

Broadview Networks, Inc.  
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICES WITHIN  
THE STATE OF INDIANA

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Issued by:

Charles C. Hunter  
Executive Vice President & General Counsel  
800 Westchester Avenue, Suite N-501  
Rye Brook, NY 10573

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**CHECK SHEET**

Section	Page	Revision	Section	Page	Revision	Section	Page	Revision
Title	Title	Original	Section 2	31	Original	Section 6	2	Original
Preface	1	Original	Section 2	32	Original	Section 6	3	Original
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Section 2	19	Original	Section 5	17	First Revised*			
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\*Denotes New or Revised Page.

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### EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter
- (T) To signify a change in text but no change in rate or regulation.

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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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission 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).(1).
- D. Check Sheets – When a tariff filing is made with the Commission, 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., remain 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 Commission.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange telecommunications services by Broadview Networks, Inc., to Customers within the state of Indiana.

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**SECTION 1 – DEFINITIONS**

1. Definitions

Certain terms used generally throughout this tariff are defined below.

**Advance Payment:** Payment of all or part of a charge required before the start of service.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Call Forward Busy:** Automatically routes incoming calls to a designated answering point when the called line is busy.

**Call Forward No Answer:** Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

**Call Forward Variable:** Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

**Call Hold:** Allows the User to hold one call for any length of time provided that neither Party goes On Hook.

**Call Park:** Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

**Call Waiting:** Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

**Call Waiting Cancel:** Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code.

**Caller ID – Name:** Allows the subscriber to view the phone number of the person calling before the phone is answered.

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**SECTION 1 – DEFINITIONS (CONT'D)**

1. Definitions (Cont'd)

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Toll Restriction: Used to prevent a Station from dialing certain codes and numbers.

Company: Broadview Networks, Inc., the issuer of this tariff.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where pre-designated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Trace: Call Trace allows a called party to initiate an automatic trace of the last call received and is available for Local Line customers. After receiving an offending call, the customer must hang up and dial the feature code \*57 (1157 for rotary phones) prior to receiving another inbound call. After dialing the feature code, the customer receives a recording that indicates that the trace was successful, and that the originating number has been captured and forwarded to the Company.

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**SECTION 1 – DEFINITIONS (CONT'D)**

1. Definitions (Cont'd)

**Customer:** The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

**Customer Group Dialing Plan:** A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

**Dial Pulse (DP):** The pulse type employed by rotary dial Station sets.

**Direct Inward Dialing (DID):** A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

**Do-Not Disturb:** Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

**Dual Tone Multi-Frequency ("DTMF"):** The pulse type employed by tone dial Station sets.

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Hunting:** Uniform call distribution – Calls will be distributed evenly among a trunk group or hunt group by number of calls. For example the first call will go to the first member of the group, the second call to the second member, until each member has received a call, at which point the next call goes to the first member.

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**SECTION 1 – DEFINITIONS (CONT'D)**

## 1. Definitions (Cont'd)

Sequential – Calls will start with the number of the line or trunk dialed and hunt up to the end of the trunk or hunt group. For a 10-line hunt group, if the fifth line is dialed, the switch will attempt to place the call on the fifth line. If that line is busy it will hunt through lines 6-10, stopping at line 10, and sending back a busy if no lines were available.

Circular – Calls will start with the number of the line or trunk dialed and hunt up to the end of the trunk or hunt group and then start at the beginning of the trunk group and hunt back to the line that was dialed. For a 10-line hunt group, if the fifth line is dialed, the switch will attempt to place the call on the fifth line. If that line is busy it will hunt through lines 6-10, then hunt lines 1-4, and sending back a busy if no lines were available.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interim Local Number Portability (ILNP): (via Remote Call Forwarding (RCF)): Remote Call Forwarding allows a Local Line Customer to retain its existing Local Exchange Carrier Telephone number by using this feature to port its telephone number to Broadview Networks, Inc. Monthly charges will apply per telephone number. A number of paths can be associated with this number to permit multiple simultaneous calls to be received. A maximum of 99 paths can be associated with a single phone number.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

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**SECTION 1 – DEFINITIONS (CONT'D)**

## 1. Definitions (Cont'd)

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area or calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription – 2: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

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**SECTION 1 – DEFINITIONS (CONT'D)**

## 1. Definitions (Cont'd)

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

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

**Service Order:** The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Services:** The Company's telecommunications services offered on the Company's network.

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

**Speed Dial-8:** Allows placing calls to eight (8) other phone numbers by dialing a one or two digit code rather than the complete phone number.

**Speed Dial-30:** Allows placing calls to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

**Station:** Telephone equipment from or to which calls are placed.

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

**User:** A Customer or any other person authorized by the Customer to use service provided under this tariff.

**SECTION 2 – RULES AND REGULATIONS**

2.1 Undertaking of the Company

1.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Indiana under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, 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.

2.1.2 Shortage of Equipment of Facilities

2.1.2.1 The Company reserves the right to limit or 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.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Indiana without regard for the State's choice of laws provisions.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****1.1.3 Terms and Conditions (Cont'd)**

- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only expected. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company**

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservations of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

## 2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.4 The company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company, except where contracted by the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and
- patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others
- all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

## 2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Liability of the Company (Cont'd)

2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, 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 its agent, to the Company's network. The Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. 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, that 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 and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

2.1.4.13 If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

2.1.4.14 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.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

## 2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Liability of the Company (Cont'd)

## 2.1.4.14 (Cont'd)

- (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 arise 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.

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half 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. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- 2.1.4.16 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number divulged.
- 2.1.4.17 When a Customer with a non-published telephone number, as defined herein, 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 tariff, Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party or the interrupted call or any person.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provision of Equipment and Facilities**

2.1.6.1 The Company shall 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 tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities (Cont'd)**

- 2.1.6.3 Equipment installed 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 Company has provided it.
- 2.1.6.4 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agent 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.
- 2.1.6.5 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 tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall 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 where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

## 2.1 Undertaking of the Company (cont'd)

## 2.1.7 Non-routine Installation

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.

