.6.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Liability of the Company (Cont'd)

2.6.5 Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

2.6.6 If the Company underbills as a result of the Company's omission or negligence and the amount owed by the customer has accumulated over a period of one month and exceeds \$25.00, the Company shall offer and enter into reasonable arrangements for the payment of the amount owed by the customer.

If the Company overbills a customer, the Company may refund the overbilled amount by a credit on future bills; provided that if the refund amount is \$25.00 or more, the carrier may offer the customer a choice of a cash refund.

2.6.7 The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

- 1) Any act or omission of: (a) the Customer or Authorized User, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
- 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Liability of the Company (Cont'd)

2.6.7 (Cont'd)

- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance;
- 6) Any noncompletion of calls due to network busy conditions;
- 7) And any other claim relating to the use of or furnishing of use of the Company's services or facilities which resulted from any act or omission of the Customer, its Authorized Users, guests, patrons, visitors or other transient third parties using the services of the Company through the Customer's equipment, or any other entity

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Responsibilities of the Customer

2.7.1 The Customer is responsible for making proper application for service; placing any necessary orders; for complying with regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- 1) The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available to other users by the Customer.
- 2) If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 3) The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Responsibilities of the Customer (Cont'd)

2.7.1 (Cont'd)

- 4) The Customer shall ensure that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this document, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
- 5) The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.
- 6) The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 7) The Customer is responsible for establishing its identity as often as necessary during the course of a call.
- 8) The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Billing and Payment For Service

2.8.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or its Authorized Users for transmission of calls via the Company's network. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- 1) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- 2) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- 3) any calls placed by or through the Customer's equipment via any remote access feature(s);
- 4) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or Account Codes assigned to the Customer; and
- 5) any and all calls placed to a toll-free number (e.g., "800" or "888") provided to the Customer by the Company.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Billing and Payment For Service (Cont'd)

2.8.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, 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 agent and subject to the rules of regulatory bodies having jurisdiction.

Non-recurring charges for installations, service connections, moves or rearrangements are due and payable within thirty (30) days after the closing date printed on the invoice or bill mailed to the Customer by the Company. Billing thereafter will include recurring charges and actual usage as defined below:

- 1) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this document or the Service Order. Billing accrues through and includes the day that the service, facility, or arrangement is discontinued.
- 2) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the closing date printed on the bill mailed to the Customer by the Company.
- 3) When service does not begin on the first day of the month, or end on the last day of the month, the recurring charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- 4) When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Billing and Payment For Service (Cont'd)

2.8.3 Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent within thirty (30) days of the closing date printed on the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.8.4 Taxes

The Company reserves the right to bill any and all applicable taxes in addition to any recurring, non-recurring, per call charges, usage charges or charges for special arrangements and construction, including, but not limited to any Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this document, such taxes will be itemized separately on Customer bills.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Billing and Payment For Service (Cont'd)

2.8.5 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida law.

2.8.6 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida law.

2.8.7 Minimum Service Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this document or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.8.8 Non-Routine Installation Charges

At the Customer's request, installation and/or maintenance may be performed outside 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 to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Billing and Payment For Service (Cont'd)

2.8.9 Charges for Cancellation of Application for Service

- A) Where the Company permits the Customer to cancel an application for service prior to the start of installation of service or prior to any special construction, no charges will be imposed.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge, unless otherwise specified in this document, will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Deposits

No deposits will be collected.

2.10 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company reasonably determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Refunds or Credits for Service Outages or Interruptions

- 2.11.1 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the terms listed below.
- 2.11.2 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.11.3 Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this document. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.11.4 The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Refunds or Credits for Service Outages or Interruptions (Cont'd)

2.11.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

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

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

2.11.6 For usage sensitive long distance services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any operator service charges or surcharges required to reconnect the caller.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Cancellation or Termination of Service

2.12.1 Cancellation by Customer

Customers of presubscribed long distance services may cancel service by providing the Company with written or verbal notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

2.12.2 Cancellation by Company

- A) The Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this document or provision of law without incurring any liability for damages due to loss of telephone service to the Customer.