## 2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

## 2.2 Prohibited Uses

2.2.1 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.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.3 Customers may not use service furnished under this local exchange tariff, directly or indirectly, to provide a service that constitutes exchange access and/or is subject to the application of access charges under applicable law. The Company reserves the right to:

- 1) request that Customer provide written certification that is using the service in compliance with this requirement; and/or
- 2) conduct a site survey of Customer premises or an audit of Customer books and records upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this tariff.

In the event Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service without notice, any other provision of this tariff to the contrary notwithstanding. Customer shall indemnify the Company for any liability, losses, penalties or payments (including without limitation access charges and the Company's attorneys' fees) incurred due to Customer's misuse of the Company's services obtained under this tariff.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsible for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c), any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer****2.3.1 General (Cont'd)**

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd)****2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.3.3 Customer's Request for Discontinuance of Service:** Customers may have their telephone service discontinued by giving oral or written notice at least three days in advance of the day disconnection is desired. The Company will hold the Customer responsible for payment of all bills for service furnished until the date specified by the Customers. The Company will hold a Customer about to vacate premises responsible for all service rendered up to and including the date the service is to be discontinued.

**2.3.4** The Customer is responsible for taking all steps necessary to cancel or otherwise discontinue any local service(s) to be replaced-by Broadview Networks, Inc. non-facilities-based local service(s) as described herein.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.4.2 Station Equipment**

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels (Cont'd)****2.4.2 Station Equipment (Cont'd)**

2.4.2.2 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 the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.4.3 Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels (Cont'd)****2.4.4 Inspections**

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such actions it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

## 2.5 Payment Arrangements (Cont'd)

## 2.5.1 Payment for Service (Cont'd)

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state<sup>1</sup>. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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1 Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to customer.

2.5.2.1 All service, installation, monthly Recurring charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the 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 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.

2.5.2.5 A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill upon receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Indiana Utility Regulatory Commission in accordance with the Commission's rules of procedure at:

Indiana Utility Regulatory Commission  
National City Center  
101 West Washington Street  
Suite 1500E  
Indianapolis, IN 46204  
317-232-2701

When a customer disputes a bill, the Company shall not discontinue service for nonpayment if the customer:

- (I) pays the undisputed portion of the bill and:
- (II) pays all future undisputed bills by the due date

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The Company shall inform the Customer of their rights to have the dispute considered and acted upon by supervisory personnel of the Company where any dispute cannot be resolved. If the Customer and the Company are unable to resolve the dispute to the satisfaction of the parties, the Company shall inform and furnish the Customer with the telephone number of the Consumer Affairs Division of the Indiana Utility Regulatory Commission so that they may review the dispute.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.3 Disputed Bills (Cont'd)****2.5.3.2 Establishing Credit:**

Service may be refused to an applicant that has not established credit or has not paid charges for service of the same classification previously provided by the Company (at any address), or any Company (at the same address).

Credit may be established in one of the following ways:

1. Responding satisfactorily to a set of questions as specified in the 170 IAC 7-1.1-15 (B)
2. Payment of a deposit; or,
3. Providing a satisfactory guarantee

**2.5.4 Advance Payments**

If verification of the applicant's credit is required, the applicant may furnish an advance payment of both the applicable charges for connecting service and the estimated charges for the first 30 days of service before the Company provides service. If the verification of credit provides unsatisfactory credit information, the applicant will be informed of the reason or reasons, after which the Company may refuse to provide or continue service until the customer provides a deposit or guarantor. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advanced Payment will be credited to the customer's initial bill. An Advanced Payment may be required in addition to a deposit.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.5 Deposits**

2.5.5.1 If any applicant for service or existing Customer is unable to provide satisfactory credit information, as set forth in 170 IAC.7-1.1-15; the Company may require a security deposit at any time. The deposit will be held as a guarantee for payment of charges. A Deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two months estimated charges for a residence service and four months estimated charges for a business service or which has a minimum period of one month; or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable.

In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.5 Deposits (Cont'd)**

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held more than 12 months shall earn interest from the date of the deposit at a rate of 6% per annum. Deposits shall not earn interest after the date it is mailed or personally delivered to the Customer.

2.5.5.5 Amount of Deposit to Reestablish Credit for Residence: The deposit amount will be equal to two months' estimated billing or, if past service information is available, the estimated bill shall be calculated based on the average monthly billings over the past three months (subject to revision based upon changes in the average of the past months' billings).

A Customer whose service has been discontinued for nonpayment of bills will be required to pay:

- 1) the balance for which an eight (8) day notice has been sent and is due to Company for the premises for which service is to be restored
- 2) a reconnection charge; and,
- 3) a deposit to reestablish credit before service is restored.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.5 Deposits (Cont'd)****2.5.5.5 Amount of Deposit to Reestablish Credit for Residence:**

Who previously has been a customer of the Company and, during the last 12 months of that prior service, has had service temporarily or permanently discontinued for nonpayment of bills will be required to pay any unpaid balance due the Company and to reestablish credit by making the deposit required for residential service.

**2.5.5.6 Return of Deposits:**

- a) Deposits will be refunded within 12 months, when all of the following conditions occur:
- 1) All past due bills have been paid
  - 2) Service has not been discontinued for nonpayment.
  - 3) Customer has made timely payments for nine consecutive months or ten of any 12 consecutive months (and Customer did not make late payments for any two consecutive months.)
  - 4) The Company has not provided evidence that the Customer has obtained service without payment.

Or any of the following occur:

- 1) Credit is established by other means.
  - 2) Service is terminated and the bills are paid in full
  - 3) An applicant cancels application for service and any charges incurred are paid in full.
- b) If the Company does not return a customer's deposit after 12 months, the Customer may request that the Company provide the reasons the deposit is being retained.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

## 2.5 Payment Arrangements (Cont'd)

## 2.5.5 Deposits (Cont'd)

## 2.5.5.6 Return of Deposits:

- c) Deposit refunds shall be by check, and not applied to bills unless applied to final bill. Refunds less than one dollar (\$1.00) will not be issued.