- B) The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:
 - 1) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - 2) For use of telephone service for any purpose other than that described in the application.
 - 3) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Cancellation or Termination of Service (Cont'd)

2.12.2 Cancellation by Company (Cont'd)

- 4) For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- 5) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or service to others.
- 6) Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 7) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 8) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- 9) For periods of inactivity over sixty (60) days.
- 10) The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll-free calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's service, with five (5) days written notice.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.14 Customer Provided Equipment

2.14.1 The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

2.14.2 When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Customer Provided Equipment (Cont'd.)

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

- 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2) the reception of signals by Customer-provided equipment; or
- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.15 Company Provided Equipment

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

2.15.2 The Company may substitute, change or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with thirty (30) days notice prior to such change.

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

2.17 Availability of Toll-Free Numbers

2.17.1 The Company will make every effort to reserve toll-free (e.g., "800" or "888") vanity numbers on behalf of customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the customer requesting the number.

2.17.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free number service to another carrier (e.g., "porting" of the 800/888 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.18 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, and compensation to payphone service providers for the use of their payphones to access Company services. Such rates and charges will be listed in the Terms & Conditions.

SECTION 3. DESCRIPTION OF SERVICES

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End for Phone Calls

Billing for calls placed over the Carrier network is based in part on the duration of the call. There shall only be timing for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

3.1.2 Billing Increments

The minimum call duration for billing purposes is one (1) minute for a connected call and calls beyond one (1) minute are billed in one (1) minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)3.2 Calculation of Distance

Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates.

$$\text{FORMULA} = \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than 90% during peak use periods for all FGD Services 1+ dialing.

3.4 Time Periods

Unless otherwise indicated, the following time periods apply:

- (a) Day Rate Period - The Day Rate Period is 8 AM to, but not including, 5 PM Monday through Friday.
- (b) Evening Rate Period - The Evening Rate Period is 5 PM to, but not including, 11 PM Monday through Friday and 5 PM to, but not including, 11 PM Sunday.
- (c) Night Rate Period - The Night Rate Period is 12 Midnight to, but not including, 8 AM and 11 PM to Midnight Monday through Friday; All Day Saturday; and 12 Midnight to, but not including, 5 PM and 11 PM to Midnight Sunday.
- (d) Holidays - On Holidays, Evening Rates apply at all times, unless a lower rate would normally apply.
- (e) Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Rates And Charges

- A. An incremental charge applies in addition to the appropriate initial period rate or per message charge for the Customer dialed and operator dialed calls listed below.
 - 1. Customer Dialed—Calling card, collect or bill to third number, collect or bill to third number mechanized, person-to-person, coin paid station-to-station, and coin-less collect mechanized.
 - 2. Operator Dialed—Station-to-station, calling card, collect or bill to third number, person-to-person, and coin paid station-to-station.

3.6 Rate Application

- A. Customer Dialed rates apply when the calling party actually dials the called party's telephone number.
- B. Operator Dialed rates apply when the calling party dials zero for operator and the operator dials the called party's telephone number.
- C. Incremental Charges—On Customer dialed or operator dialed calling card, collect or bill to third number/mechanized, person-to-person or coin paid station-to-station, and operator dialed station-to-station calls, and on Customer dialed coinless collect mechanized, an incremental charge applies in addition to the appropriate initial period rate or per message charge. When more than one class of service is involved, only the higher incremental charge is applicable.
- D. Accumulation of Charges—At the end of the Customer's billing periods when the total charge for MTS would result in fractions of a cent being billed, the total of itemized calls will be rounded to the nearest cent for billing purposes.

SECTION 4. RATES & CHARGES

4.1 IntraLATA/InterLATA Long Distance Rates

4.1.1 Residential Rates and Charges4.1.1.1 Rate Table

Rates shown in the following table are applicable to intraLATA and interLATA intrastate calls for customers within the State of Florida:

Rate Mileage	Initial Minute (or fraction thereof)	Each Additional Minute (or fraction thereof)
0-10	\$0.136	\$0.136
11-22	0.136	0.136
23-55	0.136	0.136
56-124	0.136	0.136
125-292	0.136	0.136

4.1.1.2 Discounts and Applicable Rate Periods

Discounts apply to total charges for all messages with total fractional amounts rounded down to the lower cent. Discounts do not apply to add on charges for Customer Dialed Calling Card, Station-to-Station or Person-to-Person charges.