## 2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company for telecommunications services provided under this tariff, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.6 Discontinuance of Service (Cont'd)**

2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6 (Cont'd)

2.5.6.6.1 (Cont'd)

- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - 1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
  - 2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - 3) Any other fraudulent means or devices; or
- (e) Use of service in such a manner as to interfere with the service of other users; or
- (f) Use of service for unlawful purposes.
- (g) The Customer uses service with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such other person any threat to inflict injury to the person or property of the person addressed or any family member; or,
- (h) The Customer uses service with intent to annoy, repeatedly telephones another without disclosing his true identity to the person answering the telephone or no conversation ensues during the calls.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.6 Discontinuance of Service (Cont'd)**

2.5.6.6.2 Immediately, upon written notice to a Customer who has failed to pay any sum within 30 days of the date when payment was due;

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

2.5.6.6.4 Five (5) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period; or

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.8 Upon Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2.5.6.9 A reconnection charge when restoring service which has been temporarily suspended or partially or temporarily discontinued will be applicable.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions of Service**

- 2.6.1 **Credit for Interruptions:** When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions of Service (Cont'd)****2.6.2 Limitations on Allowances**

No credit allowances will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

**2.6.3 Use of Alternative Service Provided by the Company:** Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.7 Cancellation of Service (Cont'd)****2.7.2 Cancellation of Service by the Customer**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

**2.8 Transfer and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

## 2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas

The following is a list of exchanges having Extended Area Service to other Indiana Bell Telephone Company and Connecting Exchanges:

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Acton (3)	Bargersville (C.C.)	Alexandria (2)	Anderson
	Cumberland		Chesterfield
	Fairland		Elwood
	Fishers		Frankton (C.C.)
	Forthville (C.C.)		Gaston
	Franklin (C.C.)		Summitville
	Greenfield		Yorktown
	Indianapolis	Amboy (2)	Bunker Hill
	Maxwell (C.C.)		Converse
	McCordsville (C.C.)		Greentown
	New Palestine		Kokomo
	Oaklandon		Marion
	West Newton		Peru
	Whiteland (C.C.)		Swayzee (C.C.)
Albany (1)	Dunkirk (C.C.)		Sweetser (C.C.)
	Eaton		
	Muncie		

(C.C.) Connecting Company Exchange

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Anderson(2)	Alexandria	Bedford (1)	Heltonville
	Chesterfield		Mitchell (C.C.)
	Elwood		Orleans (C.C.)
	Frankton (C.C.)		Trinity-Williams (C.C.)
	Gaston	Bloomfield (1)	Linton
	Lapel (C.C.)		Lyone (C.C.)
	Markleville (C.C.)		Owensburg (C.C.)
	Mechanicsburg (C.C.)		Stanford (C.C.)
	Middleton		Worthington (C.C.)
	Muncie	Bloomington (2)	Ellettsville (C.C.)
	Pendleton (C.C.)		Lake Monroe (C.C.)
	Perkinsville		Nashville
	Summitville		Smithville (C.C.)
	Yorktown		Stanford (C.C.)
Andrews (1)	Huntington	Bluffton (1)	Craigville (C.C.)
	Largo		Liberty Center (C.C.)
	Reservoir (C.C.)		Markle (C.C.)
Attica (1)	Covington		Petroleum (C.C.)
	Mellott		Tocsin (C.C.)
	Oxford	Boonville (2)	Chandler
	Stewart		Elberfeld (C.C.)
	Veedersburg		Evansville #
	West Lebanon		Lynnville (C.C.)
	West Point (C.C.)		McCutchanville
	Wingate (C.C.)		Newburgh
Auburn (1)	Butler (C.C.)		Tennyson
	St. Joe (C.C.)	Boswell (1)	Fowler
	Spencerville		Oxford
	Waterloo		Stewart

(C.C.) Connecting Company Exchange

# Evansville exchange includes Dade Park, Kentucky.

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Brownsburg (3)	Carmel	Carmel (3)	Brownsburg
	Clayton (C.C.)		Cumberland
	Danville		Fishers
	Indianapolis		Fortville (C.C.)
	Lizton (C.C.)		Indianapolis
	Mooreville		Maxwell (C.C.)
	Pittsboro (C.C.)		McCordsville (C.C.)
	Plainfield		Noblesville
	West Newton		Oaklandon
	Whitestown (C.C.)		Pittsboro (C.C.)
	Zionsville		Westfield (C.C.)
Bruceville (1)	Vincennes		Whitestown (C.C.)
	Westport, IL (C.C.)		Zionsville
Buck Creek (1)	Battle Ground (C.C.)	Cayuga (1)	Covington
	Brookston (C.C.)		Dana@
	Delphi (C.C.)		Kingman
	Lafayette (C.C.)		Montezuma
	Mulberry (C.C.)	Cedar Lake (L)	Crown Point
	Rossville (C.C.)		Lowell
Bunker Hill (2)	Amboy	Chandler (2)	Boonville
	Kokomo		Elberfeld (C.C.)
	Peru		Evansville*
Burlington (1)	Cutler (C.C.)		McCutchanville
	Deer Creek (C.C.)		Newburgh
	Flora (C.C.)		
	Geetingsville (C.C.)		
	Kokomo		
	Michigantown		
	Russiaville		

(C.C.) Connecting Company Exchange.

@ Dana exchange includes West Dana, IL.

\* New Albany exchange includes Jeffersonville.

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Charlestown (3)	Galena	Columbus (1)	Edinburg
	Henryville (C.C.)		Elizabethtown
	LaGrange, KY (C.C.)		Flat Rock
	Louisville, KY (C.C.)		Hope
	New Albany#	Converse (1)	Amboy
	New Washington		Greentown
	Sellersburg		Marion
	West Point, KY (C.C.)		Swayzee (C.C.)
	Zoneton, KY (C.C.)		Sweetser (C.C.)
Charlottesville (1)	Greenfield	Covington (1)	Attica
	Knightstown (C.C.)		Cayuga
	Maxwell (C.C.)		Kingman
Chesterfield (2)	Alexandria		Veedersburg
	Anderson		West Lebanon
	Gaston	Crawfordsville (1)	Darlington
	Middletown		Ladoga
	Muncie		Linden (C.C.)
	Yorktown		New Market
Chrisney (1)	Dale		New Ross (C.C.)
	Lamar (C.C.)		Roachdale (C.C.)
	Rockport		Waveland
	Santa Claus (C.C.)		Waynetown
	Tennyson		Wingate (C.C.)
Clinton (1)	Dana@	Crown Point (L)	Cedar Lake
	Montezuma		Lakes of the Four Seasons (C.C.)
	Rockville		Merrillville
	Rosedale		St. John
	Terre Haute (C.C.)	Culver (1)	No Extended Service

(C.C.) Connecting Company Exchange.