Applicable Discounts

Time of Day	Mon.	Tues.	Wed.	Thu.	Fri.	Sat.	Sun.
7:00 AM to 5:59 PM	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	20% Rate	20% Rate
6:00 PM to 6:59 AM	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate

SECTION 4 - RATES & CHARGES (Cont'd)

4.1 IntraLATA/InterLATA Long Distance Rates (Cont'd)

4.1.2 Business Rates and Charges4.1.2.1 Rate Table

Rates shown in the following table are applicable to intraLATA and interLATA intrastate calls for customers within the State of Florida:

Rate Mileage	Initial Minute (or fraction thereof)	Each Additional Minute (or fraction thereof)
0-10	\$0.225	\$0.225
11-22	0.225	0.225
23-55	0.225	0.225
56-124	0.225	0.225
125-292	0.225	0.225

4.1.2.2 Discounts and Applicable Rate Periods

Discounts apply to total charges for all messages with total fractional amounts rounded down to the lower cent. Discounts do not apply to add on charges for Customer Dialed Calling Card, Station-to Station or Person-to-Person charges.

Applicable Discounts

Time of Day	Mon.	Tues.	Wed.	Thu.	Fri.	Sat.	Sun.
7:00 AM to 5:59 PM	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	20% Disc.	20% Disc.
6:00 PM to 6:59 AM	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate

SECTION 4 - RATES & CHARGES (Cont'd)

4.2 Miscellaneous Charges

The following charges are in addition to the Rate Tables above for both Residential and Business.

<u>Billing Surcharges</u>	<u>Nonrecurring Charge</u>
Station –to-Station customer dialed calling card calls	\$0.72
Station-to-Station operator assisted sent-paid, collect, third party, and non-customer dialed credit card calls	\$1.58
Person-to-Person operator assisted calls	\$2.92
<u>Operator Dialed Surcharges</u>	
Station-to-Station operator assisted or Person-to-Person operator assisted calls (excluding those billed to calling cards) where the operator dials the termination number	\$0.54
<u>Directory Assistance Charges</u>	
Directory Assistance, per call	\$1.99

**SECTION 5 – “GRANDFATHERED” SERVICES APPLICABLE
ONLY TO FORMER CUSTOMERS OF ATX LICENSING, INC.**

5.1 Usage Charges: Switched Inbound/Outbound Intrastate WATS

Uniform Rate Period: All calls, placed at any time, will be billed at the following uniform rate:

	Rate
Per Minute of Use	\$0.1400
Canadian Origination	\$0.1500

- 30 second minimum/6 second increment billing
- Minimum 1 year term plan.
- PICC – The monthly recurring charge from the underlying carrier will be passed along as a \$3.24 per month charge.
- Each toll free number will be billed \$4.00 per month.

5.2 Usage Charges: Domestic Corporate Travel Service

Standard Rate: \$0.26 per minute

- Calls to Canadian and International Destinations: \$0.75 surcharge per call
- Standard travel pricing applies to all other call card calls
- Full Minute Billing

5.3 Account Codes

- Verifiable Account Codes
 - Codes are available for Switched Long Distance customers.
 - They are available in lengths of 2-12 digits on-switch, and 2-5 digits off-net.
 - A customer will be charged a \$5.00 fee per account/per month and a one-time installation fee of \$15.00.
- Non-Verifiable Account Codes
 - Codes are available for Switched Long Distance customers.
 - They are available in lengths of 2-12 digits on-switch, and 2-5 digits off-net.
 - A customer will be charged a \$5.00 fee per account/per month and a one-time installation fee of \$15.00.

**SECTION 6 – “GRANDFATHERED” SERVICES APPLICABLE
ONLY TO FORMER CUSTOMERS OF A.R.C. NETWORKS, INC.
d/b/a InfoHighway**

6.1.3 Switched Outbound Service

Switched outbound service permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

Each 6 second increment*	\$0.0119
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6.1.4 Dedicated Outbound Usage

Dedicated outbound usage permits outward calling to stations in diverse areas and is distinguished from other services by the existence of a dedicated special access connection on one end.

Each 6 second increment*	\$0.0067
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6.1.5 Calling Card Usage

Calling card service permits Customers to place direct dial to termination locations from equal access areas using the Carrier’s calling card. There is no per call service fee.