# Evansville exchange includes Dade Park, Kentucky.

@ Dana exchange includes West Dana, IL.

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Cumberland (3)	Acton	Danville (3)	Brownsburg
	Carmel		Clayton (C.C.)
	Fairland		Indianapolis
	Fishers		Jamestown (C.C.)
	Fortville (C.C.)		Lizton (C.C.)
	Greenfield		Monrovia (C.C.)
	Greenwood		Mooresville
	Indianapolis		Pittsboro (C.C.)
	Maxwell (C.C.)		Plainfield
	McCordsville (C.C.)		West Newton
	New Palestine	Darlington (1)	Clarks Hill (C.C.)
	Oaklandon		Colfax (C.C.)
	Whiteland (C.C.)		Crawfordsville
Dale (1)	Chrisney		Linden (C.C.)
	Holland (C.C.)		New Ross (C.C.)
	Lamar (C.C.)		Thorntown (C.C.)
	Rockport		Wingate
	St. Meinrad (C.C.)	Dugger (1)	Jasonville
	Sandridge		Linton
	Santa Claus (C.C.)	Dyer (L)	Cedar Lake
	Tennyson		Hammond
Dana# (1)	Cayuga		Highland
	Clinton		Merrillville
	Montezuma		St. John
		East Chicago (L)	Calumet City, IL (C.C.)
			Dyer
			Gary
			Hammond
			Highland
			Lansing, IL (C.C.)
			Merrillville
			Whiting

(C.C.) Connecting Company Exchange.

# Evansville exchange includes Dade Park, Kentucky.

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Eaton (2)	Albany	Evansville# (2)	Boonville
	Dunkirk (C.C.)		Chandler
	Gaston		Elberfeld (C.C.)
	Hartford City		McCutchanville
	Muncie		Mt. Vernon
	Upland		New Harmony
	Yorktown		Newburgh
Edinburg (1)	Bargersville (C.C.)		St. Joseph
	Columbus		St. Philip
	Elizabethtown	Fairland (3)	Acton
	Flat Rock		Bargersville (C.C.)
	Franklin (C.C.)		Cumberland
	Hope		Franklin (C.C.)
	Marietta (C.C.)		Greenfield
	Nineveh (C.C.)		Greenwood
	Trafalgar (C.C.)		Indianapolis
	Whiteland (C.C.)		Marietta (C.C.)
Elizabethtown (1)	Columbus		Maxwell (C.C.)
	Edinburg		New Palestine
	Flat Rock		Shelbyville
	Hope		Whiteland (C.C.)
Elwood (2)	Alexandria	Fishers (3)	Acton
	Anderson		Carmel
	Fairmount (C.C.)		Cumberland
	Frankton (C.C.)		Fortville (C.C.)
	Summitville		Greenfield
	Tipton (C.C.)		Indianapolis
	Windfall (C.C.)		Maxwell (C.C.)
			McCordsville (C.C.)
			New Palestine
			Noblesville
			Oaklandon
			Westfield (C.C.)
			Whitestown (C.C.)
			Zionville

# Evansville exchange includes Dade Park, KY.

(C.C.) Connecting Company Exchange.

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Flat Rock (2)	Columbus	Gaston (2)	Alexandria
	Edinburg		Anderson
	Elizabethtown		Chesterfield
	Hope		Eaton
	Marietta (C.C.)		Muncie
	Shelbyville		Summitville
	Waldron (C.C.)		Upland
Fowler (1)	Boswell	Greenfield (3)	Yorktown
	Otterbein		Acton
Frankfort (1)	Oxford	Greenfield (3)	Charlottesville
	Clarks Hill (C.C.)		Cumberland
	Colfax (C.C.)		Fairland
	Geetingsville (C.C.)		Fishers
	Kirklin		Fortville (C.C.)
	Mechanicsburg		Indianapolis
	Michigan		Maxwell (C.C.)
	Mulberry (C.C.)		McCordsville (C.C.)
	Thorntown (C.C.)		Morristown (C.C.)
	Galena (3)		Charlestown
Georgetown (C.C.)		Oaklandon	
LaGrange, KY. (C.C.)		Amboy	
New Albany#		Converse	
Pekin (C.C.)		Kokomo	
Sellersberg		Russiaville	
West Point, KY. (C.C.)		Sharpsville (C.C.)	
Gary (L)	Zoneton, KY. (C.C.)	Greentown (1)	Swayzee (C.C.)
	East Chicago		Windfall (C.C.)
	Hammond		
	Highland		
	Hobart (C.C.)		
	Lake Station (C.C.)		
	Merrillville		
	Portage (C.C.)		
	Whiting		

# New Albany exchange includes Jeffersonville.

(C.C.) Connecting Company Exchange.

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Greenwood (3)	Acton	Huntington (1)	Andrews
	Bargersville (C.C.)		Markle (C.C.)
	Cumberland		Reservoir (C.C.)
	Fairland		Bippus (C.C.)
	Franklin (C.C.)	Indianapolis (3)	Acton
	Indianapolis		Bargersville (C.C.)
	Mooreville		Brownsburg
	New Palestine		Carmel
	Plainfield		Clayton (C.C.)
	Trafalgar (C.C.)		Cumberland
	West Newton		Danville
	Whiteland (C.C.)		Fairland
Hammond (L)	Calumet City, Ill. (C.C.)		Fishers
	Dyer		Fortville (C.C.)
	East Chicago		Franklin (C.C.)
	Gary		Greenfield
	Highland		Greenwood
	Lansing, Ill. (C.C.)		Lizton (C.C.)
	Merrillville		Maxwell (C.C.)
	Whiting		McCordsville (C.C.)
Hartford City (1)	Eaton		Monrovia (C.C.)
	Montpelier		Mooreville
	Upland		New Palestine
Heltonville (1)	Bedford		Nineveh (C.C.)
Highland (L)	Calumet City, Ill. (C.C.)		Noblesville
	Dyer		Oaklandon
	East Chicago		Pittsboro (C.C.)
	Gary		Plainfield
	Hammond		Sheridan
	Lansing, Ill. (C.C.)		Trafalgar (C.C.)
	Merrillville		Westfield (C.C.)
	Whiting		West Newton
Hope (1)	Columbus		Whiteland (C.C.)
	Edinburg		Whitestown (C.C.)
	Elizabethtown		Zionsville
	Flat Rock		

(C.C.) Connecting Company Exchange

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

Exchange (Rate Class)	Extended Service Area	Exchange (Rate Class)	Extended Service Area
Jasonville (1)	Dugger	Linton (1)	Bloomfield
	Hymera (C.C.)		Dugger
	Linton		Jasonville
Jeffersonville	(See New Albany '28')		Lyons (C.C.)
Kendallville (1)	Avilla (C.C.)		Worthington (C.C.)
Kingman (1)	Bloomington (C.C.)	Lowell (L)	Cedar Lake
	Cayuga		Lake Village
	Covington	Manilla (1)	Morristown (C.C.)
	Marshall		Shelbyville
	Veedersburg		Waldron (C.C.)
Kirklin (1)	Frankfort	Marion (1)	Amboy
	Mechanicsburg		Converse
	Michigantown		Fairmont (C.C.)
	Sheridan		Swayzee (C.C.)
Kokomo (2)	Amboy		Sweetser (C.C.)
	Bunker Hill		Upland
	Burlington		Van Buren (C.C.)
	Galveston (C.C.)	Marshall (1)	Bloomington (C.C.)
	Greentown		Kingman
	Kempton (C.C.)		Rockville
	Russiaville		Waveland
	Sharpsville (C.C.)	Martinsville (1)	Bargersville (C.C.)
	Windfall (C.C.)		Eminence (C.C.)
Ladoga (1)	Crawfordsville		Monrovia (C.C.)
	New Market		Mooresville
	New Ross (C.C.)		Morgantown
	Roachdale (C.C.)		Paragon
Lagro (1)	Andrews		Trafalgar (C.C.)
Lake Village (1)	Lowell	McCutchanville (2)	Booneville
	Morocco		Chandler
Lebanon (1)	Jamestown (C.C.)		Elberfeld (C.C.)
	Lizton (C.C.)		Evansville#
	Mechanicsburg		St. Joseph
	Pittsboro (C.C.)		
	Thornton (C.C.)		
	Whitestown (C.C.)		
	Zionsville		

(C.C.) Connecting Company Exchange

# Evansville exchange includes Dade Park, Kentucky.

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Mechanicsburg (1)	Frankfort	Mishawaka	(See South Bend)
	Kirklin	Montezuma (1)	Bloomington (C.C.)
	Lebanon		Cayuga
	Sheridan		Clinton
	Thornton (C.C.)		Dana#
	Whitestown (C.C.)		Rockville
Mellott (1)	Attica	Montpelier (1)	Hartford City
	Hillsboro (C.C.)	Mooreville (3)	Bargersville (C.C.)
	Veedersburg		Brownsburg
	Wingate (C.C.)		Clayton (C.C.)
Merrillville (L)	Crown Point		Danville
	Dyer		Greenwood
	East Chicago		Indianapolis
	Gary		Martinsville
	Hammond		Monrovia
	Highland		Plainfield
	Hobart (C.C.)		Trafalgar (C.C.)
	Lake Station (C.C.)		West Newton
	St. John		Whiteland (C.C.)
	Whiting	Morgantown (1)	Bargersville (C.C.)
Michigan City (1)	Chestertown (C.C.)		Franklin (C.C.)
Michigantown (1)	Burlington		Martinsville
	Frankfort		Nashville
	Geetingsville (C.C.)		Nineveh (C.C.)
	Kempton (C.C.)		Trafalgar (C.C.)
	Kirklin		Whiteland (C.C.)
	Russiaville	Morocco (1)	Lake Village
Middletown (2)	Anderson		Mount Ayr (C.C.)
	Chesterfield	Mt. Summit (1)	Markleville (C.C.)
	Markleville (C.C.)*		Mooreland (C.C.)
	Mechanicsburg (C.C.)		New Castle
	Muncie		Springport (C.C.)
	New Castle		
	Yorktown		

\*Sulpher Springs now served by Markleville  
# Dana Exchange included West Dana, Illinois  
(C.C.) Connecting Company Exchange.

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Mt. Vernon (2)	Evansville*	Central	Charlestown
	New Harmony	Office "28"	Galena
	St. Phillip		Georgetown (C.C.)
	Solitude		Henryville (C.C.)
Muncie (2)	Albany		LaGrange, KY. (C.C.)
	Anderson		Lanesville (C.C.)
	Blountsville (C.C.)		Louisville, KY. (C.C.)
	Chesterfield		New Albany C. Ofc. 94
	Dunkirk (C.C.)		New Washington
	Eaton		Pekin (C.C.)
	Farmland (C.C.)		Sellersburg
	Gaston		West Point, KY. (C.C.)
	Middleton		Zoneton, KY. (C.C.)
	Springport (C.C.)	New Castle (1)	Markleville (C.C.)
	Yorktown		Middleton
Nashville (2)	Bloomington		Mooreland (C.C.)
	Morgantown		Mt. Summit
	Nineveh (C.C.)		New Lisbon (C.C.)
	Trafalgar (C.C.)		Spiceland (C.C.)
New Albany (3)	Charlestown		Springport (C.C.)
Central	Galena	New Harmony (2)	Evansville
Office "94"	Georgetown (C.C.)		Griffin (C.C.)
	Henryville (C.C.)		Mt. Vernon
	LaGrange, KY. (C.C.)		Poseyville (C.C.)
	Lanesville (C.C.)		St. Phillip
	Louisville, KY. (C.C.)		Solitude
	New Albany C. Ofc. 28		Wadesville (C.C.)
	Pekin (C.C.)		
	Sellersburg		
	West Point, KY. (C.C.)		
	Zoneton, KY. (C.C.)		