Each 60 second increment*	\$0.2200
Payphone Surcharge, per call*	\$0.75

* or fraction thereof

**SECTION 6 – “GRANDFATHERED” SERVICES APPLICABLE
ONLY TO FORMER CUSTOMERS OF A.R.C. NETWORKS, INC.
d/b/a InfoHighway**

6.2 Nonrecurring Charges

The following one-time nonrecurring installation charges may apply to Carrier’s offerings. These charges are billed to Customer following the work performed.

<u>Service/Access Arrangement</u>	<u>Charge</u>
Single Dedicated	Mile dependent from POP
Single Charge Per Port	\$5.00 per port or channel Inbound or Outbound
Split Port Charge	\$250.00 per port-sharing Inbound or Outbound on same T-1
Billing Setup	\$45.00 related to verified Account codes

**SECTION 6 – “GRANDFATHERED” SERVICES APPLICABLE
ONLY TO FORMER CUSTOMERS OF A.R.C. NETWORKS, INC.
d/b/a InfoHighway**

6.3 Recurring Charges

The following monthly Recurring Charges for service may apply as indicated. These charges are in addition to any charges (Rates per time) and nonrecurring charges for the Service. The charges are charged to Customer one month in advance.

<u>Service/Access Arrangement</u>	<u>Charge</u>
Billing Fee	Electronic media up to \$200.00 Per bill
Dedicated Service	\$25.00 per T-1 Access line
Toll Free Service	\$3.00 per month per toll free number Dependent on agreement and Contract
Toll Free Directory Listing	\$18.15 per toll free listing

**SECTION 6 – “GRANDFATHERED” SERVICES APPLICABLE
ONLY TO FORMER CUSTOMERS OF A.R.C. NETWORKS, INC.
d/b/a InfoHighway**

6.4 Miscellaneous Surcharges

6.4.1 Network Access Charge

Business/Residence

\$0.59 per month per line

**SECTION 7 – “GRANDFATHERED” SERVICES APPLICABLE
ONLY TO FORMER CUSTOMERS OF BRIDGECOM INTERNATIONAL, INC.**

7.1 Outbound Switched Option Rates.

7.1.1 Switched Outbound Rates.

<u>Initial*</u>	<u>Incremental**</u>
\$0.084	\$0.028

7.1.2 Dedicated Outbound Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.0456	\$0.0152

* For purposes of this Section 7, the “Initial” period of a completed call is the first eighteen (18) seconds.

** For purposes of this Section 7, the “Incremental” period of a completed call is each period of six (6) seconds following completion of the Initial period.

**SECTION 7 – “GRANDFATHERED” SERVICES APPLICABLE
ONLY TO FORMER CUSTOMERS OF BRIDGECOM INTERNATIONAL, INC.**

7.2 Inbound Switched Option Rates.

7.2.1 Switched Inbound Rates.

<u>Initial*</u>	<u>Incremental**</u>
\$0.0852	\$0.0284

7.2.2 Dedicated Inbound Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.048	\$0.016

7.2.3 Inbound Service Payphone Surcharge. The Customer will be assessed a surcharge of \$0.35 for each Inbound Service Call placed from a payphone.

** For purposes of this Section 7, the “Incremental” period of a completed call is each period of six (6) seconds following completion of the Initial period.

**SECTION 7 – “GRANDFATHERED” SERVICES APPLICABLE
ONLY TO FORMER CUSTOMERS OF BRIDGECOM INTERNATIONAL, INC.**

7.3 Calling Card Service Rates.

7.3.1 Post-Paid Calling Card Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.212	\$0.042

Calling Card Service Payphone Surcharge:

The Customer will be assessed a surcharge of \$0.35 for each Calling Card Service Call placed from a payphone.

**SECTION 7 – “GRANDFATHERED” SERVICES APPLICABLE
ONLY TO FORMER CUSTOMERS OF BRIDGECOM INTERNATIONAL, INC.**

7.4 Miscellaneous Service Rates.

7.4.1 Three Way Conference Service.

Per Minute Charge Per Port:

\$0.30

Per Conference Bridge Charge Per Port:

\$1.50

7.4.2 Pass-Through Charges. The Company reserves the right to pass through to the Customer any charges resulting from governmental assessment, fee, tax, charges or other action.