(C.C.) Connecting Company Exchange.

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
New Palestine (3)	Acton	Oaklandon (3)	Acton
	Cumberland		Carmel
	Fairland		Cumberland
	Fishers		Fishers
	Fortville (C.C.)		Fortville (C.C.)
	Greenfield		Greenfield
	Greenwood		Indianapolis
	Indianapolis		Maxwell (C.C.)
	Maxwell (C.C.)		McCordsville (C.C.)
	McCordsville (C.C.)		New Palestine
	Morristown (C.C.)		Noblesville
	Oaklandon		Westfield (C.C.)
	Whiteland (C.C.)		Zionsville
New Washington (1)	Charlestown	Osceola (2)	Briston (C.C.)
	New Albany - Central Office "28"		Dunlap (C.C.)
	Sellersburg		Elkhart (C.C.)
Newburgh (2)	Boonville		Goshen (C.C.)
	Chandler		Middlebury (C.C.)
	Evansville#		South Bend #
Noblesville (3)	Carmel		Wakarusa (C.C.)
	Cicero (C.C.)		Wyatt (C.C.)
	Fishers	Otterbein (1)	Fowler
	Fortville (C.C.)		Lafayette (C.C.)
	Indianapolis		Oxford
	Lapel (C.C.)	Oxford (1)	Attica
	Maxwell (C.C.)		Boswell
	McCordsville (C.C.)		Fowler
	Oaklandon		Otterbein
	Sheridan	Paragon (1)	Eminence (C.C.)
	Westfield (C.C.)		Martinsville
	Whitestown (C.C.)	Peru (1)	Amboy
	Zionsville		Bunker Hill

(C.C.) Connecting Company Exchange.

# South Bend Exchange includes Mishawaka.

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**SECTION 3 – SERVICE AREAS**

3.1 Exchange Service Areas (Cont'd.)

Exchange (Rate Class)	Extended Service Area	Exchange (Rate Class)	Extended Service Area
Plainfield (3)	Bargersville (C.C.)	St. John (L)	Cedar Lake
	Brownsburg		Crown Point
	Clayton (C.C.)		Dyer
	Danville		Hammond
	Greenwood		Highland
	Indianapolis		Merillville
	Lizton (C.C.)	St. Joseph (2)	McCutchanville
	Monrovia (C.C.)		St. Phillip
	Mooreville	St. Phillip (2)	Evansville*
	Pittsboro (C.C.)		Mt. Vernon
West Newton	New Harmony		
Rockport (1)	Chrisney		St. Joseph
	Dale		Solitude
	Sabdrige		Wadesville (C.C.)
Rockville (1)	Bloomngdale (C.C.)	Sandridge (1)	Chrisney
	Clinton		Dale
	Marshall		Rockport
	Montezuma	Sellersburg (3)	Charlestown
	Rosedale		Galena
	Waveland		Henryville (C.C.)
Rosedale (1)	Clinton		La Grange KY. (C.C.)
	Rockville		Louisville, KY. (C.C.)
	Terre Haute (C.C.)		New Albany#
Russiaville (1)	Burlington		New Washington
	Greentown		Pekin (C.C.)
	Kempton (C.C.)		West Point, KY. (C.C.)
	Kokomo		Zoneton, KY. (C.C.)
	Michigantown	Shelbyville (1)	Fairland
Sharpsville (C.C.)	Flat Rock		
	Manilla		
			Marietta (C.C.)
			Morristown (C.C.)
			Waldron (C.C.)

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\* Evansville exchange includes Dade Park, Kentucky

# New Albany exchange includes Jeffersonville

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Sheridan (3)	Indianapolis	Tell City (1)	Bandon (C.C.)
	Kirklin		St. Marks (C.C.)
	Mechanicsburg	Tennyson (1)	Boonville
	Noblesville		Chrisney
	Westfield (C.C.)		Dale
Solitude (1)	Whitestown (C.C.)	Upland (1)	Eaton
	Mt. Vernon		Fairmont (C.C.)
	New Harmony		Gaston
	St. Phillip		Hartford City
	Wadesville (C.C.)		Marion
South Bend# (2)	New Carlisle (C.C.)		Summitville
	Niles, Mich. (C.C.)		Van Buren (C.C.)
	Osceola	Veedersburg (1)	Attica
	Wyatt (C.C.)		Covington
	Lapaz/Lakeville		Hillsboro (C.C.)
Spencer (1)	Ellettsville (C.C.)		Kingman
	Gosport (C.C.)		Mellott
	Patrickburg (C.C.)	Vincennes (1)	Bruceville
Spencerville (2)	Auburn		Decker (C.C.)
	Harlan (C.C.)		Fritchton (C.C.)
	Leo (C.C.)		Monroe City (C.C.)
	St. Joe (C.C.)		Wesport, IL. (C.C.)
	Fort Wayne (C.C.)	Washington (1)	Alfordsville-Glendale (C.C.)
Stewart (1)	Attica		Montgomery (C.C.)
	Boswell		Plainville (C.C.)
	West Lebanon	Waveland (1)	Crawfordville
Summitville (2)	Alexandria		Marshall
	Anderson		New Market
	Alwood		Roachdale (C.C.)
	Fairmont (C.C.)		Rockville
	Gaston		
	Upland		

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**SECTION 3 – SERVICE AREAS**

## 3.1 Exchange Service Areas (Cont'd.)

<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>	<b>Exchange (Rate Class)</b>	<b>Extended Service Area</b>
Waynetown (1)	Crawfordsville	Zionsville (3)	Brownsburg
	Marshall		Carmel
	New Market		Fishers
	Wingate (C.C.)		Indianapolis
West Lebanon (1)	Attica		Lebanon
	Covington		Lizton (C.C.)
	Stewart		Noblesville
West Newton (3)	Acton		Oaklandon
	Bargersville (C.C.)		Pittsboro (C.C.)
	Brownsburg		Westfield (C.C.)
	Clayton (C.C.)		Whitestown (C.C.)
	Danville		
	Franklin (C.C.)		
	Greenwood		
	Indianapolis		
	Monrovia (C.C.)		
	Mooresville		
	Pittsboro (C.C.)		
	Plainfield		
	Trafalgar (C.C.)		
	Whiteland (C.C.)		
Whiting (L)	Calumet City, IL. (C.C.)		
	Dyer		
	East Chicago		
	Gary		
	Hammond		
	Highland		
	Lansing, IL. (C.C.)		
	Merrillville		
Yorktown (2)	Alexandria		
	Anderson		

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**SECTION 4 – BASIC SERVICES AND RATES**

4.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.

4.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

4.2 Distance Calculations

The Company does not offer distance sensitive services.

4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

## 4.4 Basic Local Exchange Service

## 4.4.1 Service Areas and Local Calling Areas

Broadview Networks, Inc.'s exchange area and local calling areas are identical to those defined in the tariffs of AT&T Indiana. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange.

## 4.4.2 Service Offerings

The following Company Services in this section are for residential and business Customers and for carriers certificated by the Commission. Rates and charges for local services provided by the Company may be based, in part, on the Rate Classification associated with the Customer's End Office. The Rate Classification is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office. In the event that an incumbent LEC or the Commission reclassifies an exchange from one Rate Classification to another, the reclassification will also apply to customers who purchase services under this tariff. The Company will concur in the local calling area boundaries and Rate Classification assignments to those of the incumbent LECs in whose service territory the Company provides service.

The Company offers local dialtone service to customers in the Exchanges listed in Section 3.1. Local dialtone service allows customers to initiate and terminate calls within their local calling areas. No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area for flat rate plans. Customers receive 45 calls per month with a message rate plan. Calls in excess of the monthly allowance are billed on a per message rate.

All services offered in this tariff are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

## 4.4 Basic Local Exchange Service (Cont'd)

## 4.4.3 Standard Access Line

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

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

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

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

## A. Monthly Rates

	Flat Rate <u>Residential</u>	Flat Rate <u>Business</u>
Rate Classification 1	\$17.00	\$53.00
Rate Classification 2	\$17.00	\$53.00
Rate Classification L	\$17.00	\$53.00
Rate Classification 3	\$17.00	\$53.00

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

## 4.4 Basic Local Exchange Service (Cont'd)

## 4.4.3 Standard Access Line (Cont'd)

## B. Monthly Rates

	Message Rate*	Message Rate**
	<u>Residential</u>	<u>Business</u>
Rate Classification 1	\$12.50	\$32.00
Rate Classification 2	\$12.50	\$32.00
Rate Classification L	\$12.50	\$32.00
Rate Classification 3	\$12.50	\$32.00

\* Residential – Local messages in excess of 45 per month, each \$0.21.

\*\* Business – Local messages in excess of 60 per month, each \$0.16.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES**

5.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

5.1.1 Service Order Charges

Transfer of Service Charge – applies when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.1 Service Order and Change Charges (Cont'd)

## 5.1.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Toll Restriction Fee Order – applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.1 Service Order and Change Charges (Cont'd)

## 5.1.3 Rates

	<u>Non-Recurring Charges</u>	
	<u>Residence</u>	<u>Business</u>
<u>Service Order Charges</u>		
Service Connection Charge, per line	\$60.00	\$120.00
Transfer of Service Charge	\$60.00	\$120.00
Technician Dispatch Charge	\$149.00	\$149.00
Service Order Charge	N/A	N/A
<u>Change Order Service Charges</u>		
Custom Calling Feature Change Order	\$30.00	\$30.00
Toll Restriction Fee Order	\$30.00	\$30.00
Telephone Number Change Order	\$30.00	\$30.00
Listing Change Charge	\$30.00	\$30.00

## 5.2 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Charge</u>
Per occasion	\$79.00

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.3 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.75

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.4 Custom Calling Features

The features in this section are made available to Residential Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

## 5.4.1 Feature Descriptions

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.4 Custom Calling Features (Cont'd)

## 5.4.1 Feature Descriptions (Cont'd)

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Remote Call Forwarding: Remote Call Forwarding (RCF) is an exchange service that utilizes a telephone number to forward automatically all incoming calls dialed to the RCF telephone number to another telephone number.

Distinctive Ringing: Distinctive Ringing provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers. The customer creates a screening list of up to six telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern (short, long, short). Calls from telephone numbers not included on the screening list will produce a normal ring.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.4 Custom Calling Features (Cont'd)

## 5.4.2 Rates

<b>FEATURE</b>	<b>RESIDENTIAL RATE</b>	<b>BUSINESS RATE</b>	<b>BILLED</b>
Call Forwarding	\$7.00	\$8.50	MRC
Speed Calling - 8	\$7.00	\$6.50	MRC
Speed Calling – 30	\$7.00	\$7.00	MRC
Caller ID	\$7.99	\$10.00	MRC
Caller ID with Name	\$9.99	\$14.50	MRC
Call Waiting	\$8.50	\$9.05	MRC
Three Way Calling	\$7.00	\$7.50	MRC
	\$3.00	\$3.00	Per use
Anonymous Call Rejection	No charge	No charge	
Repeat/Auto Dial	\$3.00	\$3.00	Per use
Per Call Blocking	No charge	No charge	
Remote Call Forwarding	\$19.20	\$19.20	MRC
Distinctive Ringing	\$6.00	N/A	MRC

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

5.5 Directory Assistance and Operator Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

5.5.1 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

A. Exemptions

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

B. Allowances

There are no call allowances for Directory Assistance Service.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.5 Directory Assistance and Operator Services (Cont'd)

## 5.5.2 Directory Assistance Rates

Direct dialed	<u>Per Use Charge</u> \$1.99
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## 5.5.3 Operator Service Rates

The Company provides operator services to its customers pursuant to agreement with a third-party operator services provider. The following per call surcharges apply to all calls requesting Company's operator services assistance.

Station-to-station	<u>Per Use Surcharge</u> \$2.50
Person-to-person	\$5.00
Operator Dialed Surcharge	\$1.25
Partially Automated Surcharge	\$1.00

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.6 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, each occasion	\$3.38
Emergency Interruption	\$6.00

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

5.7 Directory Listing Service

5.7.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

5.7.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line and each joint user.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

5.7 Directory Listing Service (Cont'd)

5.7.2 Listings (Cont'd)

B. Additional Listings

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

5.7 Directory Listing Service (Cont'd)

5.7.2 Listings (Cont'd)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save 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 service or the disclosing of said number to any person.

D. Nonlisted Service

Nonlisted service means the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save 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 nonlisted service.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.7 Directory Listing Service (Cont'd)

## 5.7.3 Rates and Charges

	<u>Residential</u> <u>Per Month</u>	<u>Business</u> <u>Per Month</u>
Primary Listings	\$0.00	\$0.00
Additional Listings	\$1.05	\$1.55
Nonpublished Service	\$5.00	\$5.00
Nonlisted Service	\$3.00	\$3.00
Alternate Listings	\$1.55	\$1.55

## 5.8 Carrier Presubscription

## 5.8.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

## 5.9 Toll Restriction Service

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Directly dialed calls to 700/900 services and operator dialed calls billed to the line are not allowed. This arrangement does allow Calling Card calls, Collect calls, Third Number calls, and direct dialed calls to 911, Directory Assistance and Toll Free services. This service is available where facilities permit.

## 5.9.1 Rates

	<u>Residence</u>
Nonrecurring charge, per line	*
Monthly, per line	\$8.50

\*For nonrecurring charges associated with Toll Restriction Service, see Section 5.1 of this tariff.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.10 Broadspeed PRI

## 5.10.1 Description

Broadspeed PRI is a local exchange access service that provides direct digital connections via 1.544 faciltity 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.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.10 Broadspeed PRI (Cont'd)

## 5.10.2 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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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont’d)**

5.10 Broadspeed PRI (Cont’d)

5.10.3 Non-recurring Charges

Installation: 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.

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

Change Order: 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)  
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5.10.4 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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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont’d)**

5.10 BROADSPEED PRI (Cont’d)

5.10.4 Monthly Recurring Charges (Cont’d)

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

(C)

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

(C)

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.

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.

(N)

25k Plan: 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.

50k Plan: 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.

(N)

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.

**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

5.10 Broadspeed PRI (Cont'd)

5.10.5 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.

(D)

5.10.6 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.

5.10.7 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.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.10 Broadspeed PRI (Cont'd)

## 5.10.8 Rates

<u>Non-Recurring Charges:</u>	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Per PRI:			
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 5 –MISCELLANEOUS SERVICES AND RATES (Cont’d)**

5.10 Broadspeed PRI (Cont’d)

5.10.8 Rates (Cont’d)

	<u>One Year</u> <u>Term</u>	<u>Two Year</u> <u>Term</u>	<u>Three Year</u> <u>Term</u>	
<u>Monthly Recurring Charges (includes port, facility, trunks and 1<sup>st</sup> 20 DID):</u>				
Per PRI Facility	\$1,103.30	\$763.30	\$678.30	
PRI Facility - Mileage Charge				
- Fixed	\$76.50	\$76.50	\$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	
Each Add'l block of 20 numbers	\$8.50	\$8.50	\$8.50	
Caller ID With Name	\$170.00	\$170.00	\$170.00	
Call Re-Direct	\$85.00	\$85.00	\$85.00	
Measured Plan	\$35.00	\$35.00	\$35.00	(N)
				(D)
10k Plan	\$272.00	\$238.00	\$212.50	
25k Plan	\$722.50	\$654.50	\$637.50	
50k Plan	\$1,392.50	\$1,152.50	\$1,042.50	(N)
100k Plan	\$1,734.00	\$1,555.50	\$1,385.50	

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 5.10 Broadspeed PRI (Cont'd)

## 5.10.8 Rates (Cont'd)

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Per Minute Charges</u>			
Local Calls			
Per Minute	\$0.037	\$0.031	\$0.027
IntraLATA/Long Distance Calls			
Per Minute	\$0.080	\$0.053	\$0.044
Toll Free Inbound Calls			
Per Minute	\$0.080	\$0.053	\$0.044
Local Calls - Overage			
Per Minute	\$0.045	\$0.029	\$0.024
IntraLATA/Long Distance Calls - Overage			
Per Minute	\$0.078	\$0.051	\$0.043

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**SECTION 6 –SPECIAL ARRANGEMENTS**

## 6.1 Special Construction

## 6.1.1 Basis for Charges

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

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of 1), 2), and 3).

## 6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful Service life of the facilities with an appropriate allowance for the estimated net salvage.

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

6.1 Special Construction (Cont'd)

6.1.2 Basis for Cost Computation (Cont'd)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

6.1.3 Termination Liability

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

The period on which the termination liability is based is the estimated Service life of the facilities provided.

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**SECTION 6 –SPECIAL ARRANGEMENTS (Cont’d)**

## 6.1 Special Construction (Cont’d)

## 6.1.3 Termination Liability (Cont’d)

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

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
- 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements;
  - 5) license preparation, processing, and related fees;
  - 6) tariff preparation, processing and related fees;
  - 7) cost of removal and restoration, where appropriate; and
  - 8) any other identifiable costs related to the specially constructed or rearranged facilities.
  - 9) the termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.2.c. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.2.c. preceding shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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**SECTION 6 –SPECIAL ARRANGEMENTS (Cont'd)****6.2 Non-routine Installation and/or Maintenance**

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

**6.3 Individual Case Basis (ICB) Arrangements**

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 tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. Individual Case Basis (ICB) rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB rates, service descriptions and length of such agreement will be filed with the Indiana Utility Regulatory Commission.

